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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

ELLIOTTS' MOTION TO LIFT BAR DATE AND PROPOSED [LATE] PROOF OF CLAIMS

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Celestine Elliott and Lawrence Elliott ("Non-Ignition Switch Plaintiffs," or "Plaintiffs"), hereby submit their proposed proof of individual, class and representative claims (attached hereto as Exhibit 1)[1] for economic loss relating to a dangerous and defective driver's power door switch installed in their jointly owned 2006 Chevrolet Trailblazer and in thousands of other vehicles manufactured by Old GM, subject to NHTSA Recall No. 14-404000 (July 2, 2014), and owned by residents of the District of Columbia.

BACKGROUND

Mr. and Mrs. Elliott are 83 and 78 years of age, respectively. They have been married for fifty-four years. They are lifelong residents of the District of Columbia. They are each retired commercial drivers with over twenty-five years of on-the-road experience. While Mr. Elliott's physical condition makes walking difficult and prevents him from driving for extended periods of time, Mrs. Elliott has continued to drive part-time since her retirement, first as a "Ride-On" bus driver for the Washington D.C. transit authority, and more recently as a driver for Uber and Lyft. The Elliotts own a home in the District in which they reside with their adult children and grandchildren, as well with as their two young greatgrandchildren, for whom Mr. and Mrs. Elliott provide care, and whom they regularly help transport to and from school, medical appointments, and elsewhere. Exhibit 1, Rider at ¶3.

In 2006, at a now-defunct Chevrolet dealership in the District of Columbia, Mr. and Mrs. Elliott paid full sticker price for a new 2006 Chevrolet Trailblazer. A year later, they paid full sticker price at the same dealership for a new 2007 Chevrolet Cobalt. *Id*. at ¶4.

[1] The Elliotts recognize that permission to file proof of claim on behalf of absent class members depends on the Court granting a timely motion for class certification. *See In re Motors Liquidation Co.*, 591 B.R. 501 (September 24, 2018) and intend to so move expeditiously.

After GM's public admissions, beginning in February 2014, that New and Old GM had failed to disclose and/or concealed from Plaintiffs and others a myriad of safety related defects in GM vehicles, the Elliotts became extremely hesitant to drive either of their GM vehicles. They feared for their own safety and, in particular, for the safety of their family members. *Id.*

On April 1, 2014, the Elliotts filed a four-page letter as a *pro se* complaint in the Superior Court for the District of Columbia, alleging that each of their two General Motors vehicles had been defective in various respects, that the company had concealed the defects, and that they were entitled to compensation for GM's wrongdoing. New GM removed the action to the United States District Court for the District of Columbia, moved for dismissal for failure to state a claim, petitioned the Judicial Panel on Multidistrict Litigation to consolidate the Elliotts' case with other ignition switch cases in federal courts,[2] and filed their Motion to Enforce in this Court, listing the Elliotts' lawsuit as one of the scores of "Ignition Switch Actions" that New GM alleged had been filed in violation of the 2009 Sale Order and that New GM sought to enjoin. [ECF No. 18620, Schedule 1]

In its May 16, 2014 Scheduling Order, this Court imposed a case management plan in which each of the lawsuits identified by New GM (including the Elliotts' lawsuit) was stayed while the proceedings focused on identified "Threshold Issues" regarding the enforceability of the Sale Order against economic loss Plaintiffs asserting ignition switch claims against New GM based exclusively on a single GM recall, NHTSA Recall No. 14-04700. The Court explicitly stated that it would not treat the issue of whether late claims may be filed against the GUC Trust

[2] The JPML transferred and consolidated the Elliott's lawsuit with the multidistrict ignition switch litigation it had earlier established, over the Elliotts' objection that their non-ignition switch claims should not be consolidated. The Panel stated that, "while our initial intent was to limit MDL No. 2543 to cases alleging only an ignition switch defect," because non-ignition switch lawsuits such as the Elliotts allege a similar pattern of corporate misconduct regarding safety risks in GM vehicles, efficiency would be served by consolidating non-ignition switch claims against New GM with the ignition switch litigation. Transfer Order, *In re General Motors LLC Ignition Switch Litigation*, 14-md- 2543 (JMF) [ECF 356, October 17, 2014]

as a threshold issue: "For the avoidance of doubt, the issue of whether a claim asserted in the Ignition Switch Actions is timely and/or meritorious against the Old GM bankruptcy estate (and/or the GUC Trust) is not a Threshold Issue." [ECF 12697 at 4, n. 4]

To protect the interests of Plaintiffs such as the Elliotts--who were enjoined from taking any action with respect to late claims they may have wished to assert against the GUC Trust--Court provided that:

> [T]he GUC Trust agrees that it shall not assert a timeliness objection to any claims that the Plaintiffs may attempt to assert against the Old GM bankruptcy estate and/or the GUC Trust, based directly or indirectly on the ignition switch issue, as a result of the Plaintiffs' delay in asserting such claims during the "Interval." For purposes hereof, (a) the "Interval" shall commence on the date of this Order and shall end 30 days after a Final Order is entered with respect to an adjudication of the Threshold Issues (as defined in this Order), and (b) "Final Order" shall mean the entry of an order by a court of competent jurisdiction, and there are no pending appeals, and the time period to file an appeal of such order has expired.

Id. at 3.[3]

The Elliotts' *pro se* lawsuit operative at the time the May 16th Scheduling Order was entered alleged both ignition switch and non-ignition switch defects in their Cobalt and non-ignition switch defects in the Elliotts' Trailblazer. Their entire lawsuit was stayed pursuant to the Order, having been classified as one of the "Ignition Switch Actions" in New GM's papers and then enjoined as such (over the Elliotts' objections) under the Court's May 16th, 2014 Scheduling Order.[4]

[3] On July 11, 2014, the Court modified the Scheduling Order *inter alia* to revise the list of 2014 Threshold Issues. *See* Supplemental Scheduling Order [ECF No. 12770]

[4] After the Elliotts' retained counsel in June 2014, they successfully moved in the District Court for the District of Columbia to amend their complaint to remove breach of warranty and other derivative claims, to remove claims related to their Trailblazer, and instead to assert only non-successor liability claims related to ignition switch and other defects in their Cobalt. Their claims were exclusively based on alleged breaches of New GM's independent duties to them, that is, on New GM's own wrongdoing. That action, alleging claims about defects in their Chevrolet Cobalt, *Elliott et al v. General Motors LLC*, 14-cv- 14-cv-8382 (JMF), was eventually consolidated with other actions in *In re General Motors LLC Ignition Switch Litigation*, 14-md- 2543 (JMF). *See* n. 2, *supra*.

On July 2, 2014, New GM recalled the Elliotts' 2006 Trailblazer, along with other vehicles, to replace a defective driver's power door switch that posed a fire danger. *See* NHTSA Recall No. 14-404000. Exhibit 1, Rider at ¶38.

On August 1, 2014, New GM filed two additional Motions to Enforce the Sale Order, one directed against Plaintiffs in "Pre-Closing Accident Lawsuits" [ECF No. 12807], and another against Plaintiffs asserting "Monetary Relief Actions Other Than Ignition Switch Actions." [ECF No. 12808] On September 2, 2014, at New GM's request, the Court entered scheduling orders regarding the claims of Plaintiffs in "Pre-Closing Accident Lawsuits" [ECF No. 12897] and those of Plaintiffs asserting "Monetary Relief Actions Other Than Ignition Switch Actions." [ECF No. 18898]. The Orders were virtually identical. The Non-Ignition Switch economic loss Order provided that

> Until further order of the Court, the schedule governing New GM's Ignition Switch Motion to Enforce (which is subject to various Orders previously entered by the Court, copies of which shall be provided by New GM to Plaintiffs upon written request) shall govern the schedule for the Monetary Relief Motion to Enforce.

Id. at 2,¶1.

The effect of the three Scheduling Orders, taken together, was to impose a case management plan in which the identified "Threshold Issues" presented by New GM's Motion to Enforce against Ignition Switch economic claims related to NHTSA Recall No. 14-047 would be litigated to finality before this Court would begin consideration of the claims of pre-closing

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In this Court, the Elliotts declined to enter stay stipulations that other parties had executed, and instead submitted a "No Stay Pleading," pursuant to procedures outlined in the May 16th Scheduling Order for parties unwilling to "voluntarily" stay their lawsuits, and with leave of the Court to submit such pleadings out of time upon counsel's appearance in the matter. The Elliotts also moved for dismissal for lack of subject matter jurisdiction, arguing *inter alia* that the Court had no statutory or constitutional authority to enjoin independent, non-derivative claims against New GM for its own wrongdoing. The Court denied the Elliott Plaintiffs' Motion and No Stay Pleading on August 8, 2014. *See In re Motors Liquidation Co*., 514 B.R. 377 (Bankr. S.D.N.Y. 2014), *aff'd in part, rev'd in part, and vacated in part, Elliott v. Gen. Motors LLC (In re Motors Liquidation Co.)*, 829 F.3d 135, 159-61 (2d Cir. 2016).

accident victims or the claims of Plaintiffs asserting economic loss based on non-ignition switch hazards—such as those presented by the Elliotts' Trailblazer allegations.

On any fair reading, the provisions estopping the GUC Trust from claiming delay during the "Interval" that appeared in the extensive May 16, 2014 Scheduling Order were intended to be incorporated with the rest of the May 16th schedule that the summary September 2, 2014 Scheduling Orders incorporated by reference—the protection of Plaintiffs from being accused of delay while they complied with the Court's case management Orders was part of the "schedule" under which Pre-Closing Accident Plaintiffs and Non-Ignition Switch economic loss Plaintiffs were to refrain from prosecuting their claims pending resolution of the 2014 Threshold Issues. In fact, without such protection, the Court's Scheduling Orders would have produced the very piecemeal and chaotic litigation that Judge Gerber was explicitly trying to avoid, as Plaintiffs asserting a myriad of Non-Ignition Switch and Personal Injury claims would have sought to litigate their ability to pursue late claims in order to protect their rights and to avoid later accusations of delay by the GUC Trust. Judge Gerber had made clear that "jumping the line" by trying to litigate such claims before litigation of the "threshold issues" would not be tolerated.[5]

On September 19, 2014, the Elliotts joined the *Bledsoe* lawsuit to assert independent and non-derivative claims for economic loss against New GM regarding the Trailblazer's defective power door module switch on behalf of themselves and similarly situated residents of the District of Columbia.[6] The lawsuit was listed as a "Monetary Action Other Than An Ignition Switch

[5] *See, e.g., In re Motors Liquidation Co.*, 513 B.R. 467, 470 (Bankr.S.D.N.Y.2014) (*Phaneuf*); 514 B.R. 377, 380 (2014) (*Elliott*); 534 B.R. 538, 540-41 (2014) (*Sesay*).

[6] *See Bledsoe et al. v. General Motors LLC*, 1:14-cv-7631 (S.D.N.Y) (JMF), *consolidated* in *In re General Motos LLC Ignition Switch Litigation*,14-md-2543 (JMF).

Action" on a supplement to New GM's third motion to enforce the sale order, [ECF No.12938 at 4], and accordingly stayed.[7]

Following this Court's April 15, 2015 decision, its June 1, 2015 Order disposing *inter alia* of the 2014 Threshold Issues, and its certification of those rulings for direct review to the Circuit Court, the Elliotts successfully petitioned the Second Circuit Court of Appeals for direct review. The Court of Appeals affirmed this Court's finding of a due process violation with respect to the ignition switch plaintiffs, reversed its finding that ignition switch plaintiffs suffered no prejudice from the violation with respect to successor liability claims, reversed this Court's construction of the Sale Order to encompass the Elliotts' and other plaintiffs' independent, non-derivative claims against New GM for its own wrongdoing, reversed this Court's ruling with respect to the rights of post-closing used vehicle purchasers, and vacated this Court's injunction of the claims of non-ignition switch plaintiffs and remanded for further proceedings in this Court. *Elliott v. Gen. Motors LLC (In re Motors Liquidation Co.),* 829 F.3d 135, 157-59, 166 (2d Cir. 2016).

Following the Court of Appeals decision, this Court entertained the parties' proposals on how to proceed. Pursuant to the Court's Order to Show Cause entered on December 13, 2016 (No. 13802), Plaintiffs joined the Omnibus Motions to File Late Claims submitted by Designated and Lead Counsel representing other parties. [ECF No. 13811]. Plaintiffs were not then required to submit proposed proofs of their claim. Order at 4, ¶1. While briefing regarding whether the Court should permit submission of late claims of behalf of *Ignition Switch Plaintiffs*[8] has been

[7] Like the *Elliott* Plaintiffs, the *Bledsoe* Plaintiffs declined to enter into a stay stipulation and instead submitted a No Stay Pleading contending that the 2009 Sale Order injunction did not apply to them because they were not notified and accorded an opportunity to be heard prior to its entry, and that this Court lacked authority to enjoin independent, non-derivative claims against Non-Debtor New GM. This Court rejected their contentions. Endorsed Order, November 10, 2014 [ECF No. 12991].

[8] Ignition Switch Plaintiffs refers to the 1.8 million or so parties claiming economic loss, personal injury or property damage in connection with the ignition switch defect that was the subject of NHTSA Recall No. 14-047.

completed (Nos. 13869-13874; 13879; 13881-13884), the Court stayed consideration of the relief sought by Non-Ignition Switch Plaintiffs, including the Elliotts, pending resolution of the 2016 Threshold Issues.[9] Following the final resolution of the 2016 Threshold Issues, and pursuant to the Court's *Order Scheduling Case Management Conference*, dated Nov. 6, 2018 [ECF No. 14377], the parties conferred and reported to the Court that the Ignition Switch and Certain Non-Ignition Switch Plaintiffs were pursuing a settlement with the GUC Trust of their late claims, but that the Non-Ignition Switch claims regarding the Elliotts' 2006 Trailblazer would not be encompassed by the anticipated proposed settlement. The Court adopted the parties' proposed schedule requiring that the Elliotts submit their proposed claim by January 21, 2019, that the GUC Trust file any objection by February 11, 2019. [ECF Nos. 13882-83)].

BASES FOR REQUEST FOR THE COURT TO LIFT THE BAR DATE AND PERMIT SUBMISSION OF THE ELLIOTTS' TRAILBLAZER CLAIMS

As more fully discussed below, Non-Ignition Switch Plaintiffs including the Elliotts are entitled to file their claims against the GUC Trust because their constitutional and statutory due process rights to notice and to a reasonable opportunity to be heard before their valuable property interests are extinguished preclude the application of the Bar Date Order or the Late Claims Order to them on one or more of the following grounds:

1) If, on June 1, 2009, when Old GM filed its Petition in this Court, neither Old GM nor Plaintiffs knew or should have known about the safety hazard in the driver's power door module switch that was later recalled by New GM, then Plaintiffs who owned vehicles with latent safety defects were unidentifiable "future claimants" for whom no notice could be effective, and who therefore could not constitutionally be subject

[9] The Court directed that

> [W]hile the briefing and adjudication of the Late Claim Motions filed by Brown Rudnick LLP and/or Goodwin Procter LLP on behalf of Ignition Switch Plaintiffs is intended to go forward, the relief sought by Non-Ignition Switch Plaintiffs shall be stayed pending the Court's resolution of the other 2016 Threshold Issues and no briefing with respect to the Late Claim Motions filed on behalf of Non-Ignition Switch Plaintiffs shall take place pending such stay.

