

KING & SPALDING

King & Spalding LLP
1185 Avenue of the Americas
New York, NY 10036-4003

Tel: (212) 556-2100
Fax: (212) 556-2222
www.kslaw.com

Arthur Steinberg
Direct Dial: 212-556-2158
asteinberg@kslaw.com

May 12, 2015

**VIA E-MAIL TRANSMISSION
AND ECF FILING**

The Honorable Robert E. Gerber
United States Bankruptcy Judge
United States Bankruptcy Court
Southern District of New York
Alexander Hamilton Custom House
One Bowling Green
New York, New York 10004

**Re: In re Motors Liquidation Company, et al.
Case No. 09-50026 (REG)
Letter Regarding Proposed Judgment for the Court's
April 15, 2015 Decision On New GM's Motions to Enforce ("Decision")¹**

Dear Judge Gerber:

King & Spalding LLP is co-counsel with Kirkland & Ellis LLP for General Motors LLC ("**New GM**") in the above-referenced matter. The parties have exchanged numerous drafts of a proposed judgment memorializing the Decision, and have met and conferred several times over the past few weeks in an attempt to reach agreement as to the form of judgment. While the parties' efforts have resulted in substantive agreement on many provisions and narrowed the areas of disagreement, the parties have been unable to agree completely on the form of proposed judgment.² The principal remaining areas of disagreement are as follows:

1. Dismissal with Prejudice v. Stay of Cases: New GM believes that, with two exceptions,³ the lawsuits commenced by (i) the Pre-Closing Accident Plaintiffs and (ii) the

¹ The Decision is published at *In re Motors Liquidation Co.*, Case No. 09-50026, 2015 WL 1727285 (Bankr. S.D.N.Y. April 15, 2015).

² Attached as **Exhibit "1"** is the proposed form of judgment prepared by New GM ("**New GM Proposed Judgment**"), and (ii) attached as **Exhibit "2"** is a redline comparing the New GM Proposed Judgment with the proposed judgment ("**Designated Counsel Proposed Judgment**") submitted by Designated Counsel. While the subject matter areas of disagreement are discussed in this letter, the Designated Counsel Proposed Judgment also contains certain language changes that were made at the "eleventh hour", that New GM finds objectionable for the reasons set forth in **Exhibit "3"** attached hereto.

³ The two exceptions are *People of California v. General Motors LLC, et al.*, No. 30-2014-00731038-CU-BT-

Honorable Robert E. Gerber
May 12, 2015
Page 2

Ignition Switch Plaintiffs (or certain claims contained in such lawsuits) should be dismissed with prejudice (or claims that violate the Sale Order should be stricken). The filing of those lawsuits (or claims contained therein) violated the injunction contained in the Sale Order and the lawsuits never should have been brought against New GM in the first place. The Plaintiffs agreed to stay their lawsuits until the Court ruled on the Four Threshold Issues. Now that the Court has ruled, the result should be a dismissal with prejudice, which is the standard form of relief to dispose of a lawsuit brought improperly following confirmation of an injunction that bars that lawsuit. *See e.g., In re Motors Liquidation Co.*, No. 09-50026 (REG), 2011 WL 6119664 (Bankr. S.D.N.Y. Nov. 29, 2011) (ordering various plaintiffs to dismiss New GM “with prejudice”); *see also In re Escarent Entities, L.P.*, 519 Fed. App’x 895, 897-98 (5th Cir. Apr. 18, 2013); *New Jersey Transit Corp. v. Am. Premier Underwriters, Inc.*, No. CIV.A.05-CV-06614-JF, 2006 WL 3004893, at *2 (E.D. Pa. Oct. 19, 2006); *In re Residential Capital, LLC*, 508 B.R. 838, 842 (Bankr. S.D.N.Y. 2014).

Designated Counsel’s argument that New GM’s dismissal procedures are unnecessary and cumbersome is without merit. Dismissals with prejudice can be quickly and cleanly executed. For example, in MDL 2543, by virtue of the filing of Consolidated Complaints by Lead Counsel, over 120 separate cases (or causes of action therein) that were brought against New GM throughout the country were dismissed,⁴ and the dismissal relief was supported by Lead Counsel as being efficient, and not too cumbersome to implement.

A dismissal will eliminate confusion and uncertainty regarding the status of the remaining cases that were brought in violation of the Sale Order. A dismissal will also eliminate the possibility that plaintiffs in the proscribed cases will seek relief precluded by the Decision from the court in which their action is docketed or otherwise engage in time-consuming and unnecessary motion practice. Moreover, in the dismissal context, unlike in the stay situation, the parties will not have to deal with the potential circumstance of other courts modifying the stay in the name of managing the docket of their active cases. Having fully litigated this matter, New GM should not have to incur the potential expense, disruption, and risk of inconsistent rulings attendant to a stay. Dismissal of the cases avoids these problems.⁵

For ease of administration, New GM has categorized the lawsuits and claims affected by the Decision on Exhibits A-D attached to its proposed judgment, and proposes the following relief for each.

CXC (Orange County, Cal.) (“**California Action**”) and *State of Arizona v. General Motors LLC*, No. CV2014-014090 (Maricopa County, Ariz.) (“**Arizona Action**,” and with the California Action, the “**State Lawsuits**”). As discussed in Point 2, New GM believes that the State Lawsuits should be stayed until all appeals of the Decision have been decided.

⁴ The dismissals in MDL 2543 were without prejudice because class certification issues have not yet been decided. That circumstance is different than here, where the Four Threshold Issues have been decided.

⁵ These problems are not hypothetical. In the *Elliott* case, after plaintiff’s counsel had been ordered by this Court to withdraw his pending motion to amend the complaint, he refused to do so, and the court where the *Elliott* lawsuit was originally brought by plaintiffs (in violation of the Sale Order) thereafter rendered a decision on plaintiff’s motion to amend.

Honorable Robert E. Gerber
May 12, 2015
Page 3

Exhibit “A” to the New GM Proposed Judgment identifies a dozen Ignition Switch pre-363 Sale accident cases that should be dismissed with prejudice. As this Court recognized in the Decision, “[t]he Pre-Closing Accident Plaintiffs suffered the injury or death underlying their claims in Old GM cars, and with Old GM parts. Any actionable conduct causing that injury or death took place before the 363 Sale—and necessarily was by Old GM, not New GM, and indeed before New GM could have done anything wrong. . . . The Pre-Closing Accident Plaintiffs did not suffer the prejudice that is an element to a denial of due process claim.” 2015 WL 1727285, at *45-*46. Accordingly, dismissal with prejudice for the cases on Exhibit A is necessary and appropriate at this time.

Exhibit “B” to the New GM Proposed Judgment identifies for dismissal with prejudice two Ignition Switch economic loss cases. The first is the Pre-Sale Consolidated Complaint filed in the MDL. As this Court recognized in its Decision, the claims contained in the Pre-Sale Consolidated Complaint “would all be barred under the Sale Order and Injunction, to the extent it is enforceable.” *Id.* at *17 n. 63. Having found that the Sale Order and Injunction *is* enforceable (with the exception of claims arising exclusively from New GM conduct), the dismissal with prejudice of the Pre-Sale Consolidated Complaint is the necessary outcome of the Decision. The second case is *Hailes*. That case was just recently filed in state court and therefore is not yet in the MDL or subject to the dismissal procedures in MDL 2543 for individual economic loss complaints not included in the Consolidated Complaints. *Hailes* alleges Old GM conduct related to an Old GM vehicle, and expressly asserts a theory of successor liability. Accordingly, it should also be dismissed with prejudice as a result of the Decision.

Exhibit “C” to the New GM Proposed Judgment generally identifies Ignition Switch post-363 Sale accident wrongful death/personal injury lawsuits that include additional allegations of discrete economic loss arising from Old GM vehicles and conduct. While the wrongful death/personal injury claims may be Assumed Liabilities because they arise from post-363 Sale accidents, the economic loss claims contained therein arising from Old GM vehicles and conduct are barred. The plaintiffs prosecuting these claims should be required to dismiss the economic loss allegations and claims as being in violation of the Sale Order and Decision. The post-363 Sale accident claims contained in these complaints can proceed. The other cases on Exhibit “C” are the Post-Sale Consolidated Complaint, and three cases brought by Mr. Peller. The Post-Sale Consolidated Complaint will be amended on or about June 12, 2015 pursuant to an order in MDL 2543. Presumably, that amendment will be in conformity with the Decision. The complaints brought by Mr. Peller contain a mix of allegations with regard to Old GM and New GM vehicles and conduct. While those actions are presently stayed pursuant to MDL procedures, the claims therein that are proscribed by the Decision should be dismissed now.

Exhibit “D” to the New GM Proposed Judgment identifies for dismissal with prejudice mostly non-Ignition Switch pre-363 Sale accident lawsuits.⁶ The Decision generally deferred issues on non-Ignition Switch Cases. However, the Court’s “no prejudice” ruling and its ruling

⁶ The one exception is a non-Ignition Switch economic loss case asserting Old GM conduct arising from an Old GM vehicle that is not in MDL 2543 (and thus not otherwise dismissed already).

Honorable Robert E. Gerber
May 12, 2015
Page 4

on pre-363 Sale accidents for Ignition Switch cases should apply equally to non-Ignition Switch cases. The Sale Agreement makes no distinction between pre-sale accident or economic loss claims based on the nature of the defect alleged in the complaint. Likewise, the objections to the Sale Motion and arguments at the Sale Hearing did not make those distinctions either. The New GM Proposed Judgment contains a summary procedure to address this issue, providing notice to each of these plaintiffs and an opportunity to challenge the dismissal New GM believes necessarily arises from the Decision. The failure to include this type of provision could lead to potentially more complex litigation in this Court relating to the Non-Ignition Switch Motion to Enforce.

Importantly, New GM's dismissal procedures preserve the rights of plaintiffs therein if the Decision is reversed on appeal, including tolling the statute of limitations and providing that plaintiffs should be returned to the identical position they were in prior to dismissal. It also allows plaintiffs to challenge the dismissal/strike pleading remedy if they have a good faith basis to do so. New GM understands that, while Designated Counsel are proposing a "stay" resolution for cases affected by the Decision, plaintiffs do not object to the procedures New GM has proposed if the Court agrees with New GM's "dismissal" resolution.

2. Disposition of State Lawsuits: The New GM Proposed Judgment provides that the State Lawsuits continue to be stayed, subject to the right of plaintiffs to seek relief from this Court for good cause shown. The State Lawsuits were brought after the Motion to Enforce was filed (in violation of the Sale Order), and counsel therein immediately agreed to stay their lawsuits pending the Court's resolution of the Four Threshold Issues. That *status quo* should be preserved.

