

HEARING DATE AND TIME: September 24, 2012 at 9:45 a.m. (Eastern Time)
RESPONSE DEADLINE: September 12, 2012 at 4:00 p.m. (Eastern Time)

Barry N. Seidel (BS-1945)
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Attorneys for Motors Liquidation
Company GUC Trust

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
In re	:
	:
MOTORS LIQUIDATION COMPANY, et al.,	:
f/k/a General Motors Corp., et al.	:
	:
Debtors.	:
	:
-----X	

Chapter 11 Case No.
09-50026 (REG)
(Jointly Administered)

**NOTICE OF OBJECTION TO PROOF OF
CLAIM NO. 62969 FILED BY JOHN A. HAACK**

PLEASE TAKE NOTICE that on August 16, 2012, the Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”) in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011, filed its objection to proof of claim number 62969 filed by John A. Haack (the “**Objection**”), and that a hearing (the “**Hearing**”) to consider the Objection will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **September 24, 2012, at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any response to the Objection must

be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Dickstein Shapiro, LLP, attorneys for the GUC Trust, 1633 Broadway, New York, New York, 10019-6708 (Attn: Barry N. Seidel, Esq., and Stefanie Birbrower Greer, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office,

S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.); (xii) Gibson, Dunn & Crutcher LLP, attorneys for Wilmington Trust Company as GUC Trust Administrator and for Wilmington Trust Company as Avoidance Action Trust Administrator, 200 Park Avenue, 47th Floor, New York, New York 10166 (Attn: Keith Martorana, Esq.); (xiii) FTI Consulting, as the GUC Trust Monitor and as the Avoidance Action Trust Monitor, One Atlantic Center, 1201 West Peachtree Street, Suite 500, Atlanta, Georgia 30309 (Attn: Anna Phillips); (xiv) Crowell & Moring LLP, attorneys for the Revitalizing Auto Communities Environmental Response Trust, 590 Madison Avenue, 19th Floor, New York, New York 10022-2524 (Attn: Michael V. Blumenthal, Esq.); and (xv) Kirk P. Watson, Esq., as the Asbestos Trust Administrator, 2301 Woodlawn Boulevard, Austin, Texas 78703, so as to be received no later than **September 12, 2012, at 4:00 p.m. (Eastern Time)** (the “**Response Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no responses are timely filed and served with respect to the Objection, the GUC Trust may, on or after the Response Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Objection, which order may be entered with no further notice or opportunity to be heard

offered to any party.

Dated: New York, New York
August 16, 2012

/s/ Stefanie Birbrower Greer
Barry N. Seidel (BS-1945)
Stefanie Birbrower Greer (SG-2898)

DICKSTEIN SHAPIRO LLP
1633 Broadway
New York, New York 10019-6708
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Company GUC Trust

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	:
MOTORS LIQUIDATION COMPANY, et al.,	: 09-50026 (REG)
f/k/a General Motors Corp., et al.	:
	:
Debtors.	: (Jointly Administered)
	:
-----X	

**OBJECTION TO PROOF OF CLAIM
NO. 62969 FILED BY JOHN A. HAACK**

TO THE HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE:

The Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”) in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time, the “**Plan**”), objects to proof of claim number 62969 filed by John A. Haack (the “**Claim**”), on the basis that such claim fails to set forth facts necessary to establish any legal or factual basis for the alleged claim. In support of this Objection, the GUC Trust respectfully represents:

RELIEF REQUESTED

1. The Claim is based on an alleged defect in the engine of Mr. Haack's 1995 Grand Prix SE (the "**Alleged Defect**"). As set forth more fully below, even if Mr. Haack's allegations were supportable (which they are not), Mr. Haack fails to allege *any injury* incurred by him as a consequence of the Alleged Defect. Accordingly, by this Objection, the GUC Trust seeks entry of an order disallowing and expunging the Claim pursuant to section 502(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

JURISDICTION

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157, 1334 (2006). This is a core proceeding pursuant to 28 U.S.C. § 157(b).¹

THE CLAIM

3. Mr. Haack filed a timely claim against the Debtors, seeking recovery of \$1,000,000 in connection with an alleged "product defect" in his 1995 Grand Prix SE. *See* Exhibit A. Specifically, Mr. Haack claims that if "the rubber vacuum hose that connects the engine intake manifold to the power brake booster assembly comes loose or fails, the engine's revolutions per minute (RPMs) will instantaneously accelerate to their maximum value." *See* Exhibit A at 2. He further claims that the Alleged Defect could result in a failure of the brake system, resulting in a "runaway vehicle." *Id.*

¹ While Mr. Haack may be seeking damages for his fear (which he characterizes as emotional distress), he does not state a separate cause of action for emotional distress. Even if Mr. Haack were to make such an argument, this Court can and should find that he has failed to allege the necessary elements of such a claim. *See In re Worldcom*, No. 02-13533, 2007 WL 841948 at *4 (Bankr. S.D.N.Y. Mar. 12, 1997) (a proof of claim does not contain a personal injury tort claim if it does not establish the elements of a claim for emotional distress). Accordingly, the Claim falls within this Court's jurisdiction under 28 U.S.C. § 157(b).

4. In the Claim, Mr. Haack acknowledges that the alleged defect did not cause him any injury. *See* Exhibit A at 2 (stating that he “*could* have been” in an accident) (emphasis added). Instead, the Claim is based on an alleged incident “when the subject defect occurred and put [his] vehicle in an out of control condition,” which allegedly resulted in Mr. Haack having “the living daylights scared out” of him. *See* Exhibit A at 5.

5. On June 14, 2012, the GUC Trust filed its 281st Omnibus Objection to Claims, seeking expungement of various claims, including the Claim, based on claimants’ failure to provide sufficient documentation to support the asserted claims (the “**Omnibus Objection**”). In response, Mr. Haack submitted a letter to the Court attaching additional documentation in support of the Claim (the “**Supplemental Letter**”). *See* Exhibit B. The GUC Trust thereafter agreed to withdraw the Omnibus Objection as related to the Claim, without prejudice to its rights to file additional objections to the Claim.