Id. at 5, ¶2.

to the Bar Date Order or the Late Claims Order (or to the Sale Order and Injunction, for that matter), without the necessity of further consideration of the *Pioneer* factors;

2) If Old GM knew or had reason to know of the driver's power door module switch defect--as Old GM has been found to have known and suppressed information about the ignition switch defect--then Non-Ignition Switch Plaintiffs would have been "known creditors" who were entitled to and did not receive actual notice, and whose claims should proceed to the same extent and in the same fashion as the claims of the ignition switch plaintiffs according to the ruling of the Court of Appeals, again without further consideration of the *Pioneer* factors;

3) If Non-Ignition Switch Plaintiffs are found to have been neither future claimants nor known creditors, but instead unknown creditors, the Bar Date and Late Claims Orders nevertheless cannot preclude the Elliotts and the District of Columbia consumers whom they seek to represent because:

    a. the scope and intensity of the publication campaign was not reasonably calculated to reach and alert ordinary consumers in the District of Columbia. The handful of national and international newspapers for which the Court approved *one-time* publication, to occur merely thirty-days before the Bar Date, primarily served the business and financial communities, and publication in those newspapers was not reasonably calculated to reach the Elliotts and other GM vehicle owners of the District of Columbia, to say nothing of the tens of millions of consumers who owned GM vehicles across the nation; and/or

    b. the form and content of the Notice approved for publication were not reasonably calculated to alert the Elliotts and other consumers that their valuable rights might be extinguished. The Notice did not fairly advise GM vehicle owners that their rights to sue for latent defects in their vehicles would be forever extinguished if they filed to file a proof of claim. The Notice was a virtually illegible "Legal Notice," written in confusing and legalistic language incomprehensible to ordinary consumers such as the Elliotts and other owners of GM vehicles.

Alternatively, if the *Pioneer* factors are deemed relevant, Non-Ignition Switch Plaintiffs should be permitted to file the late claims, as discussed below.

1. Non-Ignition Switch Plaintiffs Such as the Elliotts Who Owned Cars With Latent Defects Unknown to Themselves or to Old GM When GM Filed its Petition Were Future Creditors Whose Claims Could Not Constitutionally be Precluded by the Bar Date Order.

If, when Old GM published notice of the Bar Date in November 2009, Old GM did not know or have reason to know of the power door switch hazard, then the Elliotts were then "future claimants" with respect to the claims that would manifest in a "right to payment" years later when the defects in GM vehicles like theirs became known. Because future claimants "cannot possibly be identified" at the time notice of the Bar Date is issued, "and thus cannot be provided notice of the bankruptcy," their claims cannot be adversely affected by the bankruptcy proceedings. *See In re Grumman Olsen Indus.*, 467 B.R. 694, 707 (S.D.N.Y. 2012). Future claims "cannot be extinguished without due process for the future claimants." *Id.* at 708.

Although known creditors are entitled to actual notice of the Bar Date, and unknown creditors may be provided constructive publication notice, no notice provided would have satisfactorily informed the Elliotts of their rights in a claim they did not yet know they held. *See In re Waterman S.S. Corp.*, 157 B.R. 220, 222 (S.D.N.Y. 1993) ("The Bankruptcy Court correctly held that the potential future claims of those who had not manifested any detectable signs of disease when notice of the bar date was given were not discharged in the bankruptcy proceeding."); *In re Hexcel Corp.*, 239 B.R. 564, 571 (N.D. Cal. 1999) (holding publication notice sufficient for "creditors who could contemplate that they might have a claim " but not creditors with "no way of knowing that it may have a claim against the debtor some time in the future"). *In re Pettibone*, 162 B.R. 791, 808 (Bankr. N.D. Ill.1994) ("The Bankruptcy Code does not require a party. . . with no known interest in a bankruptcy proceeding to monitor national financial papers and read notices about businesses against which they have no known claims to guard against the possibility they might later be held on notice of claim bar."). Due process requires that all "creditors receive notice of the debtor's bankruptcy case and applicable bar date so that [they] have an opportunity to make

any claims they may have against the debtor's estate." *In re XO Commc'ns, Inc.*, 301 B.R. 782, 792 (Bankr. S.D.N.Y. 2003).[10]

While the appointment of a future claims representative may have protected the interests of future claimants such as the Elliotts, none was appointed here to represent owners of GM vehicles with latent defects that would not become known until years after the closing. "Without the appointment of ... [a future claims representative] to provide adequate representation to the absent future claim holders, it is doubtful that the injunction provisions binding them would be found to comply with the due process clause." *In re Johns-Manville Corp.*, 551 B.R. 104, 114 (S.D.N.Y. 2016); *see also In re Grumman Olson Indus., Inc.*, 445 B.R. 243, 254 (Bankr. S.D.N.Y. 2011), *aff'd*, 467 B.R. 694 (S.D.N.Y. 2012):

> [Plaintiffs'] rights were not protected through the appointment of a future claims representative and the creation of a trust to pay their claims. … Every case that we have found addressing this issue has concluded for reasons of practicality or due process, or both, that a person injured after the sale (or confirmation) by a defective product manufactured and sold prior to the bankruptcy does not hold a "claim" in the bankruptcy case and is not affected by either the § 363(f) sale order or the discharge under 11 U.S.C. § 1141(d).

Because the Elliotts and those they seek to represent were future claimants unidentifiable at the time that the Bar Order was entered, and because their interests were not protected by the

[10] The Court of Appeals has not yet definitively ruled on the "future claims" question presented here:

> This Court has not decided, however, "the difficult case of pre-petition conduct that has not yet resulted in detectable injury, much less the extreme case of pre-petition conduct that has not yet resulted in any tortious consequence to a victim."

Elliott v. General Motors LLC, 829 F.3d 135, 156 (2d Cir. 2016), *quoting "In re Chateaugay Corp. ("Chateaugay I "),* 944 F. 2d 997, 1004 (2d Cir. 1991). The Court suggested that, at the very least, for a "future claim" to constitute a "claim" extinguishable in bankruptcy proceedings, there must be pre-petition contact or relationship between the debtor and the future claimant "that makes identifiable the individual with whom the claim does or would rest." *Id*. Notably, Plaintiffs owning vehicles with latent defects, unknown either to themselves or to GM, were not under this standard "identifiable" and thus did not hold a claims that could be barred.

appointment of a future claims representative, their due process rights preclude application of the Bar Date or Late Claims Orders to them.

2. If Old GM Knew or Should Have Known of the Non-Ignition Switch Defect, Then Non-Ignition Switch Plaintiffs Such as the Elliotts Were Known Creditors Whose Claims Could Not Have Been Precluded Without Actual Notice of the Bar Date Order, Which They Did Not Receive.

Plaintiffs have grounds to believe that, consistent with its corporate culture at the time, Old GM very well might have known of and concealed the hazards of the power door module switch in the Elliotts' Trailblazer and similar vehicles, just as it did with the ignition switch defect. Exhibit 1, Rider at ¶¶5-27, 30-40 . Plaintiffs have learned that NHTSA's Office of Defect Investigations (ODI) received a complaint about a fire starting in the driver's door of a 2006 Trailblazer as early as November 6, 2008, and that ODI received some 170 reports alleging a thermal event in the driver door switch between November 2008 and November 2012 in vehicles including the Elliotts' Trailblazer ultimately recalled by New GM. ¶¶30, 39. New GM has acknowledged the receipt of 619 unique consumer complaints related to the driver door switch, 77 of which led to fire with flame. *Id*. at 40. Plaintiffs have not yet had the benefit of discovery, either in this Court or in the MDL Court, with respect to Old GM's knowledge of the power door switch hazard.

If discovery reveals that Old GM knew about the driver's power door module switch defect, then the Elliotts and those they seek to represent would have been known creditors entitled to actual notice of the Bar Date Order. Because they did not receive such notice, they are not bound by the Bar Date Order and should be free to file their claims against the GUC Trust now. If Old GM knew about but concealed the defects about which they complain, then the

Elliotts would be in the same position as the ignition switch Plaintiffs.[11] Creditors are not bound by orders issued during bankruptcy proceedings prior to the time they receive adequate notice of the bankruptcy. *See In re Grumman Olson Indus*., 467 BR at 706. This principle prevents courts from barring a creditor's claim as untimely when that creditor never received adequate notice of the bankruptcy. *See In re Residential Capital, LLC,* No. 12-12020 (MG), 2015 WL 2256683, at *6 (Bankr. S.D.N.Y. May 11, 2015).

3. If Non-Ignition Switch Plaintiffs Such as the Elliotts are Deemed to Have Been Unknown Creditors in June 2009, Their Claims Could Not be Precluded Without Publication Notice Reasonable Calculated to Reach Them and to Apprise Them of Their Interests in the Litigation.

In some circumstances, notice by publication may satisfy due process for unknown creditors, *Mullane v. Central Hanover Bank & Trust Co.,* 339 U.S. 306, 317 (1950); *City of New York v. New York, N.H. & H.R. Co.,* 344 U.S. 293, 296 (1953), but the publication notice campaign must be "reasonably calculated, under all the circumstances, to apprise [creditors] of the pendency of the action and afford them an opportunity to present their objections," *Mullane*, 339 U.S. at 314. Whether notice procedures are reasonably calculated to reach unknown claimants "depends upon the circumstances of each particular case." *Tulsa Professional Collection Serv., Inc. v. Pope,* 485 U.S. 478, 484 (1988); *see also Cafeteria & Rest. Workers Union, Local 473, AFL-CIO v. McElroy,* 367 U.S. 886, 895 (1961) ("The very nature of due process negates any concept of inflexible procedures universally applicable to every imaginable situation."). The mere fact that notice was published in a newspaper of general circulation is not,

[11] The Court of Appeals recognized the need for a fuller record on which to determine whether Old GM knew or should have known of Non-Ignition Switch defects such as those asserted by the Elliotts. This Court

> left as an open question whether Old GM knew of the Non–Ignition Switch Plaintiffs' claims based in other defects. …Without factual findings relevant to determining knowledge, we have no basis for deciding whether notice was adequate let alone whether enforcement of the Sale Order would violate procedural due process as to these claims.

829 F.3d at 166.

by itself, sufficient to demonstrate that due process was satisfied. *Hecht v United Collection Bur., Inc.,* 691 F3d 218, 225 (2d Cir 2012) (a more extensive campaign of notification beyond limited publication in a national periodical, including local publications and electronic media, was necessary to satisfy due process).

"[W]hen notice is a person's due, *process which is a mere gesture is not due process*. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it." *Mullane,* 339 U.S. at 315, 70 S.Ct. 652 (*emphasis added*)

a. The scope and intensity of publication were not reasonably calculated to reach GM consumers in the District of Columbia.

The Notice Order proposed by Old GM and entered by this Court limited publication notice of the Bar Date to a one-time publication at least thirty days prior to the Bar Date in following newspapers: the global edition of *The Wall Street Journal,* the national edition of *The New York Times,* the global edition of *The Financial Times*, the national edition of *USA Today*, *Detroit Free Press/Detroit News*, *Le Journal de Montreal*, *Montreal Gazette*, *The Globe and Mail,* and *The National Post.* [ECF No. 4079 at 7] This selection was perhaps aimed at the financial and business community but it was not targeted to reach the consumers who owned GM vehicles. Of the newspapers, only *USA Today* might have potentially reached some small number of GM consumers across the country, but the one-time publication thirty days before the Bar Date in a single outlet potentially reaching only a small fraction of GM consumers was not a "means employed …by one desirous of actually informing" the tens of millions of GM vehicle owners, but rather, at best, "a mere gesture."

Considering the size of the GM Bankruptcy, and the tens of millions of GM consumers scattered across the United States, a more far-reaching effort to provide notice was essential to ensuring due process was satisfied. Notably, the record is devoid of any rationale for the choice

of publications or to support the reasonableness of the notice campaign in general, much less the kind of evidence-based expert testimony that could have demonstrated the necessary scope and intensity of publication beyond the mere conjecture that seemed to rule the day here.

GM knew it had tens of millions of consumers residing across the United States. GM expanded its business operations to reach the entire country and influence millions of potential customers. Yet it did not treat the publication of the Bar Date notice in this Case with the same dedication to reaching consumers. When there is such a wide disparity between the size of a debtor's business and the reach and diversity of the publications it uses for notifying its own consumers of its bankruptcy, "[d]ue process affords a re-do." *In re New Century TRS Holdings, Inc.*, 528 B.R. 251, 260 (D. Del. 2014) (*quoting Wright v. Corning*, 679 F.3d 101, 107 (3d Cir. 2012)). GM included local publication in Detroit in its notice plan but failed to publish the notice in local or regional papers throughout the United States, in the diverse areas in which its customers resided. GM was in the business of manufacturing and selling vehicles. GM categorically failed to design a publication campaign reasonably calculated to reach GM customers. GM customers' particular identities might have been unknown, but surely the likelihood that the group of then unknown GM vehicle owners would constitute a major proportion of "unknown creditors" once their vehicles' latent defects became manofest was not unknownable—and the failure to target a publication campaign reasonably designed to reach them violated GM's customers' due process rights. *See In re New Century TRS Holdings, Inc*., *id*. at 260 (publication notice violated due process when debtor, a lender, published one-time in the national edition of *USA* Today, and another notice in an area with a large concentration of debtors' employees, but had no publication plan to reach its million or so borrower-customers).

The narrow time window between the Bar Date and the publication notice (45 days) exacerbated the problems with the limited scope and intensity of the GM publication program. In circumstances such as this, with the debtor rushing through the bankruptcy process and leaving such little time to file claims for consumers who did receive notice, the debtor should "have a heavier burden to ensure that notice is widespread." *Id*.

When courts find that publication of notice in newspapers of general circulation satisfies due process, it is often also supplemented with publication in local papers. *See, e.g., Wright v. Corning, supra*. In this case, no effort was made to supplement the Debtor's notice regime with local publications that would be more accessible to the Plaintiffs at the time the Bar Date Order was entered. Significantly, the record is utterly devoid of evidence that any attention whatsoever was paid to the need to reach the tens of millions of owners of Old GM vehicles. Accordingly, Plaintiffs rights to notice and an opportunity to be heard were violated and the Bar Date Order may not be constitutionally applied to prevent them from filing their claims against the GUC Trust now.

b. *The content and form of notice approved for publication did not adequately convey to Plaintiffs that their rights to sue for a danger that may not become known until years later would be affected by GM's bankruptcy.*

To satisfy due process, all published notices must "convey the required information" necessary for a creditor to understand that its rights may be adversely affected by the bankruptcy. *In re Ritchie Risk-Linked Strategies Trading (Ireland), Ltd.*, 471 B.R. 331, 338 (Bankr. S.D.N.Y. 2012). But even if a consumer found and read the published notice, the notice could not have informed them of their future claim. This 2009 notice did not mention the existence of the door module defect that was the subject of Recall No. 14V-404 in July 2014. No information provided

in the 2009 notice would have adequately informed the Elliotts and others of a claim that would not arise until years later.

Even apart from the failure to specify theparticular power door switch defect, the content of the Notice published by GM contained insufficient information generally to inform a reasonable GM vehicle owner that his or her rights would be adversely affected by the Bankruptcy in the event that vehicles that were performing properly at the time of the Notice came to develop hazards later. *Cf. In re Chemtura Corp.*, 505 B.R. 427, 431 (S.D.N.Y. 2014) (due process satisfied if *inter alia* the bar date notice made explicit that those who may develop injuries later from pre-bankruptcy exposure may have their rights affected). Even if the Elliotts and other GM consumers had sufficient knowledge of GM's bankruptcy, this alone is insufficient to bar their claims unless they were properly and adequately notified of the Bar Date and its effect on their right to sue. *See City of New York v. New York, N.H. & H.R. Co.*, 344 U.S. 293, 297 (1953). The notice issued could not have informed them that their future claims, which were "abstract, unimaginable, and inchoate at the time," would later be barred in this Case. *In re Johns-Manville Corp.*, 600 F.3d 135, 158 (2d Cir. 2010).