While the State Lawsuits are not part of MDL 2543, the complaints in the State Lawsuits assert many of the same allegations and claims found in the Consolidated Complaints. That is not surprising since counsel for the plaintiffs in the State Lawsuits are also Co-Lead Counsel and members of the Executive Committee in MDL 2543.

The basis for Designated Counsels' argument that the State Lawsuits should proceed in the state courts is their allegation that the State Lawsuits assert claims based only on New GM conduct. However, if that were the case, the plaintiffs in the State Lawsuits would never have entered into Stay Stipulations while waiting for this Court to decide the Motions to Enforce. Moreover, a cursory review of the complaints in the State Lawsuits demonstrates that they have pled Old GM conduct. The complaint in the California Action includes at least 18 paragraphs specifically alleging events that took place prior to the 363 Sale; the complaint in the Arizona Action similarly includes at least 75 paragraphs asserting pre-363 Sale conduct. Such allegations are expressly proscribed by the Decision, and the Sale Order is binding on the plaintiffs in the State Lawsuits.⁷

It is true that the State Lawsuits are similar in nature to the lawsuits contained in Exhibit "C" to the New GM Proposed Judgment (in that both sets of cases assert a mix of claims

⁷ See Sale Order, ¶ 8 (making injunction applicable to governmental authorities).

Honorable Robert E. Gerber
May 12, 2015
Page 5

involving Old GM and New GM conduct). Unlike the cases on Exhibit “C,” however, New GM believes that the State Lawsuits should continue to be stayed as opposed to requiring the plaintiffs to amend their complaint by striking the offending claims (which is the treatment sought for the lawsuits set forth in Exhibit “C”). The State Lawsuits should be treated differently because the plaintiffs in the State Lawsuits already have stated they will not amend their complaints to eliminate the claims that New GM believes violate the Decision.

Based on that representation, motion practice may well ensue on the issue of whether the State Lawsuit complaints can go forward as currently pled. That issue should be decided first by this Court because of its exclusive jurisdiction over the Sale Order. That would have been the result (and should be the result now) if the plaintiffs had filed a No-Stay Pleading instead of agreeing to a Stay Stipulation.⁸ Designated Counsel should not be permitted to end-run this Court’s jurisdiction by asking that these two cases—unlike *every* other case in the country —be permitted to go forward in disparate state courts to decide core bankruptcy issues in potentially inconsistent ways. New GM should be given a full opportunity to address this issue in this Court, which is what would occur if the States moved to modify the stay here, should they choose to do so.

3. Language Regarding Barred Claims: In its Proposed Judgment, New GM contends that “any claims and/or causes of action that the Ignition Switch Plaintiffs may have against New GM concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery, are forever barred and enjoined pursuant to the Sale Order.” The Designated Counsel Proposed Judgment seeks to limit the types of claims that are barred to just claims “based on successor liability[.]” But the Decision was not so limiting. Specifically, the Court found that “it is plain that to the extent the Plaintiffs seek to impose successor liability, *or to rely, in suits against New GM, on any wrongful conduct by Old GM*, these are actually claims against Old GM, and not New GM.” 2015 WL 1727285, at *8; *see also id.* at *68 (“The Economic Loss Plaintiffs (but not the Pre-Closing Sale Claimants) may, however, assert otherwise viable claims against New GM for any causes of action that might exist arising solely out of New GM’s own independent, post-Closing acts, so long as those Plaintiffs’ claims do not in any way rely on any acts of or conduct by Old GM.”). The language proposed in the New GM Proposed Judgment is consistent with the Decision; the Designated Counsel Proposed Judgment is not.

4. Language Regarding GUC Trust Assets: The language in the New GM Proposed Judgment incorporates the GUC Trust/Unitholders views, and is consistent with the Decision. Both New GM and the GUC Trust/Unitholders read the Decision as forbidding any of the assets of the GUC Trust, whenever obtained, to be used to satisfy any claims not yet filed by the parties opposing the Motions to Enforce. The Court succinctly stated in the Decision that

⁸ The plaintiffs in the California Action filed a “limited” no-stay pleading, seeking to litigate a remand motion in the Central District of California, but otherwise agreed to accept this Court’s jurisdiction for all purposes. *See “Limited” No Stay Pleading*, dated August 19, 2014 [Dkt. No. 12862], at 2 (“the [plaintiff] merely asks that it be given the opportunity to oppose JPML transfer and to proceed with a motion to remand this action back to the California Orange County Superior Court where it was originally filed, where the [plaintiff] agrees it will be stayed pending further proceedings before this Court”).

Honorable Robert E. Gerber
May 12, 2015
Page 6

“[t]he Plaintiffs may file late claims, and to the extent otherwise appropriate such late claims may hereafter be allowed—***but the assets of the GUC Trust may not be tapped to satisfy them, nor will Old GM's Plan be modified in this or any other respect.***” 2015 WL 1727285, at *68. (emphasis added). There is no qualification in this statement, and there are no temporal limitations. Designated Counsel’s definition of GUC Trust Assets seeks to change that fundamental finding.

Also, in order to ensure that the Court’s equitable mootness finding is binding on all parties to the Motions to Enforce (and not just the Plaintiffs’ cases), a result that New GM and the GUC Trust/Unitholders believe is compelled by the Decision, there are summary procedures included in the Proposed Judgment to afford non-Ignition Switch parties to the Motions to Enforce an opportunity to challenge that conclusion. The failure to include this type of provision could lead to potentially more complex litigation in this Court on the equitable mootness ruling.

5. Language Regarding Disputed Facts: Designated Counsel request that language be included in their proposed judgment regarding the disputed facts submitted by the parties in connection with the Four Threshold Issues. They ask this Court to make a finding that such disputed facts did not raise any “genuine issue of material fact as to any of the Four Threshold Issues, and that treating any of the disputed facts as part of the undisputed stipulated record would not have affected the Decision.” This alleged “finding” is found nowhere in the Decision and, in fact, is inconsistent with the Decision. The Court specifically stated in the Decision that it “asked the parties to agree on stipulated facts, and they did so. By analogy to motions for summary judgment, ***the Court has relied only on undisputed facts.***” 2015 WL 1727285, at *9 n. 17. The Court never mentions the “disputed facts” in the Decision, let alone that they did not raise any issues or would have affected the ruling. Designated Counsel’s proposed language is not part of the Decision and should be rejected.

Also, Designated Counsel has removed a critical sentence in Paragraph 15 of the New GM Proposed Judgment that ensures that the Court’s ruling on the Four Threshold Issues, and the actions proscribed and to be taken on account thereof pursuant to the Decision and Proposed Judgment, are enforceable.

Based on the foregoing, New GM respectfully requests that the New GM Proposed Judgment be entered.

Respectfully submitted,

/s/ Arthur Steinberg

Arthur Steinberg

AJS/sd
Encl.

Honorable Robert E. Gerber
May 12, 2015
Page 7

cc: Edward S. Weisfelner
Howard Steel
Sander L. Esserman
Jonathan L. Flaxer
S. Preston Ricardo
Matthew J. Williams
Lisa H. Rubin
Keith Martorana
Daniel Golden
Deborah J. Newman
Jamison Diehl
William Weintraub
Steve W. Berman
Elizabeth J. Cabraser
Robert C. Hilliard

Exhibit 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

JUDGMENT

For the reasons set forth in the Court’s *Decision on Motion to Enforce Sale Order*, entered on April 15, 2015 (“**Decision**”),¹ it is hereby ORDERED AND ADJUDGED as follows:

1. For the reasons set forth in the Decision, the Ignition Switch Plaintiffs and the Ignition Switch Pre-Closing Accident Plaintiffs (collectively, the “**Plaintiffs**”) were “known creditors” of the Debtors. The Plaintiffs did not receive the requisite notice from Old GM of the sale of substantially all of the assets of Old GM to New GM (“**363 Sale**”).

2. Subject to the sole exception of the Independent Claims (as herein defined), for the reasons set forth in the Decision, the Ignition Switch Plaintiffs have not established a due process violation with respect to the 363 Sale.

3. For the reasons set forth in the Decision, the Ignition Switch Pre-Closing Accident Plaintiffs have not established a due process violation with respect to the 363 Sale.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Decision. For purposes of this Judgment, the following terms shall apply: (i) “**Ignition Switch Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM asserting economic losses based on or arising from the Ignition Switch in the Subject Vehicles (each term as defined in the *Agreed and Disputed Stipulations of Fact Pursuant to the Court’s Supplemental Scheduling Order, Dated July 11, 2014*, filed on August 8, 2014 [Dkt. No. 12826], at 3); (ii) “**Pre-Closing Accident Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM based on an accident or incident that occurred prior to the closing of the 363 Sale; (iii) “**Ignition Switch Pre-Closing Accident Plaintiffs**” shall mean that subset of the Pre-Closing Accident Plaintiffs that had the Ignition Switch in their Subject Vehicles; (iv) “**Non-Ignition Switch Pre-Closing Accident Plaintiffs**” shall mean that subset of Pre-Closing Accident Plaintiffs that are not Ignition Switch Pre-Closing Accident Plaintiffs; and (v) “**Non-Ignition Switch Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM asserting economic losses based on or arising from an alleged defect, other than the Ignition Switch, in an Old GM vehicle.

4. The Ignition Switch Plaintiffs were prejudiced by the failure of Old GM to give them the requisite notice of the 363 Sale with respect to the Independent Claims. For the reasons set forth in the Decision, the Ignition Switch Plaintiffs established a due process violation with respect to the Independent Claims. The Sale Order shall be deemed modified to permit the assertion of Independent Claims. For purposes of this Judgment, “**Independent Claims**” shall mean claims or causes of action asserted by Ignition Switch Plaintiffs against New GM involving Old GM vehicles or parts that are based solely on New GM’s own, independent, post-Closing acts or conduct. Nothing set forth herein should be construed to imply whether or not Ignition Switch Plaintiffs have viable Independent Claims against New GM.

5. Except for the modification to permit the assertion of Independent Claims by the Ignition Switch Plaintiffs, the Sale Order shall remain unmodified and in full force and effect.

6. For the reasons set forth in the Decision, the Plaintiffs were prejudiced by the failure of Old GM to give them the requisite notice of the deadline (“**Bar Date**”) to file proofs of claim against the Old GM bankruptcy estate. The Plaintiffs who did not file a proof of claim prior to the Bar Date may petition the Bankruptcy Court (on motion and notice) for authorization to file late proofs of claim against the Old GM bankruptcy estate. The Court has not determined whether any late proof of claim will ultimately be allowed. However, based on the doctrine of equitable mootness, in no event shall the assets of the GUC Trust held at any time in the past, now, or in the future (collectively, the “**GUC Trust Assets**”) be used to satisfy any claims of the Plaintiffs, nor will Old GM’s Plan be modified with respect to such claims. The preceding sentence shall not apply to any Plaintiffs that had a claim previously allowed by the Court, but in no event shall they be entitled to increase the amount of such allowed claim without the prior

authorization of the Bankruptcy Court or an appellate court following an appeal from the Bankruptcy Court.