6. In the Supplemental Letter, Mr. Haack reiterated the allegations in the Claim, and again acknowledged that he “was not injured” as a consequence of the alleged defect. *See* Exhibit B at 1 (noting that he has not sustained any personal injury or property damage). Mr. Haack also stated that he would withdraw his claim if the Debtors notify the public of the alleged defect and make repairs to all allegedly defective vehicles.

ARGUMENT

7. For a prepetition claim to be valid, the claimant must demonstrate it possesses a right to payment and that the right arose prior to the filing of the bankruptcy petition. *See Olin Corp. v. Riverwood Int’l (In re Manville Forest Prods.)*, 209 F.3d 125, 128 (2d Cir. 2000). The right to payment can constitute a prepetition claim if, before the filing of the bankruptcy petition, “the relationship between the debtor and the creditor

contained all of the elements necessary to give right to a legal obligation – a ‘right to payment’ – under the relevant non-bankruptcy law.” *LTV Steel Co. v. Shalala (In re Chateaugay Corp.)*, 53 F.3d 478, 497 (2d Cir. 1995) (quoting *In re Nat’l Gypsum Co.*, 139 B.R. 397, 405 (N.D. Tex. 1992) (internal citations omitted)).

8. Bankruptcy Rule 3001(f) further provides that a proof of claim is *prima facie* evidence of the validity and amount of such claim. However, to be entitled to the weight afforded by Bankruptcy Rule 3001(f), the proof of claim must comply with the Bankruptcy Rules and set forth the facts necessary to support the claim. *In re Chain*, 255 B.R. 278, 280 (Bankr. D. Conn. 2000) (quoting *In re Marino*, 90 B.R. 25, 28 (Bankr. D. Conn. 1988)); *see also Bar Date Ord.* at 2 (requiring that a proof of claim “set forth with specificity the legal and factual basis for the alleged [c]laim”). If the claimant does not allege a sufficient legal basis for the claim, the claim is not considered *prima facie* valid, and the burden remains with the claimant to establish the validity of the claim. *Id.* at 281; *In re Marino*, 90 B.R. 25, 28 (1988).

A. The Claim Does Not Meet the Elements of a Product Liability Claim

9. Mr. Haack cannot meet any of the requisite elements of a products liability claim and, thus, cannot meet his burden of establishing a *prima facie claim*.

10. Under Missouri law, to establish a product liability claim, a claimant must show, among other things, that (i) the product was in a “defective condition unreasonably dangerous when put to a reasonably anticipated use, and the plaintiff was damaged as a direct result of such defective condition as existed when the product was sold;” or (ii) the product was “unreasonably dangerous when put to a reasonably anticipated use without knowledge of its characteristics, and the plaintiff was damaged as a direct result of the product being sold without

an adequate warning.” Mo. Ann. Stat. § 537.760 (West).² Failure to establish any one of these elements is fatal to such a claim.

11. If necessary, the GUC Trust could show that there is no actionable defect, as alleged by Mr. Haack, because his factual understanding of the vehicle’s mechanics is fundamentally flawed. Because the brake booster is not connected to the transmission, it is impossible for a disconnected brake booster hose to cause an increase in the RPMs, as Mr. Haack alleges. However, given the merits would likely require additional factual and, potentially, expert discovery, the GUC Trust focuses this Objection on the requirement that a claimant establish a showing that he was “damaged” within the meaning of the statute. Mo. Ann. Stat. § 537.760. A finding that Mr. Haack was not “damaged” is a sufficient basis for disallowance and expungement of the Claim.

1. Mr. Haack Did Not Suffer Any Injury or Allege Any Damages

12. In the Claim and the Supplemental Letter, Mr. Haack admits that he has not incurred any personal injury or property damage as a result of the alleged defect to his vehicle. *See* Exhibit A at 2; Exhibit B at 1. Indeed, it appears Mr. Haack’s intent in bringing the claim is not to obtain any economic recovery, but rather to bring to the public’s attention his (misguided) allegations regarding the Alleged Defect. *See* Exhibit A at 5 (offering to withdraw the claim if “GM fixes this problem with a robust design implementation, issues a notice of defect to all vehicle owners affected, and then implements repairs to their vehicles”).

² For the purposes of this Objection, the GUC Trust applies Missouri law, the state of Mr. Haack’s residence. The law in the other potential sites (Michigan, the likely place of manufacture of the vehicle, and New York, where the Debtors’ cases are pending) also requires a showing of injury to a claimant in a products liability claim. *See* Mich. Comp. Laws § 600.2945(h) (2012); *Frank v. DaimlerChrysler Corp.*, 741 N.Y.S.2d 9, 12 (App. Div. 2002) (to establish a claim for products liability under New York law, plaintiff must show “actual injuries or damages”) (citations omitted).

13. Mr. Haack's allegations as to *potential* injuries – to himself or others – are insufficient as a matter of law to sustain a claim. *Briehl v. GMC*, 172 F.3d 623, 627 (8th Cir. 1999) (“Courts have been particularly vigilant in requiring allegations of injury or damages in products liability cases.”); *In re In re Bisphenol-A Polycarbonate Plastic Prods. Liab. Litig.*, 687 F. Supp. 2d 897, 912 (W.D. Mo. 2009) (potential injuries, although possibly sufficient to sustain other types of claims, are not sufficient to sustain a product liability claim); *O’Neil v. Simplicity, Inc.*, 553 F. Supp. 2d 1110, 1113 (D. Minn. 2008) (injuries to others insufficient to sustain a products liability claim). In any event, Mr. Haack has no authority or standing to assert the rights of others. *Kane v. Johns-Manville Corp.*, 843 F.2d 636, 643 (2d Cir. 1988) (“Generally, litigants in federal court are barred from asserting the constitutional and statutory rights of others in an effort to obtain relief for injury to themselves.”) (citations omitted).