Moreover, as this Court itself observed at the time, the Notice was laden with legal jargon that would have prevented any reasonable consumer from understanding its terms and import in any event.[12] The purpose of disseminating notice in bankruptcy is to ensure interested parties

[12] The Court stated:

> I agreed with the point that the notice was kind of verbose and legalese….One point that was made in the papers did hit a responsive chord with me. I'm not going to direct that the notice be rewritten, but I think that the objection that it was wordy and lawyeresque and legalesesque was well taken. I think as a matter of best practices, the debtors' community should start working on preparing its bar date notices in something closer to plain English. But I am not going to, today, order that something that would be a matter of best practices will be turned into a requirement, at least not in this case.

Transcript of the September 14, 2009, Hearing on the Debtors' Motion for Order Pursuant to Section502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim Including Claims Under Section 503(b)(9) of the Bankruptcy Code and Procedures Relating Thereto and Approving

have enough information to fully understand how their rights could be affected by the case and what actions are necessary to preserve those rights. As the Court stated in *Mullane,* "[t]he notice must be of such nature as reasonably to convey the required information." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). If the notice is written in any way other than plain English, there is a risk interested parties may not understand what the notice is required to convey. Accordingly, when a debtor's notice includes an inordinate amount of legal jargon concealing the essential information in the notice, due process cannot be satisfied for those parties without the knowledge of legal terminology needed to decipher the notice. *See In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1061 (S.D. Tex. 2012) (ruling notice satisfied due process because "written in easy-to-understand plain English.").

The notices that GM published in this case are a textbook example of obscurantism.[13] GM vehicle owners are never mentioned, lists of statutory definitions and exclusions with formal citations are included, those having "claims" are purportedly alerted, but the Notice defines "claims" to include a "right to payment," and later the Notice, in larger bold font, instructs those who do not hold "claims" that they should *not* file a proof of claim. *Id*. Only bankruptcy law experts schooled in the split among courts interpreting the core concept of "claim" under the Bankruptcy Code could begin to understand the otherwise convoluted and apparently contradictory messages—at least when read by those, like the Elliotts, who owned GM vehicles for which no defects were known and who then had no "right of payment"—and therefore who

the Form and Manner of Notice Thereof at 37 [ECF 4081]. The Court did not provide further explanation why it approved the content of the Notice despite these observations.

[13] Certificate of Publication [ECF 4290], attached hereto as Exhibit 2.

could be not reasonably be expected to understand that their rights were to be affected, even had they seen and attempted to parse the publication notice that GM provided.

GM published its notice using a font size that made it nearly illegible for anyone without a magnifying glass, with its text so crammed together that virtually no space whatsoever is visible around it or between apparent sections and subsections. *Id*. To satisfy the demands of due process, a debtor's published notice must be readable. When the notice is written in a fine print that prevents interested parties from reading it, courts have regularly ruled that due process would be violated if unknown claimants were deemed to have read it. *See In re Greenwich Sentry, L.P.*, 471 B.R. 800, 806–07 (Bankr. S.D.N.Y.), *aff'd*, 484 B.R. 567 (S.D.N.Y. 2012), *aff'd*, 534 F. App'x 77 (2d Cir. 2013) (upholding bar date notice written in "bold font and capital letters"); *First Assembly of God of Naples, Fla., Inc. v. Collier Cty., Fla.*, 20 F.3d 419, 422 (11th Cir.) (noting that notice "less than ¼ page in size" and without "a headline in 18 point type" was a "deficiency" in the notice*); In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 962 F. Supp. 450, 528 (D.N.J. 1997) (explaining that "notice must be readable" to satisfy due process).

Notably, no notices were published in Spanish, or placed in Spanish language publications.

The Elliotts invite the Court to review the copies of the actual published Notices that GM provided. *See* Exhibit 2. Even a cursory review of the combination of legalistic jargon, a virtually illegible and tiny font, provisions densely packed together, placement amid other "Legal Notices," confusing terminology, and the omission of any mention of GM vehicle owners, confirms that the Notice was not reasonably calculated to give GM vehicle owners notice that any claims they might hold might be affected in the GM bankrupty, much less notice that their

ability to sue for defects that may arise later in the course of their use of GM vehicles would be barred.

The GM Bankruptcy was the largest industrial bankruptcy in American history. GM had tens of millions of customers across the nation. Plaintiffs submit that even a cursory review of the Notice in its published form confirms that Plaintiffs were not accorded the due process that the Constitution required in the circumstances.

4. The Pioneer Factors are Satisfied Here.

The Supreme Court in *Pioneer Invest. Services v. Brunswick Assoc. Ltd. P'ship*, 507 U.S. 380, 395 (1993), set out the authoritative test for determining whether a court may exempt a party's failure to meet a bar date for filing a proof of claim under "excusable neglect." Whether neglect is excusable is based on four equitable considerations including: "the danger of prejudice to the debtor, the length of delay and its potential impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith." *Id.* However, "not all factors need to favor the moving party" for a court to accept a late proof of claim. *In re Enron Creditors Recovery Corp.*, 370 B.R. 90, 101 (Bankr. S.D.N.Y. 2007). The Second Circuit places considerable weight on the reason for delay and weighs less equally the other factors. *See Williams v. KFC Nat'l Mgmt. Co.*, 391 F.3d 411, 415-16 (2d Cir. 2004) ("[I]t is the third factor-the reason for delay-that predominates, and the other three are significant only in close cases."); *In re Lehman Bros. Holdings Inc.*, 433 B.R. 113, 120 (Bankr. S.D.N.Y. 2010) (explaining the Second Circuit's "hard line" approach to Pioneer, which "focuses primarily on the reason for the delay, and specifically whether the delay was in the reasonable control of the movant."); *In re Dana Corp.*, 2007 WL 1577763, at *4

(Bankr. S.D.N.Y. 2007) ([T]he Second Circuit . . . focus[es] on the reason for delay as the predominate factor.").

Evaluating these factors in light of the facts of this case, the Court should find that the Elliots' late filing qualifies as excusable neglect and that the late-filed proof of claim should be allowed. The Elliotts were fully entitled to receive notice of the Bar Date, and thus the opportunity to participate in the bankruptcy, before their claims could be barred. GM's publication notice was insufficient to adequately notify the Elliotts of the adverse effect on their rights that GM's bankruptcy could create. The Bar Date notice was posted in publications that were not reasonably calculated to reach them, and it did not contain the requisite information to put the Elliotts on notice that their future claims would be extinguished. The Movants were unable to file timely proofs of claim due to these inadequacies in the notice that were entirely out of their control. Permitting the Movants to file late proofs of claim is the only remedy that will protect their rights in this case. *See In re Johns-Manville Corp.*, 600 F.3d 135, 158 (2d Cir. 2010); *In re Motors Liquidation Co.*, 529 B.R. 510, 583 (Bankr. S.D.N.Y. 2015).

The GUC Trust will not be prejudiced by permitting the Elliotts to assert their claims, and the inability of the Elliotts to pursue their claims against the GUC Trust has been due to factors entirely beyond the Elliotts' control, namely the concealment of the true nature of the defect from the Elliotts until July 2, 2014, and the Scheduling Orders of this Court which precluded Non-Ignition Switch Plaintiffs from pursuing their late claims until now. When New GM finally recalled the Elliotts' dangerous door module for replacement on July 2, 2014, the Elliotts had already been enjoined by this Court from proceeding with their claims in any way, and had already been assured that their inability to file proofs of claims against the GUC Trust would not be used against them by the Trust later. The Elliotts have acted reasonably and with dispatch to

press their claims against the Trust here after awaiting the resolution of the 2014 and 2016 Threshold Issues.

CONCLUSION

For the foregoing reasons, the Elliotts should be permitted to file their proposed proof of claim, attached as Exhibit 1, with respect to the defects in their 2006 Chevrolet Trailblazer. Alternatively, the Elliotts should be permitted to develop a factual record through discovery with respect to the factual issues presented by their proposed proof of claim, including discovery related to the whether Old GM knew or should have known of the driver's power door module switch, and whether the publication notice of the bar date was reasonably calculated to reach the Elliotts and other GM vehicles owner and to apprise them of the relevance of the bankruptcy proceedings to their potential claims.

Dated: January 21, 2019

Respectfully submitted,

/s/ Gary Peller

Gary Peller
600 New Jersey Avenue, N.W.
Washington, DC 20001
(202) 662-9122
peller@georgetown.edu
Counsel for Celestine Elliott and Lawrence Elliott

Fill in this information to identify the case:

Debtor 1 Motors Liquidation Company, et al.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of New York

Case number 09-50026 (MG) (Jointly Administered)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

   Lawrence Elliott and Celestine Elliott
   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

   ☑ No
   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
SEE ATTACHED RIDER Name	SEE ATTACHED RIDER Name
_____ Number Street	_____ Number Street
_____ City State ZIP Code	_____ City State ZIP Code
Contact phone _____	Contact phone _____
Contact email _____	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☑ No
   ☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $_____. SEE ATTACHED RIDER
Does this amount include interest or other charges?
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Economic loss for door module defect (SEE ATTACHED RIDER)

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $_____
Amount of the claim that is secured: $_____
Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $_____
Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.
☑ No
☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).
If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.
A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:
☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/21/2019
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name: Gary Peller
First name Middle name Last name

Title: Counsel for Plaintiffs Celestine and Lawrence Elliott

Company: _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 600 New Jersey Ave. NW
Number Street
Washington DC 20001
City State ZIP Code

Contact phone (202) 662-9122 Email peller@law.georgetown.edu

EXHIBIT 1

In re Motors Liquidation Company, et al. f/k/a General Motors Corp., et al.
Case No. 09-50026 (MG) (Jointly Administered)

RIDER TO PROOF OF CLAIM OF LAWRENCE & CELESTINE ELLIOTT

Names of Claimants: Lawrence Elliott and Celestine Elliott.

Nature and Basis of Claim:

1. Pursuant to this Proof of Claim, the Elliotts assert an economic loss claim against the bankruptcy estate of Motors Liquidation Company f/k/a General Motors Corporation and its affiliated debtors and the Motors Liquidation Company General Unsecured Creditors Trust. More specifically, the Elliotts allege claims of consumer protection violations, fraudulent concealment, implied warranty of merchantability, and unjust enrichment.

2. The Elliotts assert these claims on behalf of themselves and the following proposed Class:

> All residents of the District of Columbia who, prior to June 2009, either owned or leased a GM vehicle subject to Recall No. 14V-404.

3. Mr. and Mrs. Elliott are 83 and 78 years of age, respectively. They have been married for fifty-four years. They are lifelong residents of the District of Columbia. They are each retired commercial drivers with over twenty-five years of on-the-road experience. While Mr. Elliott's physical condition makes walking difficult and prevents him from driving for extended periods of time, Mrs. Elliott has continued to drive part-time since her retirement, first as a "Ride-On" bus driver for the Washington D.C. transit authority, and more recently as a driver for Uber and Lyft. The Elliotts own a home in the District in which they reside with their adult children and grandchildren, as well with as their two young greatgrandchildren, for whom Mr. and Mrs. Elliott provide care, and whom they regularly help transport to and from school, medical appointments, and elsewhere.

4. In 2006, the Elliotts paid the full manufacturer's suggested retail price for a new 2006 Chevrolet Trailblazer at a now-defunct GM dealership in Washington, D.C. In 2007, the Elliotts paid the full manufacturer's suggested retail price for a new 2007 Chevrolet Cobalt at the same GM dealership. After GM's public admissions, beginning in February 2014, that New and Old GM had failed to disclose and/or concealed from Plaintiffs and others a myriad of safety related defects in GM vehicles, the Elliotts became extremely hesitant to drive either of their GM vehicles. They feared for their own safety and, in particular, for the safety of their family members.

GM's Practice of Concealing and Minimizing Safety Risks

5. GM instituted policies and practices intended to conceal and minimize safety related risks in GM products from the Elliotts, Class members, investors, litigants, courts, law enforcement officials, the NHTSA, and other governmental officials. In furtherance of its illegal scheme, GM trained and directed its employees and dealers to take various measures to avoid exposure of safety related product risks.
6. Through their deception, GM recklessly endangered the safety of the Elliotts, Class members, their families, and members of the public.
7. GM's Chief Executive Officer Mary Barra admitted on behalf of the company that GM employees knew about safety-related defects in millions of vehicles and that GM did not disclose those defects as it was required to do by law. Ms. Barra attributed GM's "failure to disclose critical pieces of information," in her words, to GM's policies and practices that mandated and rewarded the unreasonable elevation of cost concerns over safety risks.
8. This case arises from GM's concerted and systematic practice and policy of denying, diminishing, and failing to remediate safety related hazards that GM vehicles pose.

9. GM mandated that its personnel avoid exposing GM to the risk of having to recall vehicles with safety-related risks by limiting the action that GM would take with respect to such risks to the issuance of a Technical Service Bulletin or an Information Service Bulletin.
10. GM directed its engineers and other employees to falsely characterize safety-related risks – including the risks described in this complaint – in their reports, business and technical records as "customer convenience" issues, to avoid being forced to recall vehicles as the relevant law requires, and/or to issue narrower recalls than the circumstances warranted.
11. GM trained its engineers and other employees in the use of euphemisms to avoid disclosure to the NHTSA and others of the safety risks posed by risks in GM products.
12. GM directed its employees to avoid the word "stall" in describing vehicles experiencing a moving stall, because it was a "hot word" that could alert the NHTSA and others to safety risks associated with GM products, and force GM to incur the costs of a recall. A "moving stall" is a particularly dangerous condition because the driver of a moving vehicle in such circumstances no longer has control over key components of steering and/or braking, and air bags will not deploy in any, increasingly likely, serious accident.
13. GM directed its engineering and other personnel to avoid the word "problem," and instead use a substitute terms, such as "issue," "concern," or "matter," with the intent of deceiving the Elliotts, Class members, and the public.
14. GM instructed its engineers and other employees not to use the term "safety" and refer instead to "potential safety implications."
15. GM instructed its engineers and other employees to avoid the term "defect" and substitute the phrase "does not perform to design."

of GM's conduct, the amount of its unjust enrichment should be disgorged, in an amount according to proof.

Amount of Claim: The Claim is asserted in an amount to be proven at trial (or via estimation proceeding in the bankruptcy court).

Related Litigation: The Elliotts are plaintiffs in actions against General Motors LLC pending and consolidated in the *In re General Motors LLC Ignition Switch Litigation*, 14-md-2543 (JMF), *Elliott et al v. General Motors LLC*, 14-cv-8382 (JMF) (Cobalt), and *Bledsoe et al. v. General Motors LLC*, 1:14-cv-7631 (JMF) (Trailblazer).

Notice: Gary Peller, Esq., 600 New Jersey Avenue, N.W., Washington, D.C. 20001

Payment: Gary Peller, Esq., 600 New Jersey Avenue, N.W., Washington, D.C. 20001

COUNT III
Implied Warranty of Merchantability

60. The Elliotts bring this claim on behalf of themselves and the Proposed Class.

61. The Elliotts and all Class members purchased their vehicle under an implied warranty that the vehicle would be merchantable. DC Commercial Code §§28:2-314. Because of the door module defect, their vehicles are not fit for ordinary purposes for which such vehicles are generally used and are therefore not merchantable.

62. GM sold goods that were not merchantable, because those goods are not fit for the ordinary purposes for which such goods are used – the vehicles were marketed and intended to be driven, but become unsafe under ordinary driving conditions.