7. Any claims and/or causes of action brought by the Ignition Switch Pre-Closing Accident Plaintiffs against New GM that seek to hold it liable for accidents or incidents that occurred prior to the closing of the 363 Sale are barred and enjoined pursuant to the Sale Order. The Ignition Switch Pre-Closing Accident Plaintiffs shall not assert or maintain any such claim or cause of action against New GM.

8. (a) Subject to the other provisions of this paragraph 8, the Ignition Switch Pre-Closing Accident Plaintiffs, including without limitation the Ignition Switch Pre-Closing Accident Plaintiffs identified in Exhibit "A" attached hereto, shall each dismiss, with prejudice, within 17 business days after the entry of this Judgment, any lawsuit commenced by them against New GM and, within 22 business days after the entry of this Judgment, each of the Ignition Switch Pre-Closing Accident Plaintiffs shall file with the Clerk of this Court evidence of the dismissal of such lawsuit.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit "A," by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: "The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 8 of the Judgment."

(c) If counsel for an Ignition Switch Pre-Closing Accident Plaintiff identified on Exhibit "A" believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit against New GM should not be dismissed, it shall file a pleading

with this Court within 17 business days of this Judgment (“**No Dismissal Pleading**”). The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) For any lawsuit filed by Ignition Switch Pre-Closing Accident Plaintiffs that is dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Pre-Closing Accident Plaintiffs can maintain the lawsuit against New GM heretofore dismissed pursuant to this Judgment, all of the Ignition Switch Pre-Closing Accident Plaintiffs’ rights against New GM that existed as of the dismissal of their lawsuit shall be reinstated as if the dismissal never occurred.

9. Except for Independent Claims and Assumed Liabilities, if any, all claims and/or causes of action that the Ignition Switch Plaintiffs may have against New GM concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery, are barred and enjoined pursuant to the Sale Order.

10. (a) Subject to the other provisions of this paragraph 10 and unless already dismissed without prejudice pursuant to an order(s) entered in MDL 2543, the Ignition Switch Plaintiffs shall each dismiss, with prejudice, on or before June 12, 2015, any lawsuit commenced by them against New GM. Exhibit “B” is a list of the lawsuits to be dismissed with prejudice. The lawsuits identified on Exhibit “B” include the Pre-Sale Consolidated Complaint. On or before June 15, 2015, the Ignition Switch Plaintiffs, other than those whose complaints already

have been dismissed by operation of orders entered in MDL 2543, shall file with the Clerk of this Court evidence of the dismissal of such lawsuits that are required to be dismissed pursuant to this Judgment.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit “B”, by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: “The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 10 of the Judgment.”

(c) If a counsel listed on Exhibit “B” believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit against New GM should not be dismissed, it shall file a No Dismissal Pleading with this Court within 17 business days of this Judgment. The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) For any lawsuit of the Ignition Switch Plaintiffs listed on Exhibit “B” that is dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Plaintiffs can maintain the lawsuit against New GM heretofore dismissed pursuant to this Judgment, all of the Ignition Switch Plaintiffs’ rights against New GM that existed prior to the dismissal of their lawsuit shall be reinstated as if the dismissal never occurred.

11. (a) Subject to the other provisions of this paragraph 11 and unless already dismissed without prejudice pursuant to an order(s) entered in MDL 2543, the Ignition Switch Plaintiffs shall each amend their respective complaints on or before June 12, 2015, such that all allegations, claims and/or causes of action concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery are stricken, and only Independent Claims are pled. Exhibit "C" is a list of the lawsuits that are to be amended by the Ignition Switch Plaintiffs. The lawsuits identified on Exhibit "C" include the Post-Sale Consolidated Complaint.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit "C", by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: "The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 11 of the Judgment."

(c) If a counsel listed in the lawsuits on Exhibit "C" believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its allegations, claims or causes of action against New GM, should not be stricken, it shall file a pleading with this Court within 17 business days of this Judgment ("**No Strike Pleading**"). The No Strike Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Strike Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) If an Ignition Switch Plaintiff fails to either (i) amend their respective complaints on or before June 12, 2015, such that all allegations, claims and/or causes of action concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery are stricken, and only Independent Claims are pled, or (ii) timely file a No Strike Pleading with the Court within the time period set forth above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days' notice, with an attached order ("**Strike Order**") that directs the Ignition Switch Plaintiff to strike specifically-identified allegations, claims and/or causes of action contained in their complaint that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Strike Order.

(e) For any allegations, claims or causes of action of the Ignition Switch Plaintiffs listed on Exhibit "C" that are stricken pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of the amended complaint to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Plaintiffs can maintain the claims or causes of action against New GM heretofore stricken pursuant to this Judgment, all of the Ignition Switch Plaintiffs' rights against New GM that existed prior to the striking of such claims or causes of action pursuant to this Judgment shall be reinstated as if the striking of such claims or causes of action never occurred.

12. The lawsuits captioned *People of California v. General Motors LLC, et al.*, No. 30-2014-00731038-CU-BT-CXC (Orange County, Cal.) and *State of Arizona v. General Motors LLC*, No. CV2014-014090 (Maricopa County, Ariz.) shall remain stayed without prejudice to the

plaintiffs in such lawsuits seeking relief from the stay in this Bankruptcy Court for good cause shown.

13. (a) To the fullest extent permissible, the rulings set forth herein and in the Decision that proscribe claims and actions being taken against New GM or the GUC Trust shall apply equally to the Non-Ignition Switch Pre-Closing Accident Plaintiffs and the Non-Ignition Switch Plaintiffs including those identified on Exhibit “D” attached hereto. As a result, the Sale Order remains unmodified and in full force and effect with respect to the Non-Ignition Switch Pre-Closing Accident Plaintiffs and Non-Ignition Switch Plaintiffs. To the extent an issue shall arise in the future as to whether (i) the Non-Ignition Switch Pre-Closing Accident Plaintiffs and Non-Ignition Switch Plaintiffs were known or unknown creditors of the Debtors, (ii) the doctrine of equitable mootness bars the use of any GUC Trust Assets to satisfy late-filed claims of the Non-Ignition Switch Pre-Closing Accident Plaintiffs and Non-Ignition Switch Plaintiffs, or (iii) the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs were otherwise bound by the provisions of the Sale Order, the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs shall be required to first seek resolution of such issues from this Court before proceeding any further against New GM and/or the GUC Trust.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel for the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs identified on Exhibit “D”, by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: “The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 13 of the Judgment.”

(c) If a counsel for a Non-Ignition Switch Pre-Closing Accident Plaintiff or Non-Ignition Switch Plaintiff listed on Exhibit “D” believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit, or certain claims or causes of action contained therein, against New GM should not be dismissed or stricken, it shall file a No Dismissal Pleading with this Court within 17 business days of this Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) If counsel for a Non-Ignition Switch Pre-Closing Accident Plaintiff or a Non-Ignition Switch Plaintiff believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to believe that any of the GUC Trust Assets may be used to satisfy late proofs of claim filed by them that may ultimately be allowed by the Bankruptcy Court, it shall file a pleading with this Court within 17 business days of this Judgment (“**GUC Trust Asset Pleading**”). The GUC Trust Asset Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a GUC Trust Asset Pleading is timely filed, the GUC Trust, the GUC Trust Unitholders and/or New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(e) If a Non-Ignition Switch Pre-Closing Accident Plaintiff or Non-Ignition Switch Plaintiff listed on Exhibit “D” fails to timely file a No Dismissal Pleading with the Court within the time period set forth in paragraphs 13(c) and (d) above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days’ notice, with an attached order (“**Dismissal Order**”) that directs the Non-Ignition Switch Pre-Closing Accident Plaintiff or Non-Ignition Switch Plaintiff to dismiss with prejudice its lawsuit, or certain claims or causes of action contained therein that violate the Decision, this Judgment and/or the Sale Order (as

modified by the Decision and Judgment), within 17 business days of receipt of the Dismissal Order. For any lawsuit, or any claims or causes of action contained therein, of the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs that are dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal, such that the appellate court finds that the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs can maintain the lawsuit or claims or causes of action against New GM heretofore dismissed or stricken pursuant to this Judgment, all of the Non-Ignition Switch Pre-Closing Accident Plaintiffs' or Non-Ignition Switch Plaintiffs' rights against New GM that existed prior to the dismissal of their lawsuit or the striking of claims or causes of action pursuant to this Judgment shall be reinstated as if the dismissal or the striking of such claims or causes of action never occurred.

14. The Court adopts the legal standard for "fraud on the court" as set forth in the Decision.

15. By agreement of New GM, Designated Counsel for the Ignition Switch Plaintiffs, the GUC Trust, and the GUC Trust Unitholders, and approved by the Court, no discovery in the Bankruptcy Court was conducted in connection with the resolution of the Four Threshold Issues. The Ignition Switch Pre-Closing Accident Plaintiffs did not challenge the earlier decision not to seek discovery in the Bankruptcy Court in connection with the Bankruptcy Court's determination of the Four Threshold Issues. New GM, Designated Counsel, the Groman Plaintiffs, the GUC Trust, and the GUC Trust Unitholders developed and submitted to the Court a set of agreed upon stipulated facts. Such parties also submitted to the Bankruptcy Court certain disputed facts and exhibits. The Court decided the Four Threshold Issues on the agreed upon stipulated facts only.

The Groman Plaintiffs requested discovery with respect to the Four Threshold Issues but the other parties opposed the discovery request, and the Court denied the Groman Plaintiffs' discovery request. For these reasons (and others), the findings of fact in the Decision shall apply only for the purpose of this Court's resolution of the Four Threshold Issues and shall have no force or applicability in any other legal proceeding or matter, including without limitation, MDL 2543. Notwithstanding the foregoing, in all events, however, the Decision and Judgment shall apply with respect to (a) the Court's interpretation of the enforceability of the Sale Order, and (b) the actions of the affected parties that are authorized and proscribed by the Decision and Judgment.

16. The Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, to construe or enforce the Sale Order, this Judgment, and/or the Decision on which it was based.

17. Pursuant to Bankruptcy Rule 8006(e)(1), for the reasons stated in the Decision, the Court hereby certifies this Judgment for direct appeal to the Circuit Court ("**Appeal**"). The Ignition Switch Plaintiffs, the Pre-Closing Accident Plaintiffs, the Non-Ignition Switch Plaintiffs, New GM, the GUC Trust, the GUC Trust Unitholders and the Groman Plaintiffs each reserve all of their rights with respect to the Appeal, including the right to challenge any of the factual and legal findings made by the Court in the Decision and to challenge certification for direct appeal.