14. Mr. Haack also alleges that the Alleged Defect caused his car to stop braking, which caused him to be “scared.” Even if Mr. Haack's allegations could be substantiated (and they cannot), fear is not sufficient to establish damages. *Bosch v. St. Louis Healthcare Network*, 2000 Mo. App. LEXIS 500, at *13-14 (Mo. Ct. App. Apr. 11, 2000) (an injury must be medically diagnosable and of such severity that it is deemed medically significant to enable recovery); *Bass v. Nooney Co.*, 646 S.W.2d 765, 771 (Mo. 1983) (holding that emotional damages may not be pled in the absence of an underlying physical injury in a products liability claim). Therefore, Mr. Haack has failed to meet the required elements of a products liability claim and the Claim fails as a matter of law.

15. To the extent that Mr. Haack is seeking punitive damages from the Debtors, the Claim should be denied. Punitive damages are not available where, as here, the debtor is liquidating and there is no deterrent purpose or effect. Indeed, under such

circumstances, recovery of punitive damages by one creditor would deplete recovery of other creditors. In such cases, courts (including this Court) have regularly exercised their equitable power pursuant to section 105 of the Bankruptcy Code to disallow or subordinate punitive damage claims. *See, e.g.*, Decision on Objection to Claim of Dr. Atul C. Shah, *In re Motors Liquidation Co.*, No. 09-50026 (Bankr. S.D.N.Y. 2012), ECF No. 12001; *In re Johns-Manville Corp.*, 68 B.R. 618, 627 (1986); *In re A.H. Robins Co.*, 89 B.R. 555, 562 (E.D. Va. 1988).

16. In short, Mr. Haack cannot show he was “damaged” as a result of any action by the Debtors. Thus, he cannot establish a *prima facie* products liability claim against the Debtors and the Claim should be disallowed and expunged.

CONCLUSION

For the reasons set forth above, this Court should enter an order expunging the Claim and granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 16, 2012

/s/ Stefanie Birbrower Greer
Barry N. Seidel (BS-1945)
Stefanie Birbrower Greer (SG-2898)

DICKSTEIN SHAPIRO LLP
1633 Broadway
New York, New York 10019-6708
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, et al.,	:	09-50026 (REG)
f/k/a General Motors Corp., et al.	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**ORDER GRANTING OBJECTION TO PROOF
OF CLAIM NO. 62969 FILED BY JOHN A. HAACK**

Upon the objection to proof of claim number 62969 (the “**Claim**”) filed by John A. Haack, dated xxx, 2012 (the “**Objection**”), of the Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”) in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time, the “**Plan**”), pursuant to section 502(b) of title 11, United States Code (the “**Bankruptcy Code**”), seeking entry of an order disallowing and expunging the Claim on the basis that such claim fails to set forth facts necessary to establish any legal or factual basis for the alleged claim, all as more fully described in the Objection; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the relief requested in the Objection is granted to the extent provided herein; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the Claim is disallowed and expunged; and it is further

ORDERED that this Order has no res judicata, estoppel, or other effect on the validity, allowance, or disallowance of, and all rights to object on any basis are expressly reserved with respect to the Claim; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
_____, 2012

United States Bankruptcy Judge

EXHIBIT A



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One)</p> <p><input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation)</p> <p><input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC)</p> <p><input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)</p> <p><input type="checkbox"/> MLC of Harlem, Inc (f/k/a Chevrolet Saturn of Harlem, Inc.)</p>	<p>Case No</p> <p>09-50026 (REG)</p> <p>09-50027 (REG)</p> <p>09-50028 (RFG)</p> <p>09-13558 (RFG)</p>	<p>Your Claim is Scheduled As Follows.</p> <div style="text-align: center; border: 2px solid black; border-radius: 50%; width: 150px; height: 150px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; font-size: 12px;">THE GARDEN CITY GROUP, INC.</div> <div style="text-align: center; font-weight: bold; font-size: 14px;">NOV 28 2009</div> </div>
<p><i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</i></p>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property) John A Haack</p>	<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim</p> <p>Court Claim Number: _____ (if known)</p> <p>Filed on: _____</p>	
<p>Name and address where notices should be sent</p> <p>JOHN A. HAACK 2500 VILLAGE LN FORISTELL, MO 63348-2422</p> <p>Telephone number Home 636-673-2030 Email Address Bus 314-232-1818</p>	<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case</p>	
<p>Name and address where payment should be sent (if different from above)</p> <p style="text-align: center;">FILED - 62969 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</p> <p>Telephone number _____</p>	<p><input type="checkbox"/> Check this box if you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS SET FORTH, if the amount shown is listed as DISPUTED, UNDISQUANTIFIED, or CONTINGENT a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>	
<p>1. Amount of Claim as of Date Case Filed, June 1, 2009. \$ <u>\$1,000,000.00</u></p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>	<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount</p> <p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 507(b)(9) (§ 507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) Amount entitled to priority \$ _____</p> <p><small>*Amounts are subject to adjustment on 4/1/10 and every 7 years thereafter with respect to cases commenced on or after the date of adjustment.</small></p>	
<p>2. Basis for Claim <u>Product Defect Liability (See Attachment 1)</u> (See instruction #2 on reverse side.)</p>	<p>6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim</p>	
<p>3. Last four digits of any number by which creditor identifies debtor _____</p> <p>3a. Debtor may have scheduled account as _____ (See instruction #3a on reverse side.)</p>	<p>7. Documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment.</p>	
<p>4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe _____</p> <p>Value of Property \$ _____ Annual Interest Rate % _____</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p>	<p>FOR COURT USE ONLY</p>	
<p>Date: <u>11/26/09</u></p>	<p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney if any.</p> <p style="text-align: center;"> John A Haack</p>	

Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 Modified B10 (G/C) (12/08)