63. The Elliotts and all Class members did not receive the full benefit of their bargain with GM and seek to recover an amount to make them whole, or seek to exercise their contractual rights of rescission and return to the status quo ante by allowing them to return their vehicles to GM for a full refund, and to seek any other rights and remedies afforded them as buyers injured by the total breach of the seller in failing to tender a merchantable product as promised.

COUNT IV
Unjust Enrichment

64. The Elliotts bring this claim on behalf of themselves and the Proposed Class.

65. GM has benefitted from selling and leasing the Defective Vehicles, for more than they were worth as a result of their concealed defects, at a profit, and the Elliotts and all Class members have overpaid for the cars and been forced to pay other costs.

66. The Elliotts and all Class members conferred a benefit on GM, and it is inequitable for GM to retain that benefit. GM knowingly accepted the benefits of its unjust conduct. As a result

16. GM's managerial practices were designed to ensure that its employees and officials would not investigate or respond to safety-related risks, and thereby avoid creating a record that could be detected by governmental officials, litigants or the public.

17. In a practice GM management labeled "the GM nod," GM managers were trained to feign engagement in safety related product risks issues in meetings by nodding in response to suggestions about steps that they company should take. Protocol dictated that, upon leaving the meeting room, the managers would not respond to or follow up on the safety issues raised therein.

18. GM's lawyers discouraged note-taking at critical product safety meetings to avoid creation of a written record and thus avoid outside detection of safety-related risks and GM's refusal to respond to and/or GM's continuing concealment of those risks. GM employees understood that no notes should be taken during meetings about safety related issues, and existing employees instructed new employees in this policy. GM did not describe the "no-notes policy" in writing to evade detection of their campaign of concealment.

19. GM would change part design without a corresponding change in part number, in an attempt to conceal the fact that the original part design was risk. GM concealed the fact that it manufactured cars with intentionally mislabeled part numbers, making the parts difficult for GM, the Elliotts, Class members, law enforcement officials, the NHTSA, and other governmental officials to identify. GM directed dealers to misrepresent the safety risks associated with the product risks of its vehicles. GM followed this practice with respect to the dangerous ignition switched.

20. GM directed its lawyers and any outside counsel it engaged to act to avoid disclosure of safety related risks in GM products. These actions included settling cases raising safety

issues, demanding that GM's victims agree to keep their settlements secret, threatening and intimidating potential litigants into not bringing litigation, and settling cases for amounts of money that did not require GM managerial approval, so that management officials could maintain their veneer of ignorance concerning the safety related risks.

21. The systematic concealment of known defects was deliberate, as GM followed a consistent pattern of endless "investigation" and delay each time it became aware of a given defect. GM routinely chose the cheapest part supplier without regard to safety, and discouraged employees from acting to address safety issues.

22. Under the Transportation Recall Enhancement, Accountability and Documentation Act, 49 U.S.C. § 30101, et seq. ("TREAD Act"), and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect, the manufacturer must properly disclose the defect. If it is determined that the vehicle is defective, the manufacturer may be required to notify vehicle owners, purchasers, and dealers of the defect, and may be required to remedy the defect.

23. When a manufacturer with TREAD Act responsibilities is aware of safety defects and fails to disclose them as GM has done, the manufacturer's vehicles are not safe.

24. The array of defects in GM vehicles that GM and New GM failed to disclose until New GM began issuing recalls for the defects in February 2014 includes: (1) ignition switch defect, (2) power steering defect, (3) airbag defect (4) brake light defect, (5) shift cable defect, (6) safety belt defect, (7) ignition lock cylinder defect, (8) key design defect, (9) ignition key defect, (10) transmission oil cooler line defect, (11) power management mode software defect, (12) substandard front passenger airbags, (13) light control module defect, (14) front axle shaft defect, (15) brake boost defect, (16) low-beam headlight defect, (17) vacuum line

53. GM sold the Trailblazer to the Elliotts in violation of the warranty of merchantability and fitness implied under the District's Commercial Code, §§28:2-314, 315. Violations of the Commercial Code constitute violations of the Consumer Protection Procedures Act.

54. Plaintiffs are entitled to the greater of actual damages or the statutory damages of $1500 for each violation of the Consumer Protection Procedure Act, as well as costs and attorneys fees.

55. Plaintiffs are empowered by the Consumer Protection Act to proceed as representatives of the Public to protect the interests of District residents.

COUNT II
Fraudulent Concealment

56. The Elliotts bring this claim on behalf of themselves and the Proposed Class.

57. GM knew since August 2012 about the master power door switch hazard described above. The facts that their vehicles presented the above described safety hazards was material to the Elliotts and Class members. The Elliotts and Class members had no reasonable way of learning of the hazards that GM knew about but failed to disclose.

58. GM's failure to disclose the risks, and its affirmative misrepresentations regarding the safety of the Elliotts' and Class members' vehicles, were intentional.

59. The Elliotts and the Class members reasonably relied on GM's communications and material omissions to their detriment. As a result of the concealment and/or suppression of facts, the Elliotts and the Class members have sustained and will continue to sustain injuries, consisting of the diminished value of their GM vehicles and the lost use and enjoyment of the vehicles that GM's actions have caused, and exposure to increased risk of death or serious bodily injury. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud, and with reckless disregard to the Elliotts' and Class members' rights and well-being, in order to enrich GM.

adjudications with respect to GM's liability would establish incompatible standards and substantially impair or impede the ability of class and subclass members to protect their interests.

COUNT I
The District of Columbia Consumer Protection Procedures Act

49. The Elliotts bring this claim on behalf of themselves and the Proposed Class and as Representatives for similarly situated District of Columbia residents.

50. GM violated the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3904 et seq., by representing that its vehicles were safe and adequately engineered when in fact GM failed to disclose and actively concealed an unprecedented number of safety defeats due in large part to GM's focus on cost- cutting over safety. The Elliotts and the Class members had no reason to believe that their vehicles possessed distinctive shortcomings; they relied on GM to identify latent features that distinguished their vehicles from similar vehicles without the safety related defects, and GM's failure to do so tended to mislead consumers into believing their vehicles were safe to drive.

51. Upon information and belief, GM was aware of the defects in the Elliotts' and Class members' vehicles, and the defects resulted from GM's devaluation of and disregard for safety, as detailed in part herein.

52. GM induced the Elliotts and members of the Class to purchase and retain their 2006 Trailblazer under false pretenses, and thus deprived them of the benefit of their bargain and saddled them with dangerously defective cars that were worth less than they would have been in the absence of the defects. The Elliotts and Class members also incurred repair costs and other expenses as a direct result of GM's fraud, and GM was unjustly enriched at the Elliotts' and Class members' expense.

brake booster defect, (18) fuel gauge defect, (19) acceleration defect, (20) flexible flat cable airbag defect, (21) windshield wiper defect, (22) brake rotor defect, (23) passenger-side airbag defect, (24) electronic stability control defect, (25) steering tie-rod defect, (26) automatic transmission shift cable adjuster, (27) fuse block defect, (28) diesel transfer pump defect, (29) base radio defect, (30) shorting bar defect, (31) front passenger airbag end cap defect, (32) sensing and diagnostic module ("SDM") defect, (33) sonic turbine shaft, (34) electrical system defect, (35) seatbelt tensioning system defect, and (36) master power door switch defect.

25. GM has received reports of crashes and injuries that put GM on notice of the serious safety issues presented by many of these defects. GM advanced its culture of concealment by actively denying liability for fatal accidents.

26. In 2005, Defunct GM customer Adam Powledge lost control of his vehicle, slamming into a highway median and killing himself and his four children. In the ensuing suit GM nefariously framed the incident as a suicide, disavowing any connection between the accident and an electrical failure, despite GM's knowledge that the Malibu Mr. Powledge drove had a steering defect that likely was the real cause of the tragedy. Then, in April 2014, GM finally admitted that Adam Powledge's Chevrolet Malibu had a steering defect that was consistent with the loss of control over the vehicle that led to his death and that of his four children. The Powledge saga is but one dramatic example of the lengths that GM, its attorneys, risk personnel, and others went to further the GM campaign of denial and deceit.

27. Despite the dangerous nature of many of the defects and their effects on critical safety systems, GM concealed the existence of the defects and failed to remedy the problems in an appropriate or timely manner.

Failure to Disclose and Concealment of Master Power Door Switch Defect (Elliotts' vehicle); NHTSA Campaign 14V404000).

28. Lawrence and Celestine Elliott own a 2006 Chevrolet Trailblazer for which they paid full sticker price when they purchased it from a now defunct dealership in the District. The vehicles has had a host of problems, including two dangerous and frightening "moving stalls," in which the Trailblazer's electrical system turned off while Ms. Elliott was driving, resulting in loss of control over steering, braking, and the loss of power to the airbag system

29. The Trailblazer was installed with a Master Power Door Module Switch that became so dangerous that, in NHTSA Recall No. 14-404000, New GM advised owners that the vehicles must be parked outdoors to avoid unreasonable risks of fire. GM's treatment of the Trailblazer dangers has been consistent with the corporate culture that has engulfed GM's cost-containment approach to risk issues presented by GM vehicles: deny any hazard exists; if forced to concede the hazard, minimize its significance; and if nevertheless forced to act, insist on cheap rather than appropriate remediation.

30. NHTSA's Office of Defect Investigations (ODI) received a complaint about a fire starting in the driver's door of a 2006 Trailblazer as early as November 6, 2008.

31. This is the third recall New GM has conducted for this very same hazard, a process of denial and avoidance going back at least to 2012. In the previous two recalls, GM convinced governmental officials and assured vehicles owners that minor remediation—consisting of spraying the part with silicate rather than removing and replacing the dangerous part to eliminate the fire risk--would render the vehicles safe. GM failed to disclose the true nature of the ris, however. After years of denial, GM finally admitted in July 2014 that the Elliotts' 2006 Chevrolet Trailblazer was and may remain dangerous because of the risk that its electrical components will short and start a fire inside the driver's door.

a. Whether the vehicles owned by class or subclass members during the class periods suffer from the dangerous hazards described herein.
b. Whether the hazards posed an unreasonable danger of death or serious bodily injury.
c. Whether GM imposed an increased risk of death or serious bodily injury on the Elliotts and class and subclass members during the Class period.
d. Whether GM caused the Elliotts and class and subclass members to suffer economic loss during the Class period.
e. Whether GM caused the Elliotts and class and subclass members to suffer the loss of the use and enjoyment of their vehicles during the class period.
f. Whether GM had a legal duty to disclose the dangers described above to class and subclass members.
g. Whether GM had a legal duty to disclose the dangers described above to the NHTSA.
h. Whether class and subclass members suffered legally compensable harm.
i. Whether GM violated the District of Columbia's consumer protection statute by concealing safety related hazards from the Elliotts and governmental officials.
j. Whether the safety related hazards were material.
k. Whether the Elliotts and Class Members are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction.

SUPERIORITY

47. The Elliotts and class and subclass members have all suffered and will continue to suffer harm and damages as a result of GMs' unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Absent a class action, most class and subclass members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy. Because of the relatively small size of the individual class and subclass member's claims, it is likely that few could afford to seek legal redress for GMs' misconduct. Absent a class action, class and subclass members will continue to incur damages, and GMs' misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication. The class action is also superior for defendants, who could be forced to litigate thousands of separate actions.

48. GM has acted in a uniform manner with respect to the Elliotts and class and subclass members. Class and subclass wide declaratory, equitable, and injunctive relief is appropriate under Rule 23(b)(1) and/or (b)(2) because GM has acted on grounds that apply generally to the class, and inconsistent

43. Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder for each Class or Subclass is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. Class Members are readily identifiable from information and records in GM's possession, custody, or control, and/or from public vehicular registration records.

TYPICALITY

44. The claims of the Elliotts are typical of the claims of each member of the class and subclasses in that the representative Plaintiffs, like all class members, legally or equitably own or owned a dangerous GM vehicle during the time period noted above. The Elliotts, like all class and subclass members, have been damaged by GM's misconduct, namely, in being wrongfully exposed to an increased risk of death or serious bodily injury, in suffering diminished use and enjoyment of their vehicles, and in suffering the diminished market value of their vehicles. Furthermore, the factual bases of GM's misconduct are common to all class and subclass members.

ADEQUATE REPRESENTATION

45. The Elliotts will fairly and adequately represent and protect the interests of the class and subclasses. The Elliotts have retained counsel with substantial experience in prosecuting consumer class actions and in prosecuting complex federal litigation. The Elliotts and their counsel are committed to vigorously prosecuting this action on behalf of the class and subclasses, and have the financial resources to do so. Neither the Elliotts nor their counsel have interests adverse to those of the class of subclasses.

PREDOMINANCE OF COMMON ISSUES

46. There are numerous questions of law and fact common to the Elliotts and Class Members that predominate over any question affecting only individual Class Members, the answers to which will advance resolution of the litigation as to all Class Members. These common legal and factual issues include:

32. After years of denial, then false claims that it had repaired the vehicles and rendered them safe to drive, GM has admitted to the NHTSA that its prior two recalls and purported repairs—when it tried to take the cheap way out, and spay the switch with a chemical coating rather than actually replace and repair the faulty switch—were failures.

33. On August 16, 2012, GM notified the NHTSA that it was recalling "certain model year 2006 Chevrolet Trailblazer EXT and GMC Envoy XL and 2006-2007 Chevrolet Trailblazer, GMC Envoy, Buick Rainier, SAAB 9-7x, and Isuzu Ascender vehicles, originally sold or currently registered in Connecticut, Delaware, Illinois, Indiana, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, West Virginia, Wisconsin, and the District of Columbia" (NHTSA Report Campaign No. 12V406000). The reason for the recall was that "[f]luid may enter the driver's door module, causing corrosion that could result in a short in the circuit board." The consequence of this defect was listed in the report as follows: "A short may cause the power door lock and power window switches to function intermittently or become inoperative. The short may also cause overheating, which could melt components of the door module, producing odor, smoke, or a fire."

34. The August 16, 2012 recall was limited to vehicles in the twenty aforementioned states and the District of Columbia. To owners outside of the aforementioned states, GM sent an Owner Notification Letter to owners of the affected vehicles instructing them to bring their vehicle to a GM service center only if they noticed switches that functioned "uncommanded, intermittently or become inoperative" or they noticed "an odor or overheated/hot switches." The letter stated that owners should seek not repairs unless they observed these symptoms their vehicle.

35. The NHTSA was not satisfied with GM's geographic limitation of the August 16, 2012 driver door switch recall (NHTSA Action No. EA12004), and on June 13, 2013 GM notified the NHTSA that they were expanding the recall to cover the aforementioned vehicles in all states (NHTSA Report Campaign No. 13V248000). As part of the expanded recall GM notified consumers that unattended vehicle fire may occur in rare instances, yet also stated that the affected vehicles remained safe to drive.
36. On September 18, 2013, the Elliotts' 2006 Trailblazer was serviced pursuant to the previously issued recalls and a "protective coating" was applied as an attempt to address the defective driver door switch. The Elliotts' relied upon GM's assurance that the protective coating would address the defect and eliminate the risk of personal injury or property damage.
37. On April 1, 2014, the Elliotts filed a pro se complaint notifying GM that critical electrical components of the car had continued to operate ineffectively and presented risk of personal injury and property damage.
38. On July 2, 2014, GM issued a third recall concerning the defective driver door switch in the same vehicle models for the same defect and fire risk (NHTSA Campaign No. 14V404000). This new recall required additional remedy for vehicles "whose modules were modified but not replaced" under the previous two recalls. GM conceded that "[v]ehicles that were repaired by having a protective coating applied to the driver's door module may continue to have a safety related defect." This recall encompasses the following models: BUICK RAINIER 2006-2007; CHEVROLET TRAILBLAZER 2006-2007; CHEVROLET TRAILBLAZER EXT 2006; GMC ENVOY 2006-2007; GMC ENVOY XL 2006; ISUZU ASCENDER 2006-2007; SAAB 9-7X 2005-2007.