18. The parties have stipulated that they shall not file any voluntary supplemental statements regarding the Court's certification of the Appeal as allowed pursuant to Bankruptcy Rule 8006(e)(2), and shall submit all statements either in support or against certification of the Appeal in the Circuit Court.

19. Count One of the amended complaint (“**Groman Complaint**”) filed in *Groman et al v. General Motors LLC* (Adv. Proc. No. 14-01929 (REG)) is dismissed with prejudice. The remaining counts of the Groman Complaint that deal with the “fraud on the court” issue are deferred and stayed until 30 days after all appeals of the Decision and Judgment are decided. With respect to Count One of the Groman Complaint, (i) the statute of limitations shall be tolled from the date of dismissal of Count One to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Groman Plaintiffs can maintain the cause of action in Count One of the Groman Complaint heretofore dismissed pursuant to this Judgment, the Groman Plaintiffs’ rights against New GM that existed as of the dismissal of Count One shall be reinstated as if the dismissal of Count One never occurred.

20. New GM is hereby authorized to serve this Judgment and the Decision upon any additional party (and/or their attorney) (each, an “**Additional Party**”) that commences a lawsuit and/or is not otherwise on Exhibits “A” through “D” hereto (each, an “**Additional Lawsuit**”) against New GM that would be proscribed by the Sale Order (as modified by the Decision and Judgment). Any Additional Party shall have 17 business days upon receipt of service by New GM of the Decision and Judgment to dismiss, with prejudice, such Additional Lawsuit or the allegations, claims or causes of action contained in such Additional Lawsuit that would violate the Decision, this Judgment, and the Sale Order (as modified by the Decision and Judgment). If any Additional Party has a good faith basis to maintain that the Additional Lawsuit or certain allegations, claims or causes of action contained in such Additional Lawsuit should not be dismissed with prejudice, such Additional Party shall, within 17 business days upon receipt of the Decision and Judgment, file with this Court a No Dismissal Pleading explaining why such

Additional Lawsuit or certain claims or causes of action contained therein should not be dismissed with prejudice. The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. New GM shall file a response to the No Dismissal Pleading within 17 business days of service of the No Dismissal Pleading. The Court will schedule a hearing thereon if it believes one is necessary. If an Additional Party fails to either (i) dismiss with prejudice the Additional Lawsuit or the claims and/or causes of action contained therein that New GM asserts violates the Decision, Judgment, and/or Sale Order (as modified by the Decision and Judgment), or (ii) timely file a No Dismissal Pleading with the Court within the time period set forth above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days' notice, with an attached Dismissal Order that directs the Additional Party to dismiss with prejudice the Additional Lawsuit or the claims and/or causes of action contained therein that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Dismissal Order. With respect to any lawsuit that is dismissed pursuant to this Paragraph, (i) the statute of limitations shall be tolled from the date of dismissal of such lawsuit to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Additional Party can maintain the lawsuit heretofore dismissed pursuant to this Judgment, the Additional Party's rights against New GM that existed as of the dismissal of the lawsuit shall be reinstated as if the dismissal of the lawsuit never occurred. For the avoidance of doubt, nothing in this Paragraph 20 shall apply to the Amended Consolidated Complaint to be filed in MDL 2543 on or before June 12, 2015.

Dated: New York, New York
May __, 2015

UNITED STATES BANKRUPTCY JUDGE

Exhibit “A”: Complaints Alleging Pre-Closing Ignition Switch Accidents To Be Dismissed

Bachelder, et al. v. General Motors LLC, MDL No. 1:15-cv-00155-JMF (S.D.N.Y.)²

Betancourt Vega v. General Motors LLC, et al., No. 3:15-cv-01245-DRD (D.P.R.)
(MDL No. 1:15-cv-02638)

Bledsoe, et al. v. General Motors LLC, MDL No. 1:14-cv-07631-JMF (S.D.N.Y.)³

Boyd, et al. v. General Motors LLC, No. 4:14-cv-01205-HEA (E.D. Mo.)
(MDL No. 1:14-cv-08385)⁴

Doerfler-Bashucky v. General Motors LLC, et al., No. 5:15-cv-00511-GTS-DEP (N.D.N.Y.)

Edwards, et al. v. General Motors LLC, MDL No. 1:14-cv-06924-JMF (S.D.N.Y.)⁵

Johnston-Twining v. General Motors LLC, et al., No. 3956 (Philadelphia County, Pa.)

Meyers v. General Motors LLC, No. 1:15-cv-00177-CCC (M.D. Pa.)

Occulto v. General Motors Co., et al., No. 15-cv-1545 (Lackawanna County, Pa.)

Scott v. General Motors Company, et al., No. 8:15-cv-00307-JDW-AEP (M.D. Fla.)
(MDL No. 1:15-cv-01790)

Vest v. General Motors LLC, et al., No. 1:14-cv-24995-DAF (S.D. W.Va.)
(MDL No. 1:14-cv-07475)

² The *Bachelder* complaint includes both Ignition Switch and non-Ignition Switch Pre-Closing Accident vehicles subject to the Judgment. Accordingly, it is listed both on Exhibits “A” and “D.”

³ The *Bledsoe* complaint includes both Ignition Switch and non-Ignition Switch Pre-Closing Accident vehicles subject to the Judgment. Accordingly, it is listed both on Exhibits “A” and “D.” In addition, the *Bledsoe* complaint includes economic loss claims regarding Old GM conduct and vehicles and, therefore, also appears on Exhibit “C.”

⁴ The *Boyd* complaint contains allegations regarding both a Pre-Closing ignition switch accident and one or more Post-Closing ignition switch accidents. To the extent the complaint concerns one or more Post-Closing ignition switch accidents, those portions of the *Boyd* complaint that assert Product Liabilities (as defined in the Sale Agreement) based on a Post-Closing ignition switch accident are not subject to the Judgment.

⁵ The *Edwards* complaint includes both Ignition Switch and non-Ignition Switch Pre-Closing Accident vehicles subject to the Judgment. Accordingly, it is listed both on Exhibits “A” and “D.”

Exhibit "B": Economic Loss Complaints To Be Dismissed

Hailes, et al. v. General Motors LLC, et al., No. 15PU-CV00412 (Pulaski County, Mo.)

In re General Motors LLC Ignition Switch Litigation, 14-MD-2543, *Consolidated Class Action Complaint Against New GM For Recalled Vehicles Manufactured By Old GM and Purchased Before July 11, 2009*

**Exhibit “C”: Complaints Containing Particular Allegations
And/Or Claims Barred By Sale Order To Be Stricken**

Post-Sale Personal Injury/Wrongful Death Complaints With Economic Loss Claims To Be Stricken:

Ackerman v. General Motors Corp., et al., No. MRS-L-2898-14 (Morris County, N.J.)
Austin, et al. v. General Motors LLC, No. 2015-L- 000026 (St. Clair County, Ill.)
Berger, et al. v. General Motors LLC, No. 9241/2014 (Kings County, N.Y.)
Casey, et al. v. General Motors LLC, et al., No. 2014-54547 (Texas MDL)
Colarossi v. General Motors, et al., No. 14-22445 (Suffolk County, N.Y.)
Dobbs v. General Motors LLC, et al., No. 49D051504PL010527 (Marion County, Ind.)
Felix, et al. v. General Motors LLC, No. 1422-CC09472 (City of St. Louis, Mo.)
Gable, et al. v. Walton, et al., No. 6737 (Lauderdale County, Tenn.)
Goins v. General Motors LLC, et al., No. 2014-CI40 (Yazoo County, Miss.)
Grant v. General Motors LLC, et al., No. 2014CV02570MG (Clayton County, Ga.)
Green v. General Motors LLC, et al., No. 15-144964-NF (Oakland County, Mich.)
Hellems v. General Motors LLC, No. 15-459-NP (Eaton County, Mich.)
Hinrichs v. General Motors LLC, et al., No. 15-DCV-221509 (Texas MDL)
Jackson v. General Motors LLC, et al., No. 2014-69442 (Texas MDL)
Largent v. General Motors LLC, et al., No. 14-006509-NP (Wayne County, Mich.)
Licardo v. General Motors LLC, No. 03236 (Fulton County, N.Y.)
Lincoln, et al. v. General Motors LLC, No. 2015-0449-CV (Steuben County, N.Y.)
Lucas v. General Motors LLC, et al., No. 15-CI-00033 (Perry County, Ky.)
Miller v. General Motors LLC, et al., No. CACE-15-002297 (Broward County, Fla.)
Mullin, et al. v. General Motors LLC, et al., No. BC568381 (Los Angeles County, Cal.)
Nelson v. General Motors LLC, et al., No. D140141 (Texas MDL)

Petrocelli v. General Motors LLC, et al., No. 14-17405 (Suffolk County, N.Y.)

Polanco, et al. v. General Motors LLC, et al., No. CIVRS1200622 (San Bernardino County, Cal.)

Quiles v. Catsoulis, et al., No. 702871/14 (Queens County, N.Y.)

Quintero v. General Motors LLC, et al., No. 15-995 (Orleans Parish, La.)

Shell, et al. v. General Motors LLC, No. 1522-CC00346 (City of St. Louis, Mo.)

Solomon v. General Motors LLC, No. 15A794-1 (Cobb County, Ga.)

Spencer v. General Motors LLC, et al., No. D-1-GN-14-001337 (Texas MDL)

Szatkowski, et al. v. General Motors LLC, et al., No. 2014-08274-0 (Luzerne County, Pa.)

Tyre v. General Motors LLC, et al., No. GD-14-010489 (Allegheny County, Pa.)

Wilson v. General Motors LLC, et al., No. 2014-29914 (Texas MDL)

Post-Sale Economic Loss Complaints With Old GM Allegations/Claims To Be Stricken:

Bledsoe, et al. v. General Motors LLC, MDL No. 1:14-cv-07631-JMF (S.D.N.Y.)

Elliott, et al. v. General Motors LLC, No. 1:14-cv-00691-KBJ (D.D.C.)
(MDL No. 1:14-cv-08382)

Sesay, et al. v. General Motors LLC, et al., MDL No.1:14-cv-06018-JMF (S.D.N.Y.)

In re General Motors LLC Ignition Switch Litigation, 14-MD-2543, *Consolidated Complaint Concerning All GM-Branded Vehicles That Were Acquired July 11, 2009 or Later*

Exhibit “D”: Non-Ignition Switch Complaints Subject to the Judgment

Personal Injury/Wrongful Death Complaints:

Abney, et al. v. General Motors LLC, MDL No. 1:14-cv-05810-JMF (S.D.N.Y.)⁶

Bachelder, et al. v. General Motors LLC, MDL No. 1:15-cv-00155-JMF (S.D.N.Y.)