**COMPLAINT FOR LOSS OF VEHICLE CONTROL PRODUCT DEFECT
JURY TRIAL IS REQUESTED AND DEMANDED, NOTIFICATION OF TRIAL
DATE TO BE PROVIDED TO PLAINTIFF 30 DAYS BEFORE TRIAL DATE.**

**In re: GENERAL MOTORS CORPORATION / MOTORS LIQUIDATION
COMPANY, ET AL. - LOSS OF VEHICLE CONTROL PRODUCT
DEFECT**
**DEFENDANT: GENERAL MOTORS CORPORATION / MOTORS LIQUIDATION
COMPANY, ET AL.**
PLAINTIFF: JOHN A. HAACK

1. My claim alleges that the 1995 Grand Prix SE that General Motors manufactured in 1995 has a serious vehicle control defect problem. The Defendant did not notify vehicle owners of this defect nor did they implement a corrective action to fix the problem. Note, I own and presently drive a 1995 Grand Prix SE vehicle. It is equipped with a 3.1 liter engine.
2. Description of the Problem – If the rubber vacuum hose that connects the engine intake manifold to the power brake booster assembly comes loose or fails, the engine's revolutions per minute (RMPs) will instantaneously accelerate to their maximum value. This will occur with the driver's foot completely off of the accelerator pedal. Complete loss of the vehicle's power braking function will also simultaneously occur. When this problem occurs, the driver is faced with a runaway car that they cannot stop with normal braking action. A tremendous amount of force must be applied to the brake pedal by the driver in order to control and stop the runaway vehicle.

This defect revealed itself to me one day when I was leaving work. My car had been parked on a parking lot all day long. I started the engine, put the transmission in drive and took off. While I was still exiting the parking lot the engine suddenly went to its maximum RPMs, even with my foot completely removed from the accelerator pedal. When I tried to stop the vehicle, there was no braking action. I had to bear down on the pedal with all of my might to slow down the vehicle. I could not completely stop the vehicle, only slow it down. Fortunately I kept my wits about myself and was able to grab the ignition key and turn off the engine. This stopped the vehicle. There was no engine fault light indication or fault code generated.

If this had happened to me on the freeway while I was driving in heavy traffic moving along at normal traffic speed, I could have been in a serious fatal accident due to loss of vehicle control.

3. Cause of the Problem - There is a rubber hose that goes between the engine intake manifold and the power brake booster assembly (see Figure 1). In my case, the rubber vacuum hose had completely detached itself at the power brake booster assembly end (see Figure 2). I determined that the spring clamp that secures the hose to the power brake booster assembly inlet nozzle did not have sufficient clamp pressure to adequately secure the hose/nozzle connection. I replaced the spring clamp with a radiator hose screw type clamp to fix the problem. I check the subject hose and clamps periodically to ensure robust connections and that the hose is in good condition. My fix can be classified as a patch fix at best. The proper fix would be to redesign the engine control computer's software. When the control software detects a significant loss in engine vacuum, the control software should turn off the engine and generate an engine code failure.