39. NHTSA's Office of Defect Investigations (ODI) has received 170 reports alleging a thermal event in the driver door switch in vehicles identified by GM's August 2012 recall. GM acknowledged the receipt of 619 unique consumer complaints related to the driver door switch, 77 of which led to fire with flame.
40. On June 30, 2014, New GM issued a safety recall of 181,984 MY 2005-2007 Chevrolet Trailblazer, 2006 Chevrolet Trailblazer EXT, 2005-2007 Buick Rainier, 2005-2007 GMC Envoy, 2006 GMC Envoy XL, 2005-2007 Isuzu Ascender, and 2005-2007 Saab 9-7x vehicles with a defect that can cause an electrical short in the driver's door module. In the affected vehicles, an electrical short in the driver's door module may occur that can disable the power door lock and window switches and overheat the module. The overheated module can then cause a fire in the affected vehicles.

CLASS ACTION ALLEGATIONS

41. The Elliotts assert a class action for themselves and on behalf of all other persons similarly situated as members of the proposed Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2) and/or (c)(4). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions. The Elliotts bring this claim on behalf of a proposed class defined as follows: residents of the District of Columbia who, since the inception of GM in October 2009, hold or have held a legal or equitable interest in a GM vehicle with a master power door switch hazard, as described in the recalls for these conditions above.
42. Excluded from the Class are: (1) GM, any entity or division in which GM has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; (3) governmental entities; and (4) those persons who have suffered personal injuries as a result of the facts alleged herein.

NUMEROSITY AND ASCERTAINABILITY

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

CERTIFICATE OF PUBLICATION

I, Angela Ferrante, certify as follows:

1. I am a Director of the Business Reorganization Department of the Melville office of The Garden City Group, Inc., the claims and noticing agent for the debtors and debtors-in-possession (the "Debtors") in the above-captioned proceeding. The business address for the Melville office is 105 Maxess Road, Melville, New York 11747

2. On October 15, 2009, at the direction of Weil, Gotshal & Manges LLP, counsel for the Debtors, I caused publication of the **Notice of Deadlines for Filing Proofs of Claim (Including Claims Under Section 503(b)(9) of the Bankruptcy Code)** in the following publications:

Publication Name

Financial Times, Worldwide
The Wall Street Journal, Global
The New York Times, National
USA Today, (Mon-Thurs) National
Detroit Free Press/Detroit News
Le Journal de Montreal (French) [1]
Montreal Gazette (English)
The Global and Mail, National
The National Post

[1] The Certificate of Translation is attached hereto.

3. I certify under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Dated: Melville, New York
October 23, 2009

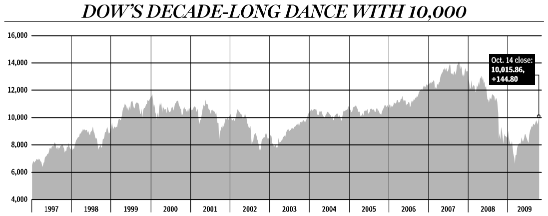
/s/ Angela Ferrante
Angela Ferrante

TAX EVASION

Thousands of U.S. citizens reveal overseas assets to avoid prosecution

Some 7,500 wealthy Americans turned over information about hidden overseas assets, including some valued at more than US$100-million, ahead of a tax amnesty program's deadline today, the top U.S. tax collector said. Doug Shulman, commissioner of the Internal Revenue Service, said his agency would expand its crackdown on offshore tax evasion and will open new criminal investigation offices in Beijing, Panama and Sydney, Australia. "You add all of this up and it means increased risk for anyone still hiding assets offshore," Mr. Shulman said yesterday. Under the amnesty program that began in September, tax cheats can declare offshore accounts and income, pay reduced fines and, in general, get immunity from criminal prosecution. The program turned up undeclared offshore accounts ranging from US$10,000 to more than US$100-million, Mr. Shulman said. *Reuters*

DOW'S DECADE-LONG DANCE WITH 10,000



SOURCE: BLOOMBERG NEWS JONATHON RIVAIT / NATIONAL POST

BRENDAN MCDERMID / REUTERS

Trader Theodore Weisberg wears a hat from March 1999, the first time the Dow Jones industrial average rose above 10,000, at the New York Stock Exchange yesterday.

The punch bowl's out until it's taken away

FOLK

Continued from Page FP1

Despite all the good news, it is hard not to feel jaded about yesterday's event because it represents the fourth time that the Dow has breached 10,000 with an air of permanence to the move. The sad truth is that in the 10 years before the Dow first crossed 10,000 in March 1999, the index had more than quadrupled. In the 10½ years since, it has returned nothing.

Much like during past rallies, the Dow's latest 10,000-point moment is proof that low interest rates will lift equity markets while risking inflating an asset bubble. The U.S. Federal Reserve has cut interest rates to less than 0.25% and the U.S. federal budget deficit is estimated at more than 11% of gross domestic product this year and 9.6% in 2010.

It's a case of history repeating itself.

The first time that the almighty Dow went through 10,000 the technology bubble was nearing its peak. Like so many other financial manias, irrational expectations by investors were fostered by real technological innovation, and the market eventually succumbed when the Fed eventually hiked rates.

Again, in December 2003, amid an economic recovery that was vigorously taking hold, the Dow burst through the 10,000 barrier for what may have seemed like the last time. A look back at the news offers an eerie parallel to the current market rally. Investors responded favourably to minutes of the Federal Reserve Open Market Committee (FOMC) that stated Fed members would wait for "definitive signs" of economic recovery before they raised interest rates.

This decision to put off monetary tightening played a major part in inflating the housing bubble and creating the current mess we are in. It is also very similar to the current justification by investors for the current Dow 10,000 redux.

Investors are buying the market because they believe that the FOMC will once again sit on its hands and wait for definitive signs that economic recovery is taking hold. Indeed, unless the current economic recovery is stronger than expected, interest rates are likely to stay put until well into 2010, and the market rally could continue.

The early stage of an economic recovery enabled by low interest rates is typically a good time to get invested in the market, and the current policy mix is a cocktail that investors are willing to drink.

William McChesney Martin, former chairman of the Federal Reserve, once said that his job was to take away the punch bowl just as the party gets going. The trick for investors will be to take leave of the party before the Fed cuts them off.

Financial Post

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re MOTORS LIQUIDATION COMPANY, f/k/a GENERAL MOTORS CORPORATION, et al., Debtors. Chapter 11 Case No. 09-50026 (REG) (Jointly Administered)

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE)

[illegible]

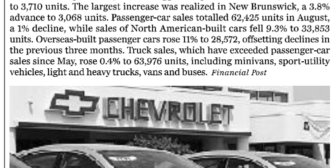
NATIONAL REPORT

SHELL ENDS MAINTENANCE AT SCOTFORD REFINERY

Royal Dutch Shell PLC is starting units at its Scotford refinery in Alberta following a scheduled maintenance turnaround, according to a message on a community hotline. The 100,000-barrel-a-day plant, about 40 kilometres northeast of Edmonton, may have intermittent flaring over the next 48 hours, the company said. The Scotford refinery processes so-called synthetic crude oil produced by Shell's upgrader. The upgrader uses hydrogen-addition technology to break bitumen, or high-viscosity oil sands, into light, sweet synthetic crude. *Bloomberg News*

NEW-VEHICLE SALES SLIDE LOWER IN AUGUST

New-vehicle sales fell in August as consumers pulled back on purchases of passenger cars, Statistics Canada said yesterday. Sales declined 0.3% to 126,401 units during the month, the agency said, after rising by a revised 5.2% in July. Most economists had expected sales to be flat in August. "Sales of new motor vehicles have generally been rising since the beginning of 2009, following a sharp decline at the end of 2008," Statscan said. "On a year-over-year basis, sales in August were 6.6% lower than in August 2008." Declines occurred in six provinces, with the biggest drop in Saskatchewan, a 5.7% slide to 3,710 units. The largest increase was realized in New Brunswick, a 3.8% advance to 3,068 units. Passenger-car sales totalled 62,425 units in August, a 1% decline, while sales of North American-built cars fell 9.3% to 33,853 units. Overseas-built passenger cars rose 11% to 28,572, offsetting declines in the previous three months. Truck sales, which have exceeded passenger-car sales since May, rose 0.4% to 63,976 units, including minivans, sport-utility vehicles, light and heavy trucks, vans and buses. *Financial Post*



BOMBARDIER WINS US$383M ITALIAN TRAIN DEAL

Bombardier Inc. won a contract yesterday to supply Italy's **Trenitalia SpA** with an additional 100 electric locomotives in a deal valued at US$383-million. The order adds to the 638 of the so-called E464 electric locomotives that the Italian railway has already ordered, 480 of which have already been delivered. "We are really proud that our locomotives are the first acquisition decided on by Trenitalia under the recently announced €2-billion (US$2.99-billion) investment plan to reinforce its regional passenger fleet," said Roberto Tazzioli, Bombardier's representative in the country. The locomotives will be manufactured at Bombardier's plant in Vado Ligure, Italy, while the car bodies and propulsion systems will be built in Poland and Spain. The company said it expects the locomotives to delivered between 2010 and 2010. *Scott Deveau, Financial Post*

$779M COMMITTED TO CARBON-CAPTURE PROJECT

The Alberta and federal governments have announced they will spend $779-million over 15 years to help kick-start a carbon-dioxide capture project west of Edmonton — the kind of effort that's been offered as the answer to international concerns over emissions from the province's energy sector. The funding was announced for **TransAlta Corp.**'s project for its Keephills 3 coal-fired electricity generation plant near Wabamun Lake. Called Project Pioneer, it is intended to capture and store up to one million tonnes of CO_2 a year. Last week, the two governments laid down their first big bet in the fight to limit CO_2 by promising Shell Energy a total of $865-million for its Quest project near Fort Saskatchewan. The Pioneer Project will utilize leading-edge technology to capture CO_2. The CO_2 will be used for enhanced oil recovery in nearby conventional fields, or stored almost three kilometres underground. *Financial Post*

World news

US hunkers down in arduous search for Mideast peace

Regional solution

The administration has begun to talk in terms of a long and difficult process, write **Harvey Morris** and **Vita Bekker**

The Obama administration has reached an impasse in its Middle East peace strategy as it this week assesses progress – or rather the lack of it – in nine months of intensive diplomacy aimed at reviving stalled Israeli-Palestinian talks.

In the face of rigid positions adopted by both sides, the administration has begun to talk in terms of a long and difficult process towards the peace settlement that Barack Obama, president, made a high policy priority from his first day in the Oval Office last January.

"We're under no illusions here that even when a formal negotiation begins, it is going to be quick or easy," according to Philip Crowley, US Department of State spokesman. "It's going to take a considerable amount of time. How much? Who knows?"

An already negative atmosphere has been further soured by a human rights report from a United Nations panel chaired by Richard Goldstone, a South African judge, that focused on alleged Israeli war crimes during the invasion of Gaza at the turn of the year. The report called for a full investigation of atrocities claimed to have been committed by both Israel and Hamas.

Israeli fury at the report's findings entrenched public opinion behind the right-wing government of Benjamin Netanyahu in resisting pressure from the US to compromise on the terms for reopening peace talks.

Mishandling of the Palestinian response to the Goldstone report by Mahmoud Abbas, the Palestinian Authority president, meanwhile provoked an outcry at home that threatens his political future.

He bowed to US and Israeli pressure to defer discussion of the report's findings at the Human Rights Council, which ordered the Goldstone investigation, and then backtracked in the face of domestic opposition that has been exploited by his Hamas rivals.

The Geneva-based HRC will now vote today on whether to endorse a report that could theoretically lead to Israeli politicians and soldiers facing indictments at the International Criminal Court.

Mr Abbas's about-face on the Goldstone report further fuelled domestic dissent provoked by his decision to meet Mr Netanyahu in New York last month, at the invitation of Mr Obama, after he said he would do so only if Israel announced in advance a freeze on settlement activity.

Michael Warschawski, founder of the Alternative Information Centre, an Israeli-Palestinian advocacy group in Jerusalem, says Mr Obama's bid to renew peace talks would be undermined by Mr Abbas's weakness.

He adds: "Abu Mazen [Abbas] does not have the trust of the people right now to protect their rights in negotiations with Israel."

George Mitchell, who is Mr Obama's special envoy to the Middle East, will this week report back to Hillary Clinton, secretary of state, after his seventh and apparently inconclusive visit to the region and Mrs Clinton will, in turn, report to the president.

"Those who are stonewalling are hoping that the Obama administration will give up and go away," says Hussein Ibish of the Washington-based American Task Force on Palestine. "But there's no sign of a let-up by the administration in the push [for peace]. There's a sense though that they're hunkering down for the long haul."

Hard sell: this year Indians have been minding the price tag on gold, with demand falling rapidly because of a weak economy and high rupee prices Reuters

Golden words to tempt Indian buyers

Bullion sales

By Joe Leahy and James Fontanella-Khan in Mumbai

"Only gold is divine. You can't really put a price tag on something so divine," gushes the advertisement on the cover of HT Café, an English-language lifestyle magazine.

As India prepares to celebrate Diwali this Saturday, gold industry groups have stepped up marketing campaigns to persuade Indians to indulge in their love affair with the precious metal.

The problem for industry groups, such as the World Gold Council, author of the "gold is divine" advert, is that this year Indians have very much been minding the price tag on gold.

A weak economy and high rupee prices for gold in India, the world's largest importer of bullion, pushed demand down 83 per cent from a year earlier to 17.7m tonnes in the January-March quarter.

In the next quarter demand was down 38 per cent year on year, though recently there have been signs of a rebound.

The problem for the gold industry is that even during normal price fluctuations, Indian sales suffer from lumpy demand.

India's main gold-buying season usually kicks off in October or November with Dussehra, a festival celebrating the triumph of good over evil, and Diwali, when Hindus pray to the goddess Lakshmi for prosperity and buy gold for family members. People also buy during the wedding season, mainly in November and December.

To try to spread buying more evenly through the year, the World Gold Council strategy is to encourage gold buying during more of India's ancient religious festivals.

These include Baisakhi, the Punjabi harvest festival in April and Pitru Paksha, a period when Hindus honour their ancestors. "In a way, it would be a tribute to your ancestors to show them you are prosperous. So gold buying during [Pitru Paksha] is not bad at all," says Dharmesh Sodah, director of the World Gold Council in Mumbai.

Other initiatives include gold savings schemes at post offices, micro-finance schemes to enable peasant farmers to save gold, and retail marketing schemes such as the "Great Indian Gold Rush".

Regardless of these efforts, near Zaveri market, Janhavi, a housewife, admits during some frantic pre-Diwali shopping that she is buying stuff other than gold this season. She plans to shop for gold when it becomes cheaper. In the meantime she has bought some pens and toys for her children and is looking for a wallet.

"I will also be buying imitation jewellery that I will wear for Diwali. A lot of my friends are doing the same."

Video: Keyur Shah, of India's World Gold Council www.ft.com/indiagold

Legal Notices

UNITED STATES BANKRUPTCY COURT
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Debt-burdened Dubai begins to exorcise its economic demons

Emirate's rally

Traffic congestion in the city state points to a growth in commercial activity, writes **Simeon Kerr**

It is a strange, but telling, reaction: some commuters in Dubai are breathing a sigh of relief when they hit traffic jams.

"I rejoice when I grind to a halt," says one businessman, who watched with growing unease over the past year as vehicles disappeared from the roads as building activity fell silent and companies downsized their workforces.