Bacon v. General Motors LLC, MDL No. 1:15-cv-00918-JMF (S.D.N.Y.)

Bledsoe, et al. v. General Motors LLC, MDL No. 1:14-cv-07631-JMF (S.D.N.Y.)

Edwards, et al. v. General Motors LLC, MDL No. 1:14-cv-06924-JMF (S.D.N.Y.)

Phillips-Powledge v. General Motors LLC, No. 3:14-cv-00192 (S.D. Tex.)
(MDL No. 1:14-cv-08540)

Pillars v. General Motors LLC, No. 1:15-cv-11360-TLL-PTM (E.D. Mich.)

Williams, et al. v. General Motors LLC, No. 5:15-cv-01070-EEF-MLH (W.D. La.)
(MDL No. 1:15-cv-03272)

Economic Loss Complaints:

Watson, et al. v. General Motors LLC, et al., No. 6:14-cv-02832 (W.D. La.)

⁶ The *Abney* complaint includes a non-Ignition Switch Pre-Closing Accident vehicle subject to the Judgment.

Exhibit 2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

JUDGMENT

For the reasons set forth in the Court’s *Decision on Motion to Enforce Sale Order*, entered on April 15, 2015 (“**Decision**”),¹ it is hereby ORDERED AND ADJUDGED as follows:

1. For the reasons set forth in the Decision, the Ignition Switch Plaintiffs and the Ignition Switch Pre-Closing Accident Plaintiffs (collectively, the “**Plaintiffs**”) were “known creditors” of the Debtors. The Plaintiffs did not receive the requisite notice from Old GM of the sale of substantially all of the assets of Old GM to New GM (“**363 Sale**”).

2. Subject to the sole exception of the Independent Claims (as herein defined), for the reasons set forth in the Decision, the Ignition Switch Plaintiffs have not ~~demonstrated that their lack of notice of the 363 Sale was prejudicial and, therefore, failed to establish~~established a due process violation with respect to the 363 Sale.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Decision. For purposes of this Judgment, the following terms shall apply: (i) “**Ignition Switch Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM asserting economic losses based on or arising from the Ignition Switch in the Subject Vehicles (each term as defined in the *Agreed and Disputed Stipulations of Fact Pursuant to the Court’s Supplemental Scheduling Order, Dated July 11, 2014*, filed on August 8, 2014 [Dkt. No. 12826], at 3); (ii) “**Pre-Closing Accident Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM based on an accident or incident that occurred prior to the closing of the 363 Sale; (iii) “**Ignition Switch Pre-Closing Accident Plaintiffs**” shall mean that subset of the Pre-Closing Accident Plaintiffs that had the Ignition Switch in their Subject Vehicles; (iv) “**Non-Ignition Switch Pre-Closing Accident Plaintiffs**” shall mean that subset of Pre-Closing Accident Plaintiffs that are not Ignition Switch Pre-Closing Accident Plaintiffs; and (v) “**Non-Ignition Switch Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM asserting economic losses based on or arising from an alleged defect, other than the Ignition Switch, in an Old GM vehicle.

3. For the reasons set forth in the Decision, the Ignition Switch Pre-Closing Accident Plaintiffs have not ~~demonstrated that their lack of notice of the 363 Sale was prejudicial and, therefore, failed to establish~~ established a due process violation with respect to the 363 Sale.

4. The Ignition Switch Plaintiffs were prejudiced by the failure of Old GM to give them the requisite notice of the 363 Sale with respect to the Independent Claims. For the reasons set forth in the Decision, the Ignition Switch Plaintiffs established ~~prejudice and thus~~ a due process violation with respect to the Independent Claims. The Sale Order shall be deemed modified to permit the assertion ~~and continued prosecution~~ of Independent Claims. For purposes of this Judgment, “Independent Claims” shall mean claims or causes of action asserted by Ignition Switch Plaintiffs against New GM, ~~whether or not~~ involving Old GM vehicles or parts, that are based solely on New GM’s own, independent, post-Closing acts or conduct. Nothing set forth herein ~~shall~~ should be construed to imply whether or not Ignition Switch Plaintiffs have viable Independent Claims against New GM.

5. Except for the modification to permit the assertion ~~and continued prosecution~~ of Independent Claims by the Ignition Switch Plaintiffs, the Sale Order shall remain unmodified and in full force and effect.

6. For the reasons set forth in the Decision, the Plaintiffs were prejudiced by the failure of Old GM to ~~receive~~ give them the requisite notice of the deadline (“Bar Date”) to file proofs of claim against the Old GM bankruptcy estate. The Plaintiffs who did not file a proof of claim prior to the Bar Date may petition the Bankruptcy Court (on motion and notice) for authorization to file late ~~or amended~~ proofs of claim against the Old GM bankruptcy estate. The Court has not determined whether any late proof of claim will ultimately be allowed. However, based on the doctrine of equitable mootness, in no event shall the assets of the GUC

Trust held at any time in the past, now, or in the future (collectively, the “GUC Trust Assets (as defined in the Decision”) be used to satisfy any claims of the Plaintiffs, nor will Old GM’s Plan be modified with respect to such claims. The preceding sentence shall not apply to any ~~Ignition Switch Plaintiff, Pre-Closing Accident Plaintiff, or Non-Ignition Switch Plaintiff~~Plaintiffs that had a claim previously allowed by the Court, but in no event shall they be entitled to increase the amount of such allowed claim without the prior authorization of the Bankruptcy Court or an appellate court following an appeal from the Bankruptcy Court.

7. Any claims and/or causes of action brought by the Ignition Switch Pre-Closing Accident Plaintiffs against New GM that seek to hold it liable for accidents or incidents that occurred prior to the closing of the 363 Sale are barred and enjoined pursuant to the Sale Order. The Ignition Switch Pre-Closing Accident Plaintiffs shall not assert or maintain any such claim or cause of action against New GM.

8. (a) Subject to the other provisions of this paragraph 8, the Ignition Switch Pre-Closing Accident Plaintiffs, including without limitation the Ignition Switch Pre-Closing Accident Plaintiffs identified in Exhibit “A” attached hereto, shall each dismiss, with prejudice, within 17 business days after the entry of this Judgment, any lawsuit commenced by them against New GM and, within 22 business days after the entry of this Judgment, each of the Ignition Switch Pre-Closing Accident Plaintiffs shall file with the Clerk of this Court evidence of the dismissal of such lawsuit.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit “A,” by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: “The attachment is the Judgment entered by the Bankruptcy

Court. Please review the Judgment, including without limitation, the provisions of paragraph 8 of the Judgment.”

(c) If counsel for an Ignition Switch Pre-Closing Accident Plaintiff identified on Exhibit “A” believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit against New GM should not be dismissed, it shall file a pleading with this Court within 17 business days of this Judgment (“No Dismissal Pleading”). The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) For any lawsuit filed by Ignition Switch Pre-Closing Accident Plaintiffs that is dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Pre-Closing Accident Plaintiffs can maintain the lawsuit against New GM heretofore dismissed pursuant to this Judgment, all of the Ignition Switch Pre-Closing Accident Plaintiffs’ rights against New GM that existed as of the dismissal of their lawsuit shall be reinstated as if the dismissal never occurred.

9. ~~8.~~ Except for ~~the~~ Independent Claims and Assumed Liabilities, ~~if any, all~~ claims and/or causes of action that the Ignition Switch Plaintiffs may have against New GM ~~based on~~ concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery, are barred and enjoined pursuant to

the Sale Order, ~~and such lawsuits shall remain stayed pending appeal of the Decision and this Judgment.~~

10. (a) Subject to the other provisions of this paragraph 10 and unless already dismissed without prejudice pursuant to an order(s) entered in MDL 2543, the Ignition Switch Plaintiffs shall each dismiss, with prejudice, on or before June 12, 2015, any lawsuit commenced by them against New GM. Exhibit "B" is a list of the lawsuits to be dismissed with prejudice. The lawsuits identified on Exhibit "B" include the Pre-Sale Consolidated Complaint. On or before June 15, 2015, the Ignition Switch Plaintiffs, other than those whose complaints already have been dismissed by operation of orders entered in MDL 2543, shall file with the Clerk of this Court evidence of the dismissal of such lawsuits that are required to be dismissed pursuant to this Judgment.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit "B", by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: "The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 10 of the Judgment."

(c) If a counsel listed on Exhibit "B" believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit against New GM should not be dismissed, it shall file a No Dismissal Pleading with this Court within 17 business days of this Judgment. The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Dismissal Pleading

is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) For any lawsuit of the Ignition Switch Plaintiffs listed on Exhibit "B" that is dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Plaintiffs can maintain the lawsuit against New GM heretofore dismissed pursuant to this Judgment, all of the Ignition Switch Plaintiffs' rights against New GM that existed prior to the dismissal of their lawsuit shall be reinstated as if the dismissal never occurred.

11. (a) Subject to the other provisions of this paragraph 11 and unless already dismissed without prejudice pursuant to an order(s) entered in MDL 2543, the Ignition Switch Plaintiffs shall each amend their respective complaints on or before June 12, 2015, such that all allegations, claims and/or causes of action concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery are stricken, and only Independent Claims are pled. Exhibit "C" is a list of the lawsuits that are to be amended by the Ignition Switch Plaintiffs. The lawsuits identified on Exhibit "C" include the Post-Sale Consolidated Complaint.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit "C", by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: "The attachment is the Judgment entered by the Bankruptcy

Court. Please review the Judgment, including without limitation, the provisions of paragraph 11 of the Judgment.”

(c) If a counsel listed in the lawsuits on Exhibit “C” believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its allegations, claims or causes of action against New GM, should not be stricken, it shall file a pleading with this Court within 17 business days of this Judgment (“No Strike Pleading”). The No Strike Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Strike Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) If an Ignition Switch Plaintiff fails to either (i) amend their respective complaints on or before June 12, 2015, such that all allegations, claims and/or causes of action concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery are stricken, and only Independent Claims are pled, or (ii) timely file a No Strike Pleading with the Court within the time period set forth above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days’ notice, with an attached order (“Strike Order”) that directs the Ignition Switch Plaintiff to strike specifically-identified allegations, claims and/or causes of action contained in their complaint that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Strike Order.

(e) For any allegations, claims or causes of action of the Ignition Switch Plaintiffs listed on Exhibit “C” that are stricken pursuant to this Judgment, (i) the statute

of limitations shall be tolled from the date of the amended complaint to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Plaintiffs can maintain the claims or causes of action against New GM heretofore stricken pursuant to this Judgment, all of the Ignition Switch Plaintiffs' rights against New GM that existed prior to the striking of such claims or causes of action pursuant to this Judgment shall be reinstated as if the striking of such claims or causes of action never occurred.