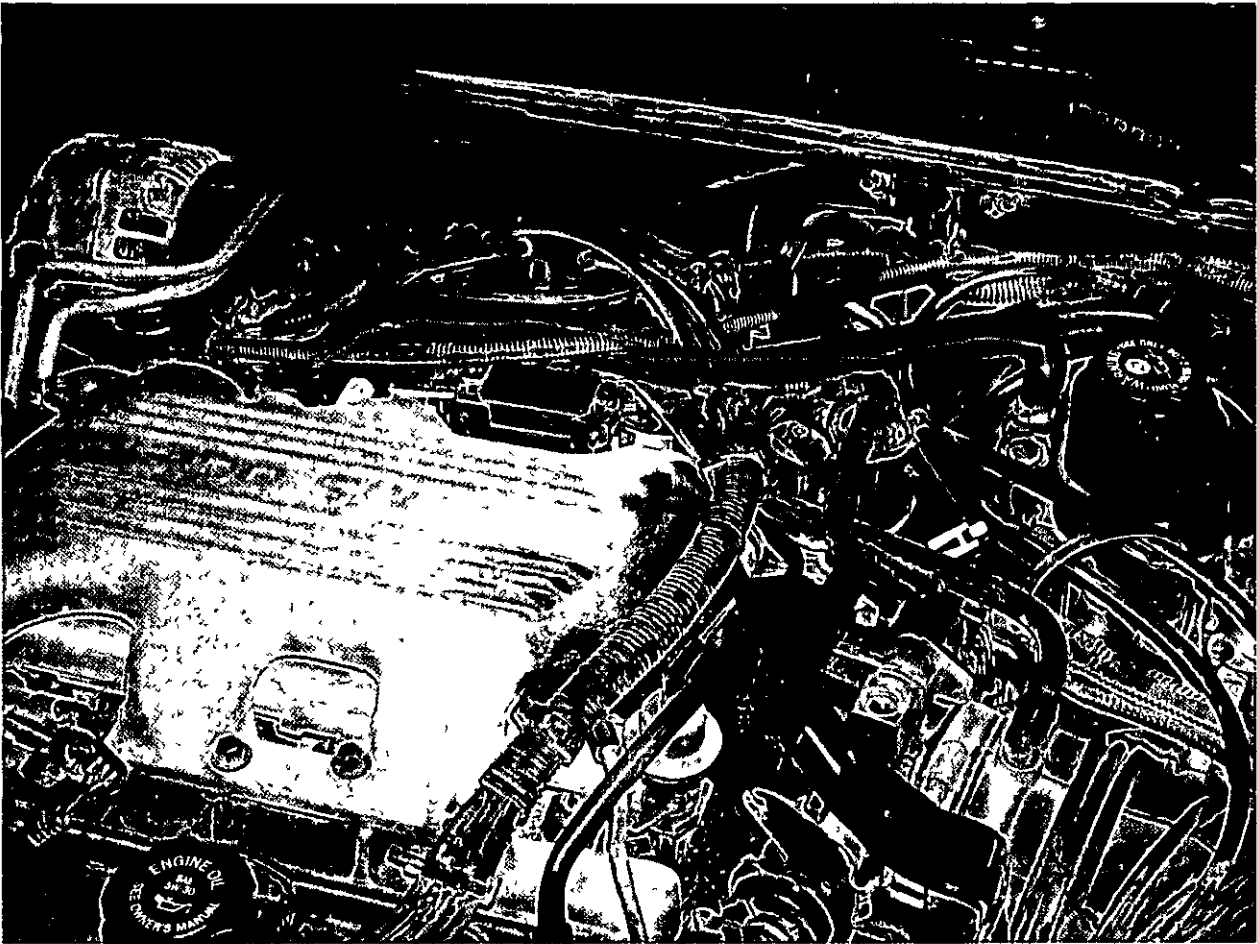


Figure 1 – Vacuum hose that connects intake manifold to power brake booster

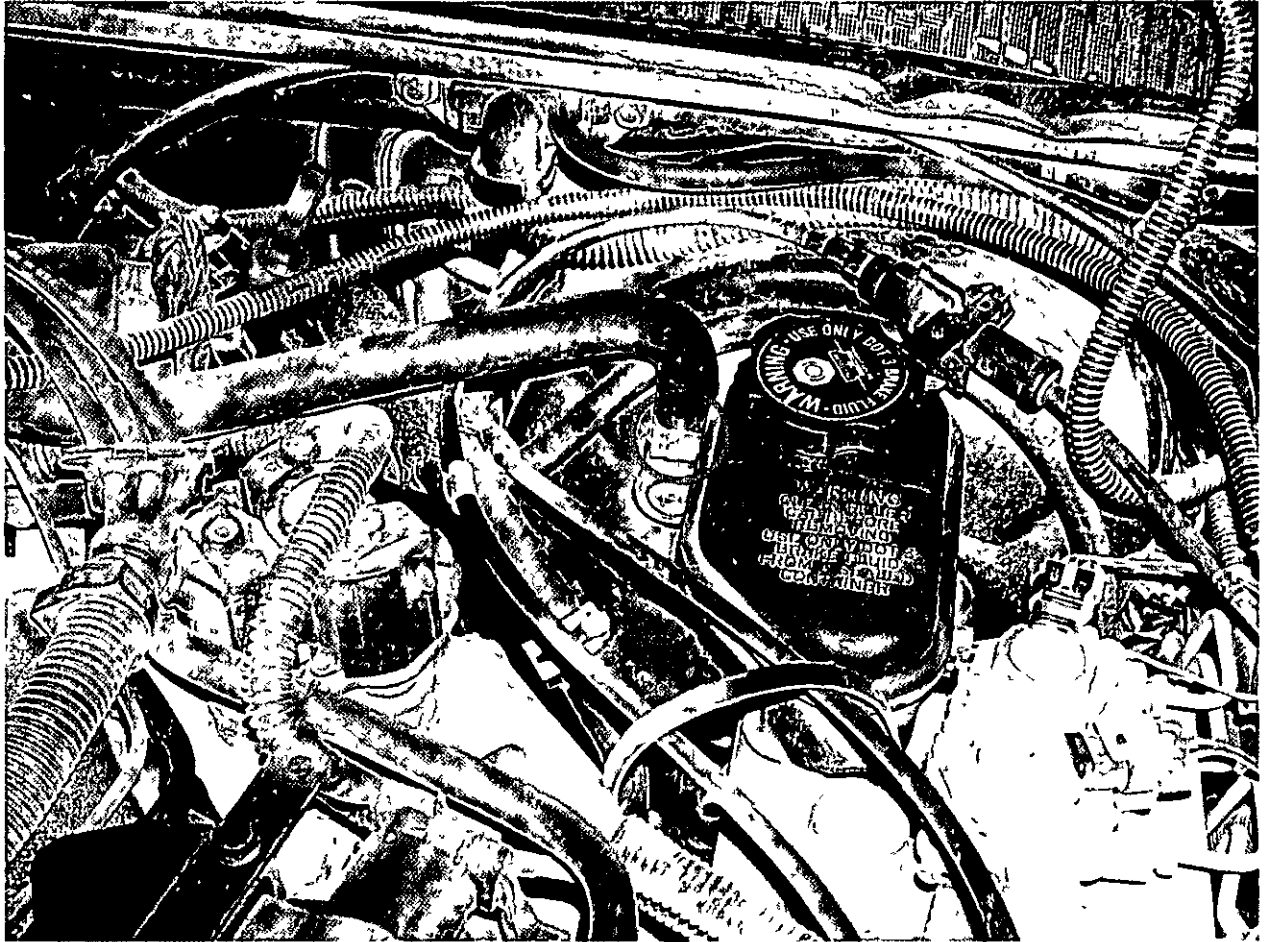


Figure 2 – Location where hose came loose from power brake booster assembly

3 I am claiming damages of \$1,000,000 as I got the living daylight's scared out of me when the subject defect occurred and put my vehicle in an out of control condition I could have been in a serious fatal accident due to loss of vehicle control if this had happened to me on the freeway In short, I could have been killed by this defect

I will withdraw my claim, with prejudice, if GM fixes this problem with a robust design implementation, issues a notice of defect to all vehicle owners affected, and then implements repairs to their vehicles.

4 Attached below is my car title proving that I own the subject defective vehicle

STATE OF MISSOURI

CERTIFICATE OF TITLE

ORIGINAL

TITLE NUMBER
AZ935252

02221JJ940

1G2IV112A19SF290451

YEAR: 95 MAKE: PONT MODEL: GRAND PRIX BODY STYLE: TUDOR FUEL:

CYL: 6 HP: 32 PREVIOUS STATE: MILLAGE AT TIME OF TRANSFER: 53435 TAX PAID PURCHASE DATE: 01/13/98 DATE ISSUED: 02/18/99

OWNER: HAACK JOHN A
2500 VILLAGE LN
FORISTELL MO 63348

MAIL TO:
HAACK JOHN A
2500 VILLAGE LN
FORISTELL MO 63348-2422

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN	LIEN DATE	NAME OF FIRM

SECOND LIEN	LIEN DATE	NAME OF FIRM

RELEASE STATEMENT

ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.