The gloom after the crash that followed Dubai's period of petro-dollar and credit-driven growth is starting to clear, and residents have returned from the extended summer and Ramadan lull to a city that feels as though it is expelling its economic demons.

The first post-break test has been cleared: schools have not seen marked reductions in returning pupils. Analysts had feared that an expatriate exodus would dampen domestic consumption and slash demand for real estate.

Several schools surveyed by the Financial Times have reported strong new-year enrolments, from the high-end Repton School Dubai, a boarding school outpost of the English public school, to the cross-cultural educational empire of GEMS, which has seen numbers rise 5 per cent this year.

"Not many children have left, the school is bustling," said Debbie Watson, head teacher at King's School Dubai, where demand has spiked after a strong performance in last year's debut schools inspections.

Real estate remains in the doldrums, with values half of their peak last year and an overhang of soon-to-be-completed properties, but there are glimmers of hope.

Dubai can now fight back as a competitive city: its infrastructure and lifestyle are now bolstered by reasonable prices, says Blair Hagkull, regional managing director for Jones Lang Lasalle, the global property agent.

Plummeting rents have also allowed workers to upgrade the size and location of their accommodation and agents say some residential areas are seeing a rise in sales inquiries, possibly presaging a price rise. Many of those finding work in booming Abu Dhabi are using the western end of more relaxed Dubai as a dormitory, commuting up to three hours a day.

"The mood is changing and I can feel confidence strengthening as those that tried to suggest Dubai would be hollowed out by a summer expatriate exodus or brought to its knees by a drop in property prices have been proved wrong," said Simon Williams, senior economist with HSBC in Dubai.

He argues that as the regional economy strengthens, demand for the business services that are Dubai's forte will return, while domestic deflation will help the city to compete more effectively.

Already the stock market has rallied, insurance against a government default is easing and markets assume the Dubai government will clear developer Nakheel's $4.05bn (€2.72bn, £2.54bn) Islamic bond maturing in December.

"Dubai still has very serious challenges to overcome," says Mr Williams. "I expect the next 12 months to be an awful lot better but don't confuse this with a return to the boom days."

Yet despite the newly-found optimism, the emirate continues to face several hurdles in its path to growth, from an overbearing debt mountain to a huge upcoming overhang in property supply against questionable demand.

And in the meantime, Dubai-based expatriates continue to lose their jobs.

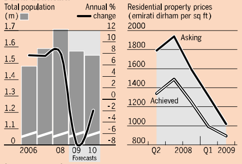
Nakheel is shedding at least 300 more staff, as it continues to shrink its once-huge workforce towards a third of its peak.

One employee recently made redundant says he is seeking other work before his resident's visa elapses in two months, but fears for the ability of the developer to carry on effectively with such a skeleton staff.

For now, he keeps himself busy at the mall, in between meetings and interviews for new jobs. And such jobs are generally on offer in the new centres of growth, such as Abu Dhabi, Doha and Saudi Arabia.

"I like this area and want to stay, but will there be something for me here?" he asks.

Dubai downturn



Source: Jones Lang LaSalle

MORE ON FT.COM

Abu Dhabi is emerging as the Middle East bond capital, with $12bn issued so far this year **www.ft.com/world**

Eurozone optimism as output rises again

EU figures extend V-shaped recovery

By Ralph Atkins in Frankfurt

Eurozone industry has reported a fourth consecutive monthly rise in production, pointing to a robust third-quarter growth rebound right across the 16-country region.

Industrial production in August was 0.9 per cent higher than the previous month, reported Eurostat. The European Union's statistical office also revised up July's data to show a 0.2 per cent rise rather than a 0.3 per cent fall, as reported originally.

The latest data extended the V-shaped recovery in eurozone industrial production since April. Just as the region was worse hit than other parts of the world from repercussions of last year's Lehman Brothers failure, the eurozone was benefiting disproportionately from the subsequent revival in global growth prospects, analysts said.

Much of the region's industrial sector was highly cyclical, said Robert Barrie, European economist at Credit Suisse. "In a downswing, that is a big problem, but as things start to recover it makes for a lot of upside."

The latest upbeat data did not ease fears, however, that the pace of economic recovery would slow later this year and in 2010, as the effects globally of emergency stimulus measures wore off, and eurozone exports were hit by the strength of the euro. At the same time, the eurozone is still a long way off pre-crisis levels of activity: industrial production in August was still 15.4 per cent lower than a year ago.

Recent months' production data have been volatile, perhaps distorted by summer factory shutdowns. But the eurozone's revival appears to be widespread. Italy reported a 7 per cent rise in production in August alone, compared with the 1.5 per cent rise in Germany and 1.9 per cent increase in France.

The eurozone recovery might also assist Spain, which was badly hit by falling house prices and high unemployment. Spanish industrial production was up by 1 per cent in August. However, Ireland, where data have been volatile, saw production fall by almost 17 per cent month on month.

The Wall Street Journal
DOWJONES WSJ.COM

LITIGATION

Two New York investors sue SEC over losses incurred in Madoff scandal

BY KARA SCANNELL

Two New York investors are suing the U.S. government, alleging the federal agency responsible for overseeing Bernard Madoff's business failed in its duty to protect investors.

The investors, who filed a lawsuit in federal court in Manhattan, allege the Securities and Exchange Commission was negligent for failing to detect the fraud by Mr. Madoff despite receiving many tips that something was amiss.

The investors, Phyllis Molchatsky, a retired office worker, and Steven Schneider, a physician, invested with Mr. Madoff years ago. After the fraud was discovered in December, 2008, Ms. Molchatsky lost $1.7-million (U.S.) from her retirement savings, while Dr. Schneider lost $750,000, according to the lawsuit.

"Bernard Madoff is obviously the chief culprit in the scheme that imploded so shockingly in December, 2008. However, the SEC must be held accountable and responsible for its own negligent actions and inactions that directly and proximately caused the loss of billions of investor funds," the lawsuit states.

SEC spokesman John Heine said, "Based on our initial understanding of the matter, we believe there is no merit to the complaint."

The lawsuit follows an administrative claim Ms. Molchatsky filed against the SEC in December. The SEC didn't negotiate to settle the administrative claim, opening the door for a lawsuit.

The doctrine of sovereign immunity limits the kind of cases in which a U.S. citizen can sue the government for damages. In an attempt to get around those limits, the lawsuit cites a report by the SEC's inspector general, who found the agency's staff didn't follow up on tips and didn't verify basic data on trades that Mr. Madoff purportedly made.

The report found no evidence that the SEC staff had been influenced by Mr. Madoff or any of his family members.

SEC chairman Mary Schapiro has said she regrets the failure to detect the fraud and has taken steps to address problems, including rules aimed at tightening regulatory holes that Mr. Madoff used.

The lawsuit accuses the SEC of failing to follow its own procedures and says the agency "cannot evade accountability with a shield of immunity that is designed to be reserved for policy decisions."

CONGLOMERATES

GE expects to lose up to $2-billion from 2008 to 2010 on its subprime U.K. mortgages. BLOOMBERG NEWS

GE's bottom line hit by U.K. subprime losses

15.8% of $23-billion mortgage portfolio 90 days behind payment

BY PAUL GLADER

One of the biggest hits to **General Electric Co.'s** earnings tomorrow will likely be its ongoing losses on subprime British mortgages. But unlike its quick exit from U.S. mortgages, GE plans to hold steady in Britain in the hope of capitalizing on a projected housing shortage.

The looming losses on British mortgages highlight ongoing weakness in GE's finance unit, known as GE Capital, which investors will be watching tomorrow when GE reports third-quarter financial results.

Losses and writedowns at GE Capital have bobbled the conglomerate in the past two years.

Analyst Scott Davis of Morgan Stanley expects quarterly profit at GE Capital to fall 94 per cent from a year ago, contributing to a projected 57-per-cent decline in GE earnings.

GE said it expects to lose as much as $2-billion (U.S.) between 2008 and 2010 on subprime U.K. mortgages.

As of July 28, 15.8 per cent of its $23-billion British mortgage portfolio value was 90 days behind payment, the company said.

That's more than six times the 2.4-per-cent delinquency rate on all U.K. mortgages, according to the Council of Mortgage Lenders.

But it is lower than other British subprime lenders.

GE's industrial businesses, meanwhile, have such things as gas turbines, wind turbines and aircraft engines, have kept firm earning money despite major losses at GE Capital, which in addition to mortgage losses has taken hits on its private-label credit cards and $80-billion commercial real estate portfolio.

GE's stock price, dragged down by the finance unit, has rebounded from a low of $6 in March to trade at $16.84 at yesterday's close, near the price it started the year.

The company is also expected to be one of the biggest recipients of money from the U.S. government's stimulus plan, aiming for as much as $100-billion from stimulus spending in the next three years for big-ticket items such as building a "smart" power grid, healthcare technology and renewable energy.

GE Capital's consumer finance unit, GE Money, acquired a series of British lenders beginning in 2001. The U.K. became GE's largest market for mortgage lending, accounting for roughly half its $60-billion global portfolio by 2008.

The British operation dwarfed GE's move into U.S. mortgages, where it bought subprime lender WMC Mortgage in 2004, before selling it in 2007 after about $1-billion in losses. GE says it has a more conservative model in the U.K., where regulation is stricter on brokers and lenders.

Britain's property boom matched that of the U.S. Mortgage debt as a per cent of gross domestic product in the U.K. topped 80 per cent in 2007, similar to the U.S., and was up from 40 per cent in 1987.

In 2007, 45 per cent of British mortgage borrowers didn't have to verify their income, according to the Financial Services Authority.

The subsequent 25-per-cent plunge in British home prices effectively wiped out lenders such as Northern Rock PLC, now controlled by the U.K. government; HBOS PLC, now part of Lloyds Banking Group PLC; and Abbey National PLC, now part of Santander Group.

The companies GE Money acquired were aggressive lenders, specializing in loans to borrowers with patchy credit histories, loans where borrowers didn't have to verify income and mortgages for rental property, according to several mortgage experts in the U.K. GE says it improved the companies' lending practices.

"We compare very favourably" to other subprime lenders, says GE spokesman Russell Wilkerson.

Fitch Ratings says 25 per cent of mortgages to U.K. borrowers with impaired credit histories were more than 90 days delinquent in June, up from 13 per cent in December.

GE says it employs sophisticated risk-management practices and was among the first British lenders to consider borrowers' previous debts, as well as income, in making loans.

Mr. Wilkerson says GE limited its self-certification loans to self-employed borrowers, and subjected those to some reviews.

Earlier this year, GE ramped up foreclosures to get delinquent mortgages off its books.

Nonetheless, Mr. Wilkerson says GE is "committed to maintaining a presence in the U.K.," even as competitors such as Citigroup Inc. and several British lenders have scaled back new business.

"We believe the specialist mortgage market will recover, and this will be helped by the housing shortage in the U.K.," he says.

Analysts are mixed on the outlook for the British market.

"Home prices appear to have stabilized ... and [U.K.] repossessions are showing signs of peaking," wrote IPMorgan analyst Bruce Kasman in a recent report.

But analysts at Fitch Ratings say "rising unemployment in Europe has not yet worked through" to delinquencies and foreclosures, particularly for subprime and nonconforming portfolios.

GE issued $26-million in U.K. mortgages in the first half of this year, compared with $5-billion in all of 2008. Worldwide, GE said it plans to originate $1-billion or less in mortgages this year, down from $13.8-billion in 2008 and $25.4-billion in 2007.

ANIMAL HEALTH MARKET

FTC sees no competition concerns, gives Pfizer green light to buy Wyeth

BY BRENT KENDALL WASHINGTON

The Federal Trade Commission yesterday cleared Pfizer Inc.'s $68-billion cash-and-stock deal to acquire rival Wyeth, but required the companies to divest assets in the animal-health market as a condition of government approval.

With the antitrust clearance, Pfizer said it expects to close the transaction today.

The FTC said the divestitures will protect competition in the market for animal vaccines and other animal-health products.

The commission found no competitive concerns about the merger's effect on human-health products, saying the deal likely wouldn't harm consumers in any prescription-drug market.

The FTC said the two companies' product portfolios are highly complementary.

"Although the commission, based on the evidence gathered, determined that this transaction did not raise anticompetitive concerns in the markets for human pharmaceuticals, the commission remains dedicated to ensuring that pharmaceutical markets are competitive," the commission said in a written statement.

The Pfizer-Wyeth deal, disclosed in January, received approval from the European Commission and from Wyeth stockholders in July.

"We are pleased to have received all of the requisite regulatory approvals for our combination with Wyeth," said Jeffrey Kindler, Pfizer's chief executive.

"We now look forward to combining the two companies so that we can achieve meaningful results for patients, customers and the communities we serve, as well as for our shareholders," he said.

Pfizer has said it expects a 15-per-cent reduction in the combined entity's work force.

A spokesman for Wyeth in Madison, N.J., said the company was making preparations for the deal's closing.

As part of its settlement with the commission, Pfizer has agreed to sell half of Wyeth's Fort Dodge U.S. animal-health business to Boehringer Ingelheim Vetmedica Inc. within 10 days of the acquisition.

Pfizer and Wyeth set the animal-health agreement with Boehringer Ingelheim last month.

Assets to be sold include vaccines for cattle, dogs and cats.

LEGALS

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: MOTORS LIQUIDATION COMPANY, FKA GENERAL MOTORS CORPORATION, et al., Debtors.

Chapter 11 Case No. 09-50026 (REG)

(Jointly Administered)

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE

TO ALL PERSONS AND ENTITIES (INCLUDING CLAIMANTS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE) AGAINST OR INTERESTS IN MOTORS LIQUIDATION COMPANY, FKA GENERAL MOTORS CORPORATION, ET AL.

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in the Last 8 Years
Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026	38-0572515	General Motors Corporation; GMC Truck Division; GMC Truck Corporation; GM Corporation; GM Corporation-GM Canada Investment National Car Board National Car Sales; Automotive Market Research
MLCS, LLC (f/k/a Saturn, LLC)	09-50027	38-3571766	Saturn, LLC; Saturn Corporation; Saturn Motor Car Corporation; GM Estero Corporation; Saturn Corporation of Delaware
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028	38-3585464	Saturn Distribution Corporation
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-43588	20-1476707	Chevrolet-Saturn of Harlem, Inc.; CSOH

PLEASE TAKE NOTICE THAT, on September 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order (the "Bar Date Order") establishing deadlines for filing proofs of claim against Motors Liquidation Company and its affiliated debtors, as debtors in possession (collectively, the "Debtors"), in connection with the Bar Date Order (including the **November 30, 2009, at 5:00 p.m.** (Eastern Time) as the last date and time for most persons and entities (including governmental units) to file proofs of claim (or request that a proof of claim be filed on their behalf) in respect of prepetition claims against any of the Debtors (the "**General Bar Date**"), and, together with the General Bar Date, the "**Bar Dates**").

The Bar Date Order, the Bar Dates and the procedures set forth below for the filing of Proofs of Claim apply to all claims against the Debtors (other than those set forth below as being specifically exempted from the Bar Dates), except as to those claims that the Debtors have expressly scheduled as not contingent, not disputed and not unliquidated. If you have any question as to whether or not your claim is scheduled as not contingent, not disputed and not unliquidated, please review the Schedules (as defined below) or contact the Debtors' claims agent at the address listed below.

If you have any question relating to this Notice, please contact the Debtors' claims agent at MotorsLiquidation@kccllc.net or consult the Debtors' restructuring website at http://www.kccllc.net/motorsliquidation. In addition, you may contact the Official Committee of Unsecured Creditors through its website at www.motorsliquidationcreditorscommittee.com or at (212) 563-5263.

YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

1. **WHO MUST FILE A PROOF OF CLAIM**

You MUST file a **Proof of Claim** to vote on a chapter 11 plan filed by the Debtors or to have a chance of receiving a distribution from the Debtors if you have a claim that arose prior to **June 1, 2009**, including a 503(b)(9) Claim, and it is not one of the other types of claims listed in Section 2 below that are not required to file a Proof of Claim by the Bar Date. Any holder of a claim that is not scheduled in the Schedules or that wishes to assert that its claim is not scheduled as not contingent, not disputed and not unliquidated must file a Proof of Claim on account of any such claim in the form of (a) the applicable Bar Date and (b) the Bar Date that is **thirty days** after the date on which the Debtors amend the Schedules to reflect such claim as not contingent, not disputed and not unliquidated. **A holder of a possible claim against the Debtors should consult an attorney regarding whether or not such holder should have filed a proof of claim by the holder's applicable Proof of Claim Deadline.**

DATED: September 16, 2009
New York, New York

BY ORDER OF THE COURT

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and Debtors in Possession

Certain Debt Instruments

	Debt Instrument	CUSIP, ISIN, or Swiss Security Numbers
1	Indenture, dated as of Nov. 15, 1990, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AN5; 370442AS4; 370442AR6; 370442AX3
2	Indenture, dated as of Dec. 1, 1995, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AT7; 370442AZ8; 370442AW5; 370442AY1; 370442AZ8; 370442BB3; 370442BC1; 370442BD9; 370442AU2; 370442AV0; 370442AW0; 370442AX8; 370442AY6; 370442BE7; 370442T71; 370442T63; 370442W94; 370442W86; 370442U31; 370442V95; 370442V87
3	Trust Indenture, dated as of July 1, 1995, between Michigan Strategic Fund and Deutsche Bank Trust Company of New York ($58,800,000 Multi-Mode Adjustable Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 594495QA8
4	Indenture of Trust, dated as of July 1, 2001, between City of Moraine, Ohio and Delaware Trust Company of New York ($12,500,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616440AA5
5	Indenture of Trust, dated as of July 1, 2000, between City of Moraine, Ohio and Delaware Trust Company of New York ($10,000,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616440AB3
6	Trust Indenture, dated as of Dec. 1, 2003, among City of Fort Wayne, Indiana, JPMorgan Chase Bank and Bank One Trust Company, N.A. ($31,007,000 Pollution Control Revenue Refunding Bonds)	CUSIP No. 349177AT1
7	Trust Indenture, dated as of Mar. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank ($19,000,000 State of Ohio Pollution Control Refunding Revenue Bonds)	CUSIP No. 667986AU7
8	Trust Indenture, dated as of Dec. 1, 2000, between Ohio Water Development Authority and JPMorgan Chase Bank ($14,600,000 State of Ohio Solid Waste Revenue Bonds)	CUSIP No. 677980LC2
9	Trust Indenture, dated as of Apr. 1, 1981, between City of Bedford, Indiana, Bankers Trust Company and The Indiana National Bank ($5,400,000 Pollution Control Revenue Bonds)	CUSIP No. 455350AB8
10	Fiscal and Paying Agency Agreement, dated as of July 3, 2003, between GM Deutsche Bank AG London, as fiscal agent and paying agent, and Banque Generale du Luxembourg S.A., as transfer agent	ISIN Nos. XS0118945787; XS0119936749
11	Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between GM Nova Scotia Finance Company, GM, as guarantor, Deutsche Bank Luxembourg S.A., as listing agent and paying agent, and Banque Generale du Luxembourg S.A., as transfer agent	ISIN Nos. XS0119223743; XS0119936913
12	Trust Purchase and Paying Agency Agreement dated May 28, 1986 between GMAC and Deutsche Bank	Swiss Security No. 676926

(a) If by hand delivery to:
United States Bankruptcy Court, SDNY
One Bowling Green, Room 534
New York, New York 10004

Proofs of Claim will be deemed timely filed only if **actually received** by The Garden City Group, Inc. or the Court on or before the applicable Bar Date. Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

3. **WHAT TO FILE**

If you file a Proof of Claim, your filed Proof of Claim must: (a) be written in the English language; (b) be denominated in United States currency; and (c) conform substantially to Official Bankruptcy Form No. 10 ("**Proof of Claim Form**"). In addition to the Proof of Claim Form, you must also file all other documents set forth with specificity the legal and factual basis for the alleged claim, and include supporting documentation or an explanation as to why such documentation is not available, if you have not already done so, or if the claimant is not an individual, by an authorized officer of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND IDENTIFY BEFORE THE BAR DATE ANY YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED AND THE CASE NUMBER OF THAT DEBTOR'S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE.

Additional Proof of Claim Forms may be obtained at http://www.kccllc.net/motorsliquidation.

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

4. **CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE**

Except with respect to claims of the type set forth in Section 2 above, any creditor who fails to file a Proof of Claim on or before the applicable Bar Date in the appropriate form in accordance with the procedures described in this Notice for any claim such creditor holds or wishes to assert against each of the Debtors, will be forever barred—that is, forbidden—from asserting the claim against each of the Debtors and their respective estates (or filing a Proof of Claim with respect to the claim), and each of the Debtors and their respective chapter 11 estates, successors, and property will be forever discharged from any and all indebtedness or liability with respect to such claim, and the holder will not be permitted to vote to accept or reject any chapter 11 plan filed in these cases or participate in any distribution in these cases on account of such claim or to receive further notices regarding such claim, or receive further notices with respect to any of the Debtors' chapter 11 cases.

5. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

If you hold a claim arising from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection by the later of (a) the Bar Date and (b) **thirty days** after the effective date of the rejection of the order of the entity approving such rejection or you will be forever barred from receiving so. Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim on account of unpaid accounts incurred and outstanding as of June 1, 2009 pursuant to that executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified above applies.

6. **WHEN AND WHERE TO FILE**

All Proofs of Claim must be filed so as to be **actually received** on or before the applicable Bar Date at the following address:

(a) If by overnight courier or hand delivery to:
The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

(b) If by first-class mail, to:
The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
P.O. Box 9386
Dublin, Ohio 43017-4286

LEGAL NOTICES

Bookshelf / By Alexander Theroux

Urban Ardor, Urban Angst

Chronic City
By Jonathan Lethem
(Doubleday, 467 pages, $27.95)

In a sexy, hysterical opus the role of Everyman in "Chronic City" as entertaining novel devolved to a kind of longer serial anthology. He is twice called "Oscar Dunstone" by one of his friends, as if to point up his role as random voiceover. A former child-actor who lives off the residuals of his long-ago TV show, Oscar has the power of time to involve himself with a number of bizarre marginals, both rich and poor.

There is, for instance, the young, cheeky, mysterious, sexual—self-confessed Gena Lesnik, a mercurial ghostwriter. Or Perkus Tooth, a record collector of Moving, "like a car-hunt Continuity" in an unhinged classical sense. A hip Eliot for New York's billionaire mayor, Janet Smithas, there is fantasizer's Manhattan of Gramercy Gothics, Javier Navidad, an astronomer on the International Space Station whom we encounter in the book solely through the lens of a video camera in him from beyond the stratosphere.

If this all sounds a bit comic and satirical, it is, though I'm willing to grant—here are Jonathan Lethem's unique hyperwords of the flaky condition cannot fails, at times, a portentous Quest for Meaning. The search becomes chronic in Mr. Lethem's final chapters, when Oscar, with Gena and Perkus, finds each other and trampled cadillac—"Baptiste centrally"—who experiences no end of obsessive recognitions and cosmic "nonsensical enemies" as he collects boots, stuffed Life and rare cassettes. As he disconnected from society, the duke of his dominion is the Chronic City himself.

Over the same period, the yen's rise as an international reserve currency went from comprising 10.5% of official foreign-exchange reserves to 3.3% today.

The U.S. has long been the world's "exorbitant privilege" and the dollar's role in the global economy has likewise seemed to be a fact of economic nature, like Washington's popularity toward the nation's diurnal fiscal future, and its inevitable tail on U.S. economic performance, suggests that American leadership is no longer a priority and that U.S. money cannot be trusted.

If money is a moral contract between those who issue it and those who use it, then we are being wrecked. The rest of the world, meanwhile, simply wants to avoid being duped. That is why China and Russia—huge dollar holders—are angling for some new kind of global currency for denominating reserve assets. It's why oil exporters are openly discussing whether to continue pricing energy exports in decreasingly dollars. It's why central banks around the world are dumping dollars for alternative currencies, even as reduced demand exacerbates the dollar's decline. Until the U.S. seeks convincing answers to the fiscal and trade questions—beyond the usual bromides—the world has little reason to hold dollar-denominated securities.

Sadly, due to the fiscal quagmire, the federal Reserve may be forced to raise interest rates to stave off inflation. That's not a bad thing, but it would be a bad time to raise rates if the price of having already succumbed to populist fiscal and monetary policy. If Washington cannot get itself under control, it will soon be forced to raise interest rates through the roof to attract foreign capital to finance its ballooning deficits. Then the U.S. really will be in trouble.

Whether the U.S. can once more earn the confidence of the world's investors is an open question. But the world's growing dollar doldrums convey a message lending more promissory notes is not the way to renew America's promise.

Mr. Shelton, an economist, is author of "Money Meltdown: Restoring Order to the Global Currency System" (Free Press, 2004).

The Message of Dollar Disdain

By Judy Shelton

Unprecedented spending, cascading federal deficits and monetary accommodation of government debt: These are the trends shaping America's financial future. And they mean monetary policy and a weak U.S. dollar are part of the mix, apparently, as we navigate terrain we've been told we are searching for an alternative form of money. Yet the dollar's role and importance are only eroding.

It may be too soon to dismiss the dollar as an utterly debunked currency. It remains the most used for international transactions and constitutes over 60% of other countries' official foreign-exchange reserves. The dollar's key liquidities is becoming conventional.

Funny how words normally used to address issues of morality come to the fore when helping the dollar. Perhaps it's because the U.S. is being approached as the ultimate emerging market. To be "trusted as to be," is to be deemed trustworthy, dependable, honest and worthy of confidence. It used to mean all that, anyway, but as the dollar is 21-consciously perceived as the default asset—the safe haven for central governments spending, its role as a reliable standard of value is destined to fail. Who wants to accumulate assets denominated in a depreciating unit of account? Excess government spending leads to inflation, and inflation plays dollar savers for patsies—suckers in line and abroad.

A return to sound financial principles in Washington would signal that America still believes it can restore the integrity of the dollar. But that's not the path we've landed on, for all the talk from the Obama administration about needing to create "sustainable" economic growth. House Budget Committee Chairman John Spratt (D., S.C.) says "our sphere of influence could shrink" to an average 4.8% of GDP for the years 2010-2018, and an average 6% of GDP for the years 2019-2030. All of this presupposes no unforeseen expenditures such as a second "stimulus" package or additional bailouts for banks or auto companies. Even if the deficit shrinks as a percentage of GDP, it's still a deficit. It adds to the amount of the nation's outstanding indebtedness, which reflects the cumulative total of annual budget deficits.

The real concern is that it is being tolerated—and, in fact, built into the system. Economist Herbert Stein, who served as chairman of President Richard Nixon's Council of Economic Advisers, like Mr. Paulson, Mr. Lettow credit is a good, puzzling controversies, as well as the presentation of confidentiality crosses. But beneath it all lurks a pulse of paranoia. With the narrative readers of Mr. Lethem's previous novels, "Fortress of Solitude" and "Motherless Brooklyn," were sort through information, flirting with clues and running into wrong-ends, oddballs and dead ends.

Mr. Theroux's latest novel is "Laura Warholm Or, The Sexual Intellectual" (Dzanc Books).

CRITICS 'We pay the money back'

CONTINUED FROM B1

"It's not provocation. There simply is no viable aircraft being produced in that specific market niche – that's all," Beaudoin said.

Besides, he noted, despite all the talk about putting a new and more efficient engine on Airbus 320s and Boeing 737s, it would not work.

"They're much, much heavier planes and could not match the 20 per cent operating cost savings (the CSeries expects to offer after its scheduled launch in 2013)."

As for Brazilian rival **Embraer**, whose president, Frederico Fleury Curado, told The Gazette last week that he would scrutinize CSeries launch aid Bombardier received from the British government, Beaudoin said succinctly: "There are many things about Embraer that are not well-known."

Regarding Boeing, Beaudoin turned the table around.

"If we in Canada had anything remotely resembling a fraction of the military contracts given to (companies like Boeing), we wouldn't begin to need any government aid. Everyone in the world does it – everyone, no matter what they say.

"These military contracts in the U.S. pay for the totality of aircraft programs. They're totally paid for (by government). And then the commercial side gets the benefits of the (defence contracts). Airbus (in Europe) does the same thing."

Besides, he added, the investment formula of one-third, one-third, one-third (shouldered by companies, suppliers and governments for launching new aircraft programs), under which the CSeries was financed, is legal and accepted by all trade organizations that regulate the aerospace industry.

"And we pay the money back," Beaudoin said.

"It's pretty funny, all this focus by companies on their competitors," he concluded. "There's a place in the sun for everyone."

fshalom@thegazette.canwest.com

Bombardier gets on track for rail modernization in Europe

Lands $383M deal for locomotives

Bombardier Inc. is strengthening its role in Europe's massive rail-modernization program with the help of technology acquired with the 2001 takeover of Germany's **Adtranz** from **Daimler AG.**

Bombardier Transportation, its Berlin-based rail equipment subsidiary and the world's biggest builder of electric locomotives, yesterday pulled in a $383-million U.S. follow-up contract for 100 of its E464 line for **Trenitalia** (Italian Railways), together with an option for 50 more.

Trenitalia already has ordered 638 of the E464 locos, of which 480 are in commercial service. It recently announced a $3-billion U.S. program to modernize and expand its regional system.

The lease order guarantees delivery from 2010 to 2012 and Trenitalia will boast one of Europe's largest single-type fleets and benefit from the E464's lower operating and maintenance costs, and environmental performance.

Bombardier said the new order will strengthen its manufacturing presence in Italy. The loco bodies and propulsion systems will be supplied from specialized Bombardier plants in Poland and Spain for assembly at Vado Liguri in Italy.

Bombardier's diesel/electric TRAXX locos are operating in several European countries. More than 4,000 Bombardier locos have been sold worldwide.

Bombardier was a rail-car builder in Europe before buying Adtranz – the deal brought it locomotive technology, including propulsion and control systems, besides research and design facilities and manufacturing plants, analysts said.

In the NEWS

PORTER FLYING AGAIN TO MONT TREMBLANT

Toronto's **Porter Airlines** is returning to the Mont Tremblant resort north of Montreal for the third winter skiing season. There will be eight flights weekly, up from five last year, and available Wednesday through Sunday starting Dec. 19 and running to April 4, 2010. Porter said flight time from Toronto City Centre Airport is just over one hour. Flights also will be available from Thunder Bay, Ont., Boston, Chicago and New York. Porter said in December there will be three round-trip flights, in January/February 2010 five weekly round-trip flights and in February to April 4 eight weekly round trips. "We expect the strongest demand since we started the service two years ago," said Porter CEO Robert Deluce in a statement. Porter is partnering with **Ultimate Ski Vacations** to provide all-inclusive packages, including lift tickets and accommodation, starting at $329 per person (double occupancy). Ski Magazine has rated **Intrawest's** Mont Tremblant as the leading ski resort in eastern North America for the 13th consecutive year.