12. ~~9.~~ The lawsuits captioned *People of California v. General Motors LLC, et al.*, No. 30-2014-00731038-CU-BT-CXC (Orange County, Cal.) and *State of Arizona v. General Motors LLC*, No. CV2014-014090 (Maricopa County, Ariz.) shall ~~be subject to appropriate motion practice in the courts where those proceedings are currently pending, consistent with the Decision and this Judgment.~~ remain stayed without prejudice to the plaintiffs in such lawsuits seeking relief from the stay in this Bankruptcy Court for good cause shown.

13. ~~10.(a)~~ To the fullest extent permissible, the rulings set forth herein and in the Decision that proscribe claims and actions being taken against New GM or the GUC Trust shall apply equally to the Non-Ignition Switch Pre-Closing Accident Plaintiffs and the Non-Ignition Switch Plaintiffs- including those identified on Exhibit "D" attached hereto. As a result, the Sale Order remains unmodified and in full force and effect with respect to the Non-Ignition Switch Pre-Closing Accident Plaintiffs and Non-Ignition Switch Plaintiffs. To the extent an issue shall arise in the future as to whether (i) the Non-Ignition Switch Pre-Closing Accident Plaintiffs and Non-Ignition Switch Plaintiffs were known or unknown creditors of the Debtors, ~~or~~ (ii) the doctrine of equitable mootness bars the use of any GUC Trust Assets to satisfy late-filed claims of the Non-Ignition Switch Pre-Closing Accident Plaintiffs and

Non-Ignition Switch Plaintiffs, or (iii) the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs were otherwise bound by the provisions of the Sale Order, the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs shall be required to first seek resolution of such issues from this Court before proceeding any further against New GM and/or the GUC Trust.

(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel for the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs identified on Exhibit "D", by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: "The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 13 of the Judgment."

(c) If a counsel for a Non-Ignition Switch Pre-Closing Accident Plaintiff or Non-Ignition Switch Plaintiff listed on Exhibit "D" believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit, or certain claims or causes of action contained therein, against New GM should not be dismissed or stricken, it shall file a No Dismissal Pleading with this Court within 17 business days of this Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(d) If counsel for a Non-Ignition Switch Pre-Closing Accident Plaintiff or a Non-Ignition Switch Plaintiff believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to believe that any of the GUC Trust Assets may be

used to satisfy late proofs of claim filed by them that may ultimately be allowed by the Bankruptcy Court, it shall file a pleading with this Court within 17 business days of this Judgment (“GUC Trust Asset Pleading”). The GUC Trust Asset Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a GUC Trust Asset Pleading is timely filed, the GUC Trust, the GUC Trust Unitholders and/or New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.

(e) If a Non-Ignition Switch Pre-Closing Accident Plaintiff or Non-Ignition Switch Plaintiff listed on Exhibit “D” fails to timely file a No Dismissal Pleading with the Court within the time period set forth in paragraphs 13(c) and (d) above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days’ notice, with an attached order (“Dismissal Order”) that directs the Non-Ignition Switch Pre-Closing Accident Plaintiff or Non-Ignition Switch Plaintiff to dismiss with prejudice its lawsuit, or certain claims or causes of action contained therein that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Dismissal Order. For any lawsuit, or any claims or causes of action contained therein, of the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs that are dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal, such that the appellate court finds that the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs can maintain the lawsuit or claims or causes of action against New GM heretofore dismissed or stricken

Groman Plaintiffs' ~~continuing request for such~~ discovery ~~is also denied~~ request. ~~(d)~~

For these reasons (and others), the findings of fact in the Decision shall apply only for the purpose of this Court's resolution of the Four Threshold Issues and shall have no force or applicability in any other legal proceeding or matter, including without limitation, MDL 2543.

Notwithstanding the foregoing, in all events, however, the Decision and Judgment shall apply with respect to (a) the Court's interpretation of the enforceability of the Sale Order, and (b) the actions of the affected parties that are authorized and proscribed by the Decision and Judgment.

16. ~~13.~~ The Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, to construe or enforce the Sale Order, this Judgment, and/or the Decision on which it was based.

17. ~~14.~~ Pursuant to Bankruptcy Rule 8006(e)(1), for the reasons stated in the Decision, the Court hereby certifies this Judgment for direct appeal to the Circuit Court ("**Appeal**"). The Ignition Switch Plaintiffs, the Pre-Closing Accident Plaintiffs, the Non-Ignition Switch Plaintiffs, New GM, the GUC Trust, the GUC Trust Unitholders and the Groman Plaintiffs each reserve all of their rights with respect to the Appeal, including the right to challenge any of the factual and legal findings made by the Court in the Decision and to challenge certification for direct appeal.

18. ~~15.~~ The parties have stipulated that they shall not file any voluntary supplemental statements regarding the Court's certification of the Appeal as allowed pursuant to Bankruptcy Rule 8006(e)(2), and shall submit all statements either in support or against certification of the Appeal in the Circuit Court.

19. ~~16.~~ Count One of the amended complaint (“**Groman Complaint**”) filed in *Groman et al v. General Motors LLC* (Adv. Proc. No. 14-01929 (REG)) is dismissed with prejudice. The remaining counts of the Groman Complaint that deal with the “fraud on the court” issue are deferred and stayed until 30 days after all appeals of the Decision and Judgment are decided. With respect to Count One of the Groman Complaint, (i) the statute of limitations shall be tolled from the date of dismissal of Count One to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Groman Plaintiffs can maintain the cause of action in Count One of the Groman Complaint heretofore dismissed pursuant to this Judgment, the Groman Plaintiffs’ rights against New GM that existed as of the dismissal of Count One shall be reinstated as if the dismissal of Count One never occurred.

20. ~~17.~~ New GM is hereby authorized to serve this Judgment and the Decision upon any additional party (and/or their attorney) (each, an “**Additional Party**”) that commences a lawsuit and/or is not otherwise on Exhibits “A” through “D” hereto (each, an “**Additional Lawsuit**”) against New GM that would be proscribed by the Sale Order (as modified by the Decision and Judgment). Any Additional Party shall have 17 business days upon receipt of service by New GM of the Decision and Judgment to dismiss, ~~without~~with prejudice, such Additional Lawsuit or the allegations, claims or causes of action contained in such Additional Lawsuit that would violate the Decision, this Judgment, and the Sale Order (as modified by the Decision and Judgment). If any Additional Party has a good faith basis to maintain that the Additional Lawsuit or certain allegations, claims or causes of action contained in such Additional Lawsuit should not be dismissed ~~without~~with prejudice, such Additional Party shall, within 17 business days upon receipt of the Decision and Judgment, file with this Court a ~~pleading~~ (“No

Dismissal Pleading²³) explaining why such Additional Lawsuit or certain claims or causes of action contained therein should not be dismissed ~~without~~with prejudice. The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. New GM shall file a response to the No Dismissal Pleading within 17 business days of service of the No Dismissal Pleading. The Court will schedule a hearing thereon if it believes one is necessary. If an Additional Party fails to either (i) dismiss ~~without~~with prejudice the Additional Lawsuit or the claims and/or causes of action contained therein that New GM asserts violates the Decision, Judgment, and/or Sale Order (as modified by the Decision and Judgment), or (ii) timely file a No Dismissal Pleading with the Court within the time period set forth above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days' notice, with an attached Dismissal Order that directs the Additional Party to dismiss ~~without~~with prejudice the Additional Lawsuit or the claims and/or causes of action contained therein that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Dismissal Order. With respect to any lawsuit that is dismissed pursuant to this Paragraph, (i) the statute of limitations shall be tolled from the date of dismissal of such lawsuit to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Additional Party can maintain the lawsuit heretofore dismissed pursuant to this Judgment, the Additional Party's rights against New GM that existed as of the dismissal of the lawsuit shall be reinstated as if the dismissal of the lawsuit never occurred. For the avoidance of doubt, nothing in this Paragraph ~~1720~~ shall apply to the Amended Consolidated Complaint to be filed in ~~the~~MDL ~~proceeding~~2543 on or before June 12, 2015.

Dated: New York, New York
May __, 2015

UNITED STATES BANKRUPTCY JUDGE

Exhibit 3

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

JUDGMENT

For the reasons set forth in the Court’s *Decision on Motion to Enforce Sale Order*, entered on April 15, 2015 (“**Decision**”),¹ it is hereby ORDERED AND ADJUDGED as follows:

Comment [DS1]: The strikethrough language in this redline is from New GM’s version of the Judgment, and the additional underlined language is from Designated Counsel’s version of the Judgment.

1. For the reasons set forth in the Decision, the Ignition Switch Plaintiffs and the Ignition Switch Pre-Closing Accident Plaintiffs (collectively, the “**Plaintiffs**”) were “known creditors” of the Debtors. The Plaintiffs did not receive the requisite notice ~~from Old GM~~ of the sale of substantially all of the assets of Old GM to New GM (“**363 Sale**”).

Comment [DS2]: The 363 Sale notice came from Old GM and the deleted clause is accurate. To strike it is to imply that someone else was responsible for the 363 Sale notice, which clearly is not true.

2. Subject to the sole exception of the Independent Claims (as herein defined), for the reasons set forth in the Decision, the Ignition Switch Plaintiffs have not ~~established~~ demonstrated ~~that their lack of notice of the 363 Sale was prejudicial and, therefore, failed to establish~~ a due process violation with respect to the 363 Sale.

Comment [DS3]: The parties agreed that the Court could use its knowledge of the 2009 bankruptcy proceedings in ruling on the Four Threshold Issues. The Court’s due process findings were not simply based on what the Ignition Switch Plaintiffs “failed to demonstrate”. The clause “for the reasons set forth in the Decision” was intended to subsume all of the Court’s findings on this point.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Decision. For purposes of this Judgment, the following terms shall apply: (i) “**Ignition Switch Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM asserting economic losses based on or arising from the Ignition Switch in the Subject Vehicles (each term as defined in the *Agreed and Disputed Stipulations of Fact Pursuant to the Court’s Supplemental Scheduling Order, Dated July 11, 2014*, filed on August 8, 2014 [Dkt. No. 12826], at 3); (ii) “**Pre-Closing Accident Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM based on an accident or incident that occurred prior to the closing of the 363 Sale; (iii) “**Ignition Switch Pre-Closing Accident Plaintiffs**” shall mean that subset of the Pre-Closing Accident Plaintiffs that had the Ignition Switch in their Subject Vehicles; (iv) “**Non-Ignition Switch Pre-Closing Accident Plaintiffs**” shall mean that subset of Pre-Closing Accident Plaintiffs that are not Ignition Switch Pre-Closing Accident Plaintiffs; and (v) “**Non-Ignition Switch Plaintiffs**” shall mean plaintiffs that have commenced a lawsuit against New GM asserting economic losses based on or arising from an alleged defect, other than the Ignition Switch, in an Old GM vehicle.