Frank White
DIRECTOR OF REVENUE DCR 307 (8-97)

MD 850-0331 (8-97) **026580223**

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

EXHIBIT B

In re:
MOTORS LIQUIDATION COMPANY, et al. Debtor

Chapter 11
Case no. 09-50026 (REG)

Subject:
Response to 281st OMNIBUS Objection to Claim # 62969 Filed by John Haack

Attached References:
(1) Claim 62969

On 14 June 2012, the GUC Trust filed a 281st Omnibus objection to certain Claims (*see Note 1*). I, John Haack, object to the GUC Trust's motion to expunge my claim for the reasons stated below.

1. My claim, # 62969, alleges that the 1995 Grand Prix SE vehicle that General Motors manufactured in 1995 has a serious vehicle control safety defect problem. When a rubber vacuum hose that connects the engine's intake manifold to the power brake booster assembly comes loose or fails, the engine's revolutions per minute (RMPs) will instantaneously accelerate to their maximum value. This will occur with the driver's foot completely off of the accelerator pedal. Also, complete failure of the vehicle's power braking system will simultaneously occur. When this safety defect occurs, the driver is faced with a runaway car that they cannot stop with normal braking action. This can be classified as a collateral safety defect because engine and car speed dramatically increase while at the same time braking capability is significantly reduced. The driver must exert a tremendous amount of force on the brake pedal in order to control and stop the runaway vehicle. If the subject safety defect occurs while the occupant of the vehicle is driving on the freeway in heavy traffic moving along at normal traffic speed, the defect could cause a serious traffic accident with consequential bodily injuries and property damage. This collateral safety defect affects numerous GM W-Body vehicles (Chevrolet, Pontiac, Oldsmobile and Buick) equipped with the V6 3.1 liter Vortec engine and power brake booster assembly.

2. I submitted claim 62969 on 11/26/09. That was over 2.5 years ago. As a record of fact, in claim 62969 I stated that I would withdraw my claim if GM fixed this safety defect problem with a robust design implementation, issued a notice of safety defect to all vehicle owners affected, and then implemented repairs to all vehicles affected. As a record of fact, the Debtor (GM) has had full knowledge of this vehicle defect for well over 2.5 years. Further, GM may have been aware of this safety defect for a considerably longer period of time, yet the old/new GM has done nothing to remedy it. Further, no attempt has been made to notify the public of this defect and of its life threatening consequences. The only action the Debtor has taken to date is to expunge my claim and all knowledge of this serious product safety defect.

3. While driving the 1995 Grand Prix SE that I own, I experienced the consequences of the subject safety defect as explained in my claim. By the grace of God, I was not injured when this defect occurred. Just scared to death. Because I suffered no bodily injury or property damage, the Debtor wants to expunge my claim. My position on this matter is simple, the Debtor needs to notify the public of this serious safety defect and

then fix it!! In short, do what's ethically right!! I do not want anyone to suffer bodily injury or property damage as a consequence of this safety defect.

In summary, if the Debtor does not want to notify the public of this serious vehicle safety defect, then I propose that the Court award the proceeds of my claim to an independent agency, perhaps another automobile manufacturer, that will use those proceeds to notify the public of this serious product safety defect and take the action necessary to fix it.

As I explained to the GUC Trust Claim Negotiator, the Court may appoint an independent agent to come to my home in Missouri and test drive my car under the defect conditions specified in Claim 62969. I reserve the right to have certain members of the press attend this test drive. I reserve the right to have members of the House Energy and Commerce Committee present at this test drive so that they can provide the same oversight and scrutiny that they executed during the recent Toyota accelerator problem investigation. I reserve the right to have members of the National Highway Traffic Safety Administration present during this test drive.

During the recent Toyota safety issue inquiry, members of Congress posed five questions. First: Why didn't Toyota's quality-control measures prevent the problems that affected millions of cars? Second: How quickly will the automaker be able to bring in and fix those cars? Third: Why was Toyota so slow to make the decisions to recall them? Fourth: Did Toyota **cover up** any early knowledge about the defects, or put its finger on the scales of research meant to find problems with its vehicles? And fifth: Should a grand jury issue subpoenas as the Federal Government launches a criminal investigation into the automobile's safety problems? It is my opinion that if the Debtor is successful in expunging my claim and all knowledge of this serious product safety defect, this action could be conscrewed as criminal cover up. This should not be allowed to happen under any circumstance.

Note 1: The GUC Trust never notified me of the 281st OMNIBUS Objection to my claim. This violates Federal Rules of Bankruptcy Procedure. If a third party Law firm (not connected with this case) in New York had not advised me of the 281st OMNIBUS Objection to my claim, I would not have been unaware of this objection and I would not have been able to respond to this objection. For this reason alone, the GUC Trust's objection to my claim should be over ruled.

REFERENCE 1

CLAIM 62969



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCs, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCs Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Case No.: 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item 4). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or its property): John A. Haack		Your Claim is Scheduled As Follows: If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNIDENTIFIED, or CONFIDENTIAL, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.
Name and address where notices should be sent: JOHN A. HAACK 2500 VILLAGE LN FORISTELL, MO 63348-2422		
Telephone number: Home 636-673-2030 Email Address: Bus: 314-232-1818		
Name and address where payment should be sent (if different from above): Telephone number:		
<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____		
<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.		
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 1,000,000.00 If all or part of your claim is secured, complete items 4 below; however, if all of your claim is unsecured, do not complete items 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is secured pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(): _____ Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on a \$100 and every 5 years thereafter with respect to cases commenced on or after the date of enactment.
2. Basis for Claim: Product Defect Liability (See Attachment 1) (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: 11/26/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <p style="text-align: right;">John A. Haack</p>	FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$300,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
 Modified B10 (GCC) (12/08)