3. For the reasons set forth in the Decision, the Ignition Switch Pre-Closing Accident Plaintiffs have not ~~established~~ demonstrated that their lack of notice of the 363 Sale was prejudicial and, therefore, failed to establish a due process violation with respect to the 363 Sale.

Comment [DS4]: Same as comment for paragraph 2.

4. ~~The Ignition Switch Plaintiffs were prejudiced by the failure of Old GM to give them the requisite notice of the 363 Sale with respect to the Independent Claims.~~ For the reasons set forth in the Decision, the Ignition Switch Plaintiffs established prejudice and thus a due process violation with respect to the Independent Claims. The Sale Order shall be deemed modified to permit the assertion and continued prosecution of Independent Claims. For purposes of this Judgment, **“Independent Claims”** shall mean claims or causes of action asserted by Ignition Switch Plaintiffs against New GM, whether or not involving Old GM vehicles or parts, that are based solely on New GM’s own, independent, post-Closing acts or conduct. Nothing set forth herein ~~should~~ shall be construed to imply whether or not Ignition Switch Plaintiffs have viable Independent Claims against New GM.

Comment [DS5]: This was the Court’s finding. The Designated Counsel formulation does not tie the “prejudice” issue to the 363 Sale.

Comment [DS6]: Continued prosecution assumes that Independent Claims have been asserted and the Court did not make this finding.

Comment [DS7]: The Independent Claims issue was a modification of the Sale Order that dealt with Old GM vehicles and parts. It did not deal with anything else, including New GM conduct for New GM vehicles. To suggest otherwise is to take this finding out of the context that it was made.

5. Except for the modification to permit the assertion and continued prosecution of Independent Claims by the Ignition Switch Plaintiffs, the Sale Order shall remain unmodified and in full force and effect.

Comment [DS8]: Same comment as in paragraph 4.

6. ~~For~~ the reasons set forth in the Decision, the Plaintiffs were prejudiced by the failure ~~of Old GM to give them~~ receive the requisite notice of the deadline (**“Bar Date”**) to file proofs of claim against the Old GM bankruptcy estate. The Plaintiffs ~~who did not file a proof of claim prior to the Bar Date~~ may petition the Bankruptcy Court (on motion and notice) for authorization to file late or amended proofs of claim against the Old GM bankruptcy estate. ~~The Court has not determined whether any late proof of claim will ultimately be allowed.~~ However, based on the doctrine of equitable mootness, in no event shall the assets of the GUC Trust held at

Comment [DS9]: Point 4 of Letter.

Comment [DS10]: Same comment as paragraph 1 as to Old GM being responsible for sending out the Bar Date notice.

Comment [DS11]: The Court did not deal with the concept of amended claims. Rather, it discussed the possibility of late filed claims only.

Comment [DS12]: This statement is true and to take it out, implies the opposite.

~~any time in the past, now, or in the future (collectively, the “GUC Trust Assets” (as defined in the Decision))~~ be used to satisfy any claims of the Plaintiffs, nor will Old GM’s Plan be modified with respect to such claims. The preceding sentence shall not apply to any ~~Plaintiffs~~ Ignition Switch Plaintiff, Pre-Closing Accident Plaintiff, or Non-Ignition Switch Plaintiff that had a claim previously allowed by the Court, but in no event shall they be entitled to increase the amount of such allowed claim without the prior authorization of the Bankruptcy Court or an appellate court following an appeal from the Bankruptcy Court.

Comment [DS13]: The Decision dealt with GUC Trust Assets in terms of what the Plan says. That is why the Court noted that the Plan cannot be modified.

7. Any claims and/or causes of action brought by the Ignition Switch Pre-Closing Accident Plaintiffs against New GM that seek to hold it liable for accidents or incidents that occurred prior to the closing of the 363 Sale are barred and enjoined pursuant to the Sale Order. The Ignition Switch Pre-Closing Accident Plaintiffs shall not assert or maintain any such claim or cause of action against New GM.

~~8. (a) Subject to the other provisions of this paragraph 8, the Ignition Switch Pre-Closing Accident Plaintiffs, including without limitation the Ignition Switch Pre-Closing Accident Plaintiffs identified in Exhibit “A” attached hereto, shall each dismiss, with prejudice, within 17 business days after the entry of this Judgment, any lawsuit commenced by them against New GM and, within 22 business days after the entry of this Judgment, each of the Ignition Switch Pre-Closing Accident Plaintiffs shall file with the Clerk of this Court evidence of the dismissal of such lawsuit.~~

Comment [DS14]: Point I in the Letter.

~~(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit “A,” by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note~~

~~that states: “The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 8 of the Judgment.”~~

~~(e) — If counsel for an Ignition Switch Pre-Closing Accident Plaintiff identified on Exhibit “A” believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit against New GM should not be dismissed, it shall file a pleading with this Court within 17 business days of this Judgment (“**No Dismissal Pleading**”). The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.~~

~~(d) — For any lawsuit filed by Ignition Switch Pre-Closing Accident Plaintiffs that is dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Pre-Closing Accident Plaintiffs can maintain the lawsuit against New GM heretofore dismissed pursuant to this Judgment, all of the Ignition Switch Pre-Closing Accident Plaintiffs’ rights against New GM that existed as of the dismissal of their lawsuit shall be reinstated as if the dismissal never occurred.~~

8. ~~9-~~ Except for the Independent Claims and Assumed Liabilities, ~~if any, all~~ claims and/or causes of action that the Ignition Switch Plaintiffs may have against New GM concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a based on successor liability theory of recovery, are barred and enjoined pursuant to the Sale Order, and such lawsuits shall remain stayed pending appeal of the Decision and this Judgment,

Comment [DS15]: Point 3 in the Letter.

Comment [DS16]: Point 1 in the Letter.

~~10. (a) Subject to the other provisions of this paragraph 10 and unless already dismissed without prejudice pursuant to an order(s) entered in MDL 2543, the Ignition Switch Plaintiffs shall each dismiss, with prejudice, on or before June 12, 2015, any lawsuit commenced by them against New GM. Exhibit "B" is a list of the lawsuits to be dismissed with prejudice. The lawsuits identified on Exhibit "B" include the Pre Sale Consolidated Complaint. On or before June 15, 2015, the Ignition Switch Plaintiffs, other than those whose complaints already have been dismissed by operation of orders entered in MDL 2543, shall file with the Clerk of this Court evidence of the dismissal of such lawsuits that are required to be dismissed pursuant to this Judgment.~~

~~(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit "B", by e mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: "The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 10 of the Judgment."~~

~~(c) If a counsel listed on Exhibit "B" believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit against New GM should not be dismissed, it shall file a No Dismissal Pleading with this Court within 17 business days of this Judgment. The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.~~

~~(d) For any lawsuit of the Ignition Switch Plaintiffs listed on Exhibit "B" that is dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of~~

Comment [DS17]: Point I in the Letter.

~~dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Plaintiffs can maintain the lawsuit against New GM heretofore dismissed pursuant to this Judgment, all of the Ignition Switch Plaintiffs' rights against New GM that existed prior to the dismissal of their lawsuit shall be reinstated as if the dismissal never occurred.~~

~~11. (a) Subject to the other provisions of this paragraph 11 and unless already dismissed without prejudice pursuant to an order(s) entered in MDL 2543, the Ignition Switch Plaintiffs shall each amend their respective complaints on or before June 12, 2015, such that all allegations, claims and/or causes of action concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery are stricken, and only Independent Claims are pled. Exhibit "C" is a list of the lawsuits that are to be amended by the Ignition Switch Plaintiffs. The lawsuits identified on Exhibit "C" include the Post Sale Consolidated Complaint.~~

~~(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel in the lawsuits identified on Exhibit "C", by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states: "The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 11 of the Judgment."~~

~~(c) If a counsel listed in the lawsuits on Exhibit "C" believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its allegations, claims or causes of action against New GM, should not be stricken, it shall file a pleading with this Court within 17 business days of this Judgment ("**No Strike Pleading**"). The No Strike Pleading shall not reargue issues that were already decided by the Decision and~~

Comment [DS18]: Point 1 in the Letter.

~~Judgment. If a No Strike Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.~~

~~(d) If an Ignition Switch Plaintiff fails to either (i) amend their respective complaints on or before June 12, 2015, such that all allegations, claims and/or causes of action concerning an Old GM vehicle or part seeking to impose liability or damages based on Old GM conduct, or a successor liability theory of recovery are stricken, and only Independent Claims are pled, or (ii) timely file a No Strike Pleading with the Court within the time period set forth above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days' notice, with an attached order ("Strike Order") that directs the Ignition Switch Plaintiff to strike specifically identified allegations, claims and/or causes of action contained in their complaint that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Strike Order.~~

~~(e) For any allegations, claims or causes of action of the Ignition Switch Plaintiffs listed on Exhibit "C" that are stricken pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of the amended complaint to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Ignition Switch Plaintiffs can maintain the claims or causes of action against New GM heretofore stricken pursuant to this Judgment, all of the Ignition Switch Plaintiffs' rights against New GM that existed prior to the striking of such claims or causes of action pursuant to this Judgment shall be reinstated as if the striking of such claims or causes of action never occurred.~~

9. ~~12-~~The lawsuits captioned *People of California v. General Motors LLC, et al.*, No. 30-2014-00731038-CU-BT-CXC (Orange County, Cal.) and *State of Arizona v. General Motors*

LLC, No. CV2014-014090 (Maricopa County, Ariz.) shall ~~remain stayed without prejudice to the plaintiffs in such lawsuits seeking relief from the stay in this Bankruptcy Court for good cause shown, be subject to appropriate motion practice in the courts where those proceedings are currently pending, consistent with the Decision and this Judgment.~~ -

Comment [DS19]: Point 2 in the Letter.