Attachment 1

***COMPLAINT FOR LOSS OF VEHICLE CONTROL PRODUCT DEFECT
JURY TRIAL IS REQUESTED AND DEMANDED, NOTIFICATION OF
TRIAL DATE TO BE PROVIDED TO PLAINTIFF 30 DAYS BEFORE TRIAL
DATE.***

**In re: GENERAL MOTORS CORPORATION / MOTORS
LIQUIDATION COMPANY, ET AL. - LOSS OF VEHICLE
CONTROL PRODUCT DEFECT**

**DEFENDANT: GENERAL MOTORS CORPORATION / MOTORS
LIQUIDATION COMPANY, ET AL.**

PLAINTIFF: JOHN A. HAACK

1. My claim alleges that the 1995 Grand Prix SE that General Motors manufactured in 1995 has a serious vehicle control defect problem. The Defendant did not notify vehicle owners of this defect nor did they implement a corrective action to fix the problem. Note, I own and presently drive a 1995 Grand Prix SE vehicle. It is equipped with a 3.1 liter engine.
2. Description of the Problem – If the rubber vacuum hose that connects the engine intake manifold to the power brake booster assembly comes loose or fails, the engine's revolutions per minute (RMPs) will instantaneously accelerate to their maximum value. This will occur with the driver's foot completely off of the accelerator pedal. Complete loss of the vehicle's power braking function will also simultaneously occur. When this problem occurs, the driver is faced with a runaway car that they cannot stop with normal braking action. A tremendous amount of force must be applied to the brake pedal by the driver in order to control and stop the runaway vehicle.

This defect revealed itself to me one day when I was leaving work. My car had been parked on a parking lot all day long. I started the engine, put the transmission in drive and took off. While I was still exiting the parking lot the engine suddenly went to its maximum RPMs, even with my foot completely removed from the accelerator pedal. When I tried to stop the vehicle, there was no braking action. I had to bear down on the pedal with all of my might to slow down the vehicle. I could not completely stop the vehicle, only slow it down. Fortunately I kept my wits about myself and was able to grab the ignition key and turn off the engine. This stopped the vehicle. There was no engine fault light indication or fault code generated.

If this had happened to me on the freeway while I was driving in heavy traffic moving along at normal traffic speed, I could have been in a serious fatal accident due to loss of vehicle control.

3. Cause of the Problem - There is a rubber hose than goes between the engine intake manifold and the power brake booster assembly (see Figure 1). In my case, the rubber vacuum hose had completely detached itself at the power brake booster assembly end (see Figure 2). I determined that the spring clamp that secures the hose to the power brake booster assembly inlet nozzle did not have sufficient clamp

pressure to adequately secure the hose/nozzle connection. I replaced the spring clamp with a radiator hose screw type clamp to fix the problem. I check the subject hose and clamps periodically to ensure robust connections and that the hose is in good condition. My fix can be classified as a patch fix at best. The proper fix would be to redesign the engine control computer's software. When the control software detects a significant loss in engine vacuum, the control software should turn off the engine and generate an engine code failure.