10. ~~13. (a)~~ To the fullest extent permissible, the rulings set forth herein and in the Decision that proscribe claims and actions being taken against New GM ~~or the GUC Trust~~ shall apply equally to the Non-Ignition Switch Pre-Closing Accident Plaintiffs and the Non-Ignition Switch Plaintiffs ~~including those identified on Exhibit "D" attached hereto.~~ As a result, the Sale Order remains unmodified and in full force and effect with respect to the Non-Ignition Switch Pre-Closing Accident Plaintiffs and Non-Ignition Switch Plaintiffs. To the extent an issue shall arise in the future as to whether (i) the Non-Ignition Switch Pre-Closing Accident Plaintiffs and Non-Ignition Switch Plaintiffs were known or unknown creditors of the Debtors, ~~(ii) the doctrine of equitable mootness bars the use of any GUC Trust Assets to satisfy late filed claims of the Non Ignition Switch Pre Closing Accident Plaintiffs and Non Ignition Switch Plaintiffs, or (iii) or~~ (ii) the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs were otherwise bound by the provisions of the Sale Order, the Non-Ignition Switch Pre-Closing Accident Plaintiffs or Non-Ignition Switch Plaintiffs shall be required to first seek resolution of such issues from this Court before proceeding any further against New GM ~~and/or the GUC Trust.~~

~~(b) Within two (2) business days of the entry of this Judgment, New GM shall serve a copy of this Judgment on counsel for the Non Ignition Switch Pre Closing Accident Plaintiffs or Non Ignition Switch Plaintiffs identified on Exhibit "D", by e-mail, facsimile, overnight mail or, if none of the foregoing are available, regular mail, with a cover note that states:~~

Comment [DS20]: Point 1 in the Letter

~~“The attachment is the Judgment entered by the Bankruptcy Court. Please review the Judgment, including without limitation, the provisions of paragraph 13 of the Judgment.”~~

~~(e) — If a counsel for a Non Ignition Switch Pre Closing Accident Plaintiff or Non Ignition Switch Plaintiff listed on Exhibit “D” believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to maintain that its lawsuit, or certain claims or causes of action contained therein, against New GM should not be dismissed or stricken, it shall file a No Dismissal Pleading with this Court within 17 business days of this Judgment. If a No Dismissal Pleading is timely filed, New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.~~

~~(d) — If counsel for a Non Ignition Switch Pre Closing Accident Plaintiff or a Non Ignition Switch Plaintiff believes that, notwithstanding the Decision and this Judgment, it has a good faith basis to believe that any of the GUC Trust Assets may be used to satisfy late proofs of claim filed by them that may ultimately be allowed by the Bankruptcy Court, it shall file a pleading with this Court within 17 business days of this Judgment (“GUC Trust Asset Pleading”). The GUC Trust Asset Pleading shall not reargue issues that were already decided by the Decision and Judgment. If a GUC Trust Asset Pleading is timely filed, the GUC Trust, the GUC Trust Unitholders and/or New GM shall have 17 business days to respond to such pleading. The Court will schedule a hearing thereon if it believes one is necessary.~~

~~(e) — If a Non Ignition Switch Pre Closing Accident Plaintiff or Non Ignition Switch Plaintiff listed on Exhibit “D” fails to timely file a No Dismissal Pleading with the Court within the time period set forth in paragraphs 13(c) and (d) above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days’ notice, with an attached order (“Dismissal Order”) that directs the Non Ignition Switch Pre Closing Accident Plaintiff or~~

~~Non Ignition Switch Plaintiff to dismiss with prejudice its lawsuit, or certain claims or causes of action contained therein that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Dismissal Order. For any lawsuit, or any claims or causes of action contained therein, of the Non Ignition Switch Pre Closing Accident Plaintiffs or Non Ignition Switch Plaintiffs that are dismissed pursuant to this Judgment, (i) the statute of limitations shall be tolled from the date of dismissal to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal, such that the appellate court finds that the Non Ignition Switch Pre Closing Accident Plaintiffs or Non Ignition Switch Plaintiffs can maintain the lawsuit or claims or causes of action against New GM heretofore dismissed or stricken pursuant to this Judgment, all of the Non Ignition Switch Pre Closing Accident Plaintiffs' or Non Ignition Switch Plaintiffs' rights against New GM that existed prior to the dismissal of their lawsuit or the striking of claims or causes of action pursuant to this Judgment shall be reinstated as if the dismissal or the striking of such claims or causes of action never occurred.~~

~~14-11.~~ The Court adopts the legal standard for "fraud on the court" as set forth in the Decision.

~~15-~~ 12. (a) By agreement of New GM, Designated Counsel for the Ignition Switch

Plaintiffs, the GUC Trust, and the GUC Trust Unitholders, and approved by the Court, no discovery ~~in the Bankruptcy Court~~ was conducted in connection with the resolution of the Four Threshold Issues. The Ignition Switch Pre-Closing Accident Plaintiffs did not challenge the earlier decision ~~not to seek~~ barring discovery ~~in the Bankruptcy Court in~~ connection with the ~~Bankruptcy Court's determination of the~~ Four Threshold Issues. Instead, New GM, Designated

Comment [DS21]: The parties (other than the Groman Plaintiffs) agreed to no discovery and the Court agreed with that determination. It did not enter an order "barring discovery."

Counsel, the Groman Plaintiffs, the GUC Trust, and the GUC Trust Unitholders developed and submitted to the Court a set of agreed upon stipulated facts. Such parties also submitted to the Bankruptcy Court certain disputed facts and exhibits.

~~(b) The Court decided finds that the agreed-upon factual stipulations were sufficient for purposes of determining the Four Threshold Issues on the agreed-upon stipulated facts only, that none of the disputed factual stipulations raised a genuine issue of material fact as to any of the Four Threshold Issues, and that treating any of the disputed facts as part of the undisputed stipulated record would not have affected the Decision.~~

Comment [DS22]: Point 5 in the Letter.

(c) The Groman Plaintiffs requested discovery with respect to the Four Threshold Issues but the other parties opposed the ~~discovery~~ request, and the Court denied ~~the said~~ request. ~~The Groman Plaintiffs' continuing request for such discovery request is also denied.~~

Comment [DS23]: This last sentence implies there has been a new request after the Decision which is not true.

(d) For these reasons (and others), the findings of fact in the Decision shall apply only for the purpose of this Court's resolution of the Four Threshold Issues and shall have no force or applicability in any other legal proceeding or matter, including without limitation, MDL 2543. ~~Notwithstanding the foregoing, in all events, however, the Decision and Judgment shall apply with respect to (a) the Court's interpretation of the enforceability of the Sale Order, and (b) the actions of the affected parties that are authorized and proscribed by the Decision and Judgment.~~

Comment [DS24]: The Court's ruling on the Four Threshold Issues is relevant to the actions authorized and proscribed by the Judgment. This point should be made explicit. The deletion creates an ambiguity.

~~16-13.~~ The Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, to construe or enforce the Sale Order, this Judgment, and/or the Decision on which it was based.

14. ~~17-~~Pursuant to Bankruptcy Rule 8006(e)(1), for the reasons stated in the Decision, the Court hereby certifies this Judgment for direct appeal to the Circuit Court ("Appeal"). The Ignition Switch Plaintiffs, the Pre-Closing Accident Plaintiffs, the Non-Ignition Switch Plaintiffs, New GM, the GUC Trust, the GUC Trust Unitholders and the Groman Plaintiffs each reserve all of

their rights with respect to the Appeal, including the right to challenge any of the factual and legal findings made by the Court in the Decision and to challenge certification for direct appeal.

15. ~~18.~~ The parties have stipulated that they shall not file any voluntary supplemental statements regarding the Court's certification of the Appeal as allowed pursuant to Bankruptcy Rule 8006(e)(2), and shall submit all statements either in support or against certification of the Appeal in the Circuit Court.

16. ~~19.~~ Count One of the amended complaint ("**Groman Complaint**") filed in *Groman et al v. General Motors LLC* (Adv. Proc. No. 14-01929 (REG)) is dismissed with prejudice. The remaining counts of the Groman Complaint that deal with the "fraud on the court" issue are deferred and stayed until 30 days after all appeals of the Decision and Judgment are decided. With respect to Count One of the Groman Complaint, (i) the statute of limitations shall be tolled from the date of dismissal of Count One to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the Groman Plaintiffs can maintain the cause of action in Count One of the Groman Complaint heretofore dismissed pursuant to this Judgment, the Groman Plaintiffs' rights against New GM that existed as of the dismissal of Count One shall be reinstated as if the dismissal of Count One never occurred.

17. ~~20.~~ New GM is hereby authorized to serve this Judgment and the Decision upon any additional party (and/or their attorney) (each, an "**Additional Party**") that commences a lawsuit ~~and/or is not otherwise on Exhibits "A" through "D" hereto~~ (each, an "**Additional Lawsuit**") against New GM that would be proscribed by the Sale Order (as modified by the Decision and Judgment). Any Additional Party shall have 17 business days upon receipt of service by New GM of the Decision and Judgment to dismiss, ~~with~~without prejudice, such

Comment [DS25]: A new action commenced after the Judgment is a violation of the Decision and the dismissal should be with prejudice.

Additional Lawsuit or the allegations, claims or causes of action contained in such Additional Lawsuit that would violate the Decision, this Judgment, and the Sale Order (as modified by the Decision and Judgment). If any Additional Party has a good faith basis to maintain that the Additional Lawsuit or certain allegations, claims or causes of action contained in such Additional Lawsuit should not be dismissed ~~with~~without prejudice, such Additional Party shall, within 17 business days upon receipt of the Decision and Judgment, file with this Court a pleading (“**No Dismissal Pleading**”) explaining why such Additional Lawsuit or certain claims or causes of action contained therein should not be dismissed ~~with~~without prejudice. The No Dismissal Pleading shall not reargue issues that were already decided by the Decision and Judgment. New GM shall file a response to the No Dismissal Pleading within 17 business days of service of the No Dismissal Pleading. The Court will schedule a hearing thereon if it believes one is necessary. If an Additional Party fails to either (i) dismiss ~~with~~without prejudice the Additional Lawsuit or the claims and/or causes of action contained therein that New GM asserts violates the Decision, Judgment, and/or Sale Order (as modified by the Decision and Judgment), or (ii) timely file a No Dismissal Pleading with the Court within the time period set forth above, New GM shall be permitted to file with this Court a notice of presentment on five (5) business days’ notice, with an attached Dismissal Order that directs the Additional Party to dismiss ~~with~~without prejudice the Additional Lawsuit or the claims and/or causes of action contained therein that violate the Decision, this Judgment and/or the Sale Order (as modified by the Decision and Judgment), within 17 business days of receipt of the Dismissal Order. With respect to any lawsuit that is dismissed pursuant to this Paragraph, (i) the statute of limitations shall be tolled from the date of dismissal of such lawsuit to 30 days after all appeals of the Decision and Judgment are decided, and (ii) if the Decision and Judgment are reversed on appeal such that the appellate court finds that the

Additional Party can maintain the lawsuit heretofore dismissed pursuant to this Judgment, the Additional Party's rights against New GM that existed as of the dismissal of the lawsuit shall be reinstated as if the dismissal of the lawsuit never occurred. For the avoidance of doubt, nothing in this Paragraph ~~2017~~ shall apply to the Amended Consolidated Complaint to be filed in the MDL ~~2543~~ proceeding on or before June 12, 2015.

Dated: New York, New York
May __, 2015

UNITED STATES BANKRUPTCY JUDGE