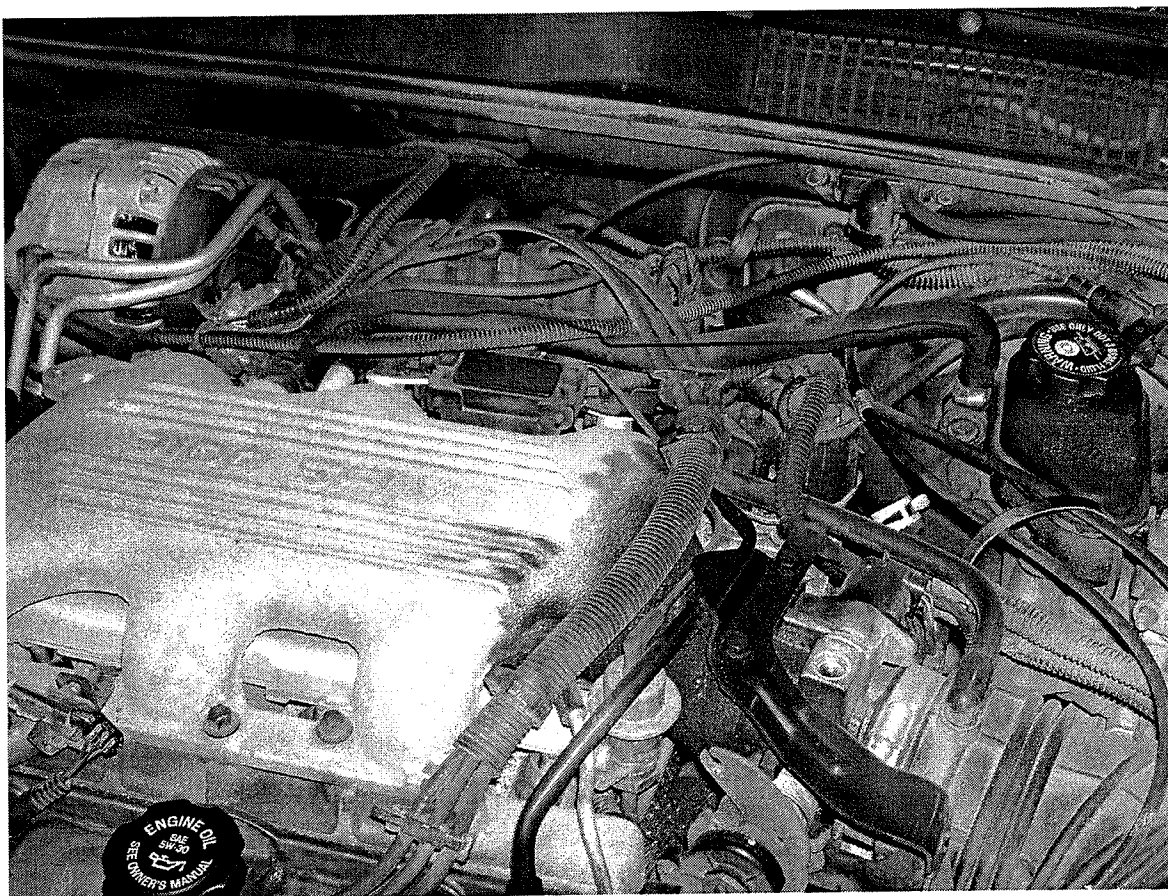


Figure 1 – Vacuum hose that connects intake manifold to power brake booster

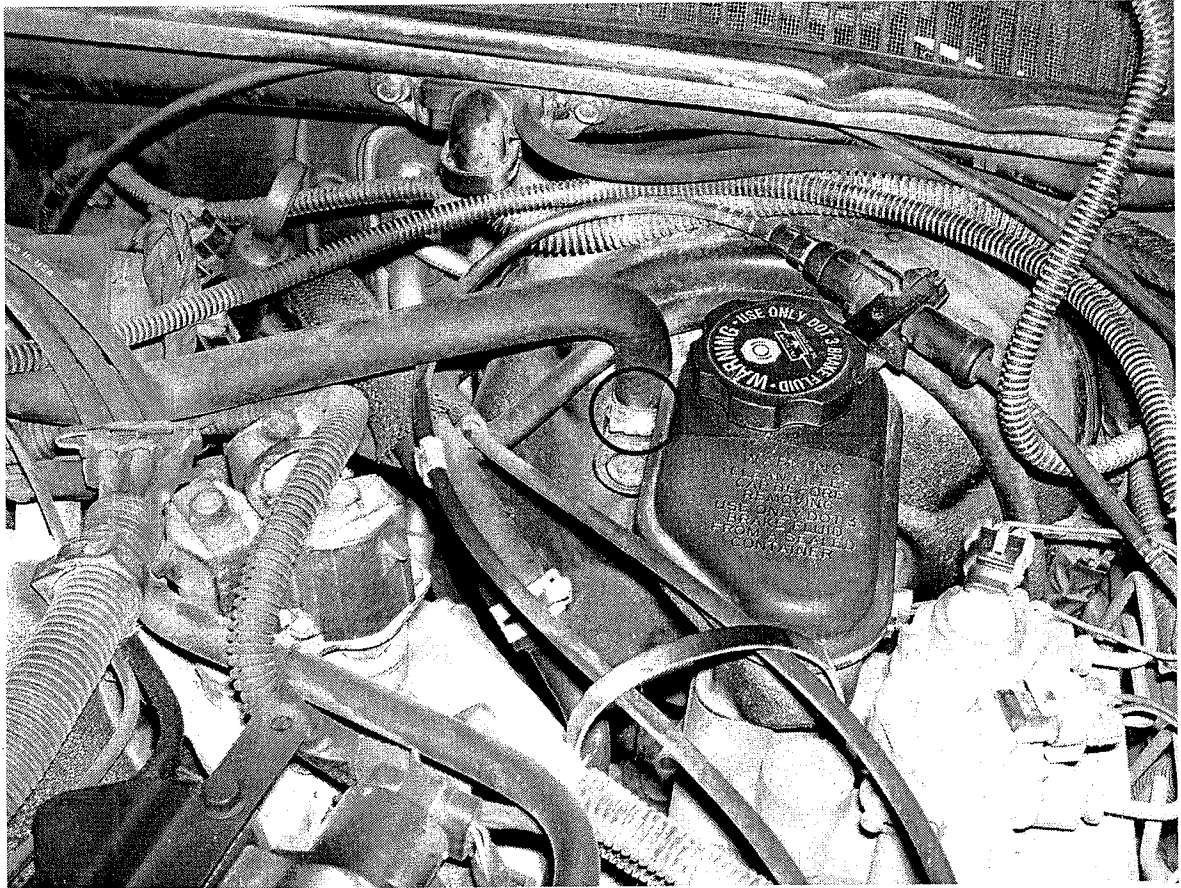


Figure 2 – Location where hose came loose from power brake booster assembly

3. I am claiming damages of \$1,000,000 as I got the living daylight's scared out of me when the subject defect occurred and put my vehicle in an out of control condition. I could have been in a serious fatal accident due to loss of vehicle control if this had happened to me on the freeway. In short, I could have been killed by this defect.

I will withdraw my claim, with prejudice, if GM fixes this problem with a robust design implementation, issues a notice of defect to all vehicle owners affected, and then implements repairs to their vehicles.

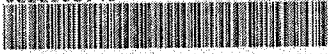
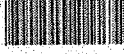

4. Attached below is my car title proving that I own the subject defective vehicle.

STATE OF MISSOURI

CERTIFICATE OF TITLE

ORIGINAL

02221JJ948 TITLE NUMBER
A2935252






VEHICLE IDENTIFICATION NUMBER: **1G2WJ12M9SF290451** YEAR: **95** MAKE: **PONT** MODEL: **GRAND PRIX** BODY STYLE: **TUDOR** FUEL:

CYL: **6** HP: **32** PREVIOUS STATE: MILEAGE AT TIME OF TRANSFER: **53435*** TAX: **PAID** PURCHASE DATE: **01/13/98** DATE ISSUED: **02/18/99**

OWNER: **HAACK JOHN A**
2500 VILLAGE LN
FORISTELL MO: **63348**

MAIL TO:



HAACK JOHN A
2500 VILLAGE LN
FORISTELL MO: **63348-2422**

VEHICLE SUBJECT TO FOLLOWING LIEN(S):

FIRST LIEN	LIEN DATE	NAME OF FIRM

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

*ACTUAL MILEAGE.
ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE
DEPARTMENT OF REVENUE.

Scott W. ...
DIRECTOR OF REVENUE DOR-CRF (1997)

MO 280-8733 (8-97) **026580223**

REGISTRATION AND SALES TAX