MINER HIRES GENIVAR FOR IMPACT STUDY

Canada Lithium Corp., which is developing a lithium mining operation 60 kilometres north of Val d'Or, said yesterday it has hired Montreal-based engineering consultants **Genivar** to carry out the project's environmental impact study. The environmental work will be done in conjunction with a pre-feasibility study already begun by **BBA Inc.**, said Canada Lithium. Both have to be completed in time for construction to begin at the target date of 2011. A drilling program is under way at the former **Sullivan Mines** lithium property. Mine engineering starts in the first quarter next year and the final "bankable" feasibility study is due for completion late in 2010. The mine, assuming approval, will produce battery-grade lithium carbonate for sale to makers of new-generation batteries for all-electric cars and hybrid cars.

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Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in the Past 8 Years
Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026	38-0572515	General Motors Corporation; GMC Truck Division; GMAO Fort Detroit; GM Corporation; GM Corporation-GM Auction Department; National Car Rental; National Car Sales; Automotive Market Research
MLCS, LLC (f/k/a Saturn, LLC)	09-50027	38-2577906	Saturn, LLC; Saturn Corporation; Saturn Motor Car Corporation; GM Saturn Corporation; Saturn Corporation of Delaware
MLCS Distribution Corporation (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-50028	38-2755764	Saturn Distribution Corporation
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-43958	20-1420670	Chevrolet-Saturn of Harlem, Inc.; CSH; of Harlem

PLEASE TAKE NOTICE THAT on September 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), having jurisdiction over the chapter 11 cases of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), entered an order (the "**Bar Date Order**") establishing (i) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) to file a proof of claim ("**Proof of Claim**") based on prepetition claims, including certain claims against Debtors entitled to priority under section 503(b)(9) of the Bankruptcy Code, against any of the Debtors (the "**General Bar Date**"), and (ii) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each governmental unit (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim based on prepetition claims against any of the Debtors (the "**Governmental Bar Date**" and, together with the General Bar Date, the "**Bar Dates**").

The Bar Date Order, the Bar Dates and the procedures set forth below for the filing of Proofs of Claim apply to all claims against the Debtors (other than those set forth below as being specifically exempted from the Bar Dates) arising prior to **June 1, 2009**, the date on which the Debtors commenced their cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). **Additional information regarding the Bar Dates and these chapter 11 cases is available for free at Epiq's website at http://www.motorsliquidation.com/ or at 1-212-257-5475.**

YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a **Proof of Claim** to vote on a chapter 11 plan, filed by the Debtors or to share in any of the Debtors' estates if you have a claim that arose prior to **June 1, 2009**, including a 503(b)(9) Claim, and it is not one of the other types of claims described in Section 2 below. Acts or events that occurred before the Debtors filed for chapter 11 on June 1, 2009 and you have or believe you have a claim that must be filed by the applicable Bar Date, you must file a Proof of Claim, even if your claim against any of the Debtors may not be fully liquidated or certain prior to **June 1, 2009**. Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the words "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, priority claims and 503(b)(9) Claims (as defined in Section 2(d) below).

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need not file a Proof of Claim if:

(a) Your claim is listed on the Schedules (as defined below) and (a) it is not described as the Schedules as "disputed", "contingent", or "unliquidated", (b) you do not dispute the amount or nature of the claim as listed in the Schedules, and (c) you do not dispute that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

(b) Your claim has been paid in full;

(c) You hold an interest in any of the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; **provided, however**, that interest holders who wish to assert claims (a "**Claim**") based on such interests (including Claims that relate to the purchase or sale of the interests or the ownership or interests), including Claims arising out of or relating to the sale, issuance or distribution of the interest, must file Proofs of Claim on or before the applicable Bar Date, unless another exception is identified herein;

(d) You hold a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (a "**503(b)(9) Claim**"); **provided, however, that 503(b)(9) Claims are subject to the General Bar Date as provided above.** Section 503(b)(9) provides in part that "... there shall be allowed administrative expenses ... including ... (9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." **Accordingly, if you have a 503(b)(9) Claim, you must file a Proof of Claim on or before the General Bar Date;**

(e) You hold a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;

(f) You hold a claim against any of the Debtors for which a separate deadline is fixed by an order of the Court and you are required to file a Proof of Claim by that separate deadline;

(g) You are a Debtor in these cases having a claim against another Debtor;

(h) You are an affiliate (as defined in section 101(2) of the Bankruptcy Code) of any Debtor as of the Bar Date;

(i) You hold a claim for which you have already properly filed a Proof of Claim against any of the Debtors with the Clerk of the Court or The Garden City Group, Inc. (the "**Claims Agent**") using a claim form that substantially conforms to the Proof of Claim Form (as defined below) or Official Form 10; or

(j) You hold a claim that is limited exclusively to the repayment of principal, interest and other fees and expenses on or under any agreements (a "**Debt Claim**") governing any debt security issued by any of the Debtors pursuant to an indenture or agreement, (the "**Debt Instruments**") if the indenture trustee or similar fiduciary under the Debt Instruments or its agent and proxy agency agreement (a "**Debt Claim Agent**") files a Proof of Claim with respect to such Debt Claim on or before the Bar Date, unless an exception identified herein applies. Debt Instruments include those agreements listed in the end of this Notice.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.

3. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection by the later of (i) the applicable Bar Date and (ii) the date which is thirty days following the entry of the order approving such rejection or you will be forever barred from doing so. Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim on account of unpaid amounts accrued and outstanding as of June 1, 2009 pursuant to that executory contract or unexpired lease rather than a rejection damages claim, you must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified above applies.

4. WHEN AND WHERE TO FILE

All Proofs of Claim must be filed so as to be **actually received** on or before the applicable Bar Date at the following address:

If by overnight courier or hand delivery to:	If by first-class mail, to:
The Garden City Group, Inc. Attn: Motors Liquidation Company Claims Processing 5151 Blazer Parkway, Suite A Dublin, Ohio 43017	The Garden City Group, Inc. Attn: Motors Liquidation Company Claims Processing P.O. Box 9386 Dublin, Ohio 43017-4286

Or if by hand delivery to:
United States Bankruptcy Court, SDNY
One Bowling Green, Room 534
New York, New York 10004

Proofs of Claim will be deemed timely filed only if **actually received** by The Garden City Group, Inc. or the Court on or before the applicable Bar Date. Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

5. WHAT TO FILE

If you file a Proof of Claim, your filed Proof of Claim must: (a) be written in the English language, (b) be denominated in lawful currency of the United States, and (c) conform substantially to Official Bankruptcy Form No. 10 ("**Proof of Claim Form**"). (e) state the Debtor against which it is filed, (f) set forth with specificity the legal and factual basis for the alleged claim, (g) include supporting documentation or an explanation as to why such documentation is not available, and (h) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND YOU MUST IDENTIFY ON YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED AND THE CASE NUMBER OF THAT DEBTOR'S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE.

Additional Proof of Claim Forms may be obtained at www.motorsliquidation.com or www.uscourts.gov/bkforms

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

Except with respect to claims of the type set forth in Section 2 above, any creditor who fails to file a Proof of Claim on or before the applicable Bar Date in the appropriate form in accordance with the procedures described in this Notice for any reason will, except as otherwise ordered or unless to assert against each of the Debtors, will be forever barred – that is, forbidden – from asserting the claim against each of the Debtors and their respective estates (or filing a Proof of Claim with respect to the claim), and each of the Debtors and their respective estates, successors, assigns, and property will be forever discharged from any and all indebtedness or liability with respect to the claim, and the holder will not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases, participate in any distribution in any of the Debtors' chapter 11 cases on account of the claim, or receive further notices with respect to any of the Debtors' chapter 11 cases.

7. THE DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors' Schedules of Assets and Liabilities and Statements of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**"). If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules.

As set forth above, if you agree with the classification and amount of your claim as listed in the Debtors' Schedules, and if your claim is not disputed, contingent or unliquidated, and you do not believe that your claim is any amount in addition to that listed in the Schedules, then you do not need to file a Proof of Claim. Otherwise, or if you desire to do so, you must file a Proof of Claim in accordance with the procedures set forth in this Notice.

Copies of the Schedules can be examined by interested parties on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the internet at www.motorsliquidation.com and is available for a fee via PACER login and password required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov. Copies of the Schedules are also available for examination by interested parties between the hours of 9:00 a.m. and 4:30 p.m. (Eastern Time) at the office of the Clerk of the Court, One Bowling Green, Room 534, New York, New York 10004. Copies of the Debtors' Schedules may also be obtained by written request to the Debtors' claims agent at the address and telephone number listed below.

The Garden City Group, Inc., Attn: Motors Liquidation Company
P.O. Box 9386, Dublin, Ohio 43017-4286, 1-800-414-3456

In the event that the Debtors amend their Schedules to: (a) designate a claim as disputed, contingent, unliquidated, or undetermined; (b) change the amount of a claim reflected therein; or (c) change the classification of a claim reflected therein, or (d) add a claim that was not listed in the Schedules, the Debtors will notify you of the amendment. In addition, the deadline for you to file a Proof of Claim on account of any such claim is the later of (a) the applicable Bar Date and (b) the date that is **thirty days** after the Debtors provide notice of the amendment. **A holder of a possible claim against the Debtors should consult an attorney regarding any matters not covered in this Notice, such as whether that holder should file a Proof of Claim.**

DATED: September 16, 2009
New York, New York

BY ORDER OF THE COURT

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Attorneys for Debtors and Debtors in Possession

Certain Debt Instruments

	Debt Instrument	CUSIP, ISIN, or Swiss Security Numbers
1.	Indenture, dated as of Nov. 15, 1990, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AZ8, 370442AC9, 370442AD7, 370442AE5, 370442AG0
2.	Indenture, dated as of Dec. 7, 1998, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AZ8, 370442AC9, 370442AV7, 370442AZ8, 370442BB0, 370442BJ6, 370442C71, 370442F66, 370442T88, 370442T41, 370442T33, 370442T25, 370442U47, 370442B71, 370442T71, 370442T97, 370442T89, 370442T81, 370442U31, 370442U89
3.	Trust Indenture, dated as of July 1, 1999, between Michigan Strategic Fund and Deutsche Kangyo Trust Company of New York ($58,800,000 Multi-Mode Variable Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 594069AQ0
4.	Indenture of Trust, dated as of July 1, 1994, between City of Moraine, Ohio and Deutsche Kangyo Trust Company of New York ($12,500,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AA2
5.	Indenture of Trust, dated as of July 1, 1999, between City of Moraine, Ohio and Deutsche Kangyo Trust Company of New York ($10,000,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AB0
6.	Trust Indenture, dated as of Dec. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank and Bank One Trust Company, N.A., ($31,000,000 Pollution Control Revenue Refunding Bonds)	CUSIP No. 349273AF1
7.	Trust Indenture, dated as of Mar. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank ($20,040,000 State of Ohio Solid Waste Revenue Bonds)	CUSIP No. 667596AD2
8.	Indenture of Trust, dated as of Dec. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank ($46,000,000 State of Ohio Solid Waste Revenue Bonds)	CUSIP No. 677581AB2
9.	Trust Indenture, dated as of Apr. 1, 1994, among City of Indianapolis, Indiana, Bankers Trust Company and The Indiana National Bank (U.S. $50,000 Pollution Control Revenue Bonds)	CUSIP No. 455529AB8
10.	Fiscal and Paying Agency Agreement, dated as of July 3, 2003, between GM, Deutsche Bank AG London, as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171942737, XS0171943649
11.	Fiscal and Paying Agency Agreement, dated as of July 10, 2001, between GM Nova Scotia Finance Company, GM, as guarantor, Deutsche Bank Luxembourg S.A., as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171923683, XS0171908003
12.	Bond Purchase and Paying Agency Agreement dated May 28, 1986 between GM and Credit Suisse	Swiss Security No. 876 926

CORPORATE NEWS

GM expects strong growth in China in 2009

Sales should rise 47% from a year ago, company says, but end of government incentives could pose problem

By Patricia Jiayi Ho

BEIJING— **General Motors Co.'s** sales in China this year will likely exceed 1.6 million vehicles, said Kevin Wale, president and managing director of GM China Group.

The forecast represents an increase of 47% from a year ago, when GM's total vehicle sales in China rose 6.4% to 1.09 million. GM is September forecast in China sales growth would exceed 40% this year.

GM sold 1.29 million vehicles in China in the January-September period this year, up 58% from the same period last year. GM counts sales of Wuling commercial vans, produced by a joint venture of which GM owns a third, as part of its overall sales.

By comparison, **Toyota Motor Corp.** said it expects to sell more than 1 million cars in China in 2009, as the country's economy boosts the demand for smaller cars. The Japanese auto maker's China sales from January through August rose 9% from a year earlier to 610,000 vehicles. Toyota has said it seeks to raise its 2009 sales in China slightly from 2008 levels, when its sales rose 17% to 585,000.

Car makers in China have benefited from Beijing's policies to boost sales, including tax incentives for purchases of vehicles with engines of 1.6 liters or smaller, and subsidies to encourage sales of some autos in rural areas. Both policies are set to expire at the end of the year.

GM's sales performance in China could prove especially vulnerable to changes in government policy, as all of the vehicles sold by its Wuling joint venture with **SAIC Motor** Corp. and Wuling Automobiles go to the small-engine car end. Sales in the venture accounted for more than 60% of GM's volume in China in the January-September period.

Mr. Wale said he is confident the China government will take appropriate actions next year to maintain stability in the country's auto market, which is on track to overtake the U.S. as the world's largest car market this year.

Mr. Wale also said demand from smaller cities "should ensure some growth momentum."

GM aims to increase its Chinese sales volume next year at a slightly faster rate than that of the overall auto industry, he said.

Tuesday, GM Chief Executive Fritzsche "Fritz" Henderson, on his first trip to China since GM emerged from bankruptcy in July, said China plays an increasingly important role in GM's global operations.

■ General Motors CEO Fritz Henderson at a Chinese dealership in Shanghai

GM executives have repeatedly extolled China's significance but haven't quantified how much revenue comes from the country.

The China Association of Automobile Manufacturers said Tuesday that vehicle sales from January through September rose 54% from a year earlier to 9.66 million. The association expects overall auto sales for the whole year to exceed 12 million.

Primary Global Research. Among other things, he said, PC makers are placing orders on the expectation that **Microsoft** Corp.'s Windows 7 operating system—to be formally released Oct. 22—will get customers buying.

Craig Ozcimi, Intel's chief executive officer, told analysts that the company was seeing unit sales of chips for conventional notebook PCs growing at a faster rate than sales for its Atom chip for portable Internet-and-portable computers called netbooks.

Fears that demand for netbooks would cannibalize sales from Intel's more profitable chip units have dogged the company since last year.

Mr. Otellini also reported strong demand for its new processor line called Nehalem, despite the poor economy.

Intel's stock, trading midday Wednesday, the shares were up $0.66, or 3%, at $19.65.

"The market had set high expectations for Intel this quarter and Intel delivered," said Bill Reiner, an analyst at Edward Jones.

Intel quarterly results bolster hopes for PC rebound

By Don Clark

Intel Corp. served up evidence that the computer market is healthier than many suspected, reporting third-quarter results that were well above analysts' projections and its own forecast in July.

The chip giant predicted business conditions will improve even more in the current quarter, including a jump in its closely watched gross profit margin to the highest level since late 2005.

It predicted revenue of about $10.1 billion, up about 7% from the third period.

Intel, maker of the chips that set an electronic brains in personal computers, is seen as an early proxy for the health of the technology industry. The chip giant predicted business conditions will improve even more in the current quarter, including a jump in its closely watched gross profit margin to the highest level since late 2005.

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Intel executives said they saw signs of strong purchasing of laptop PCs, led by back-to-school purchases in the U.S. and demand from consumers in China.

The company's third-quarter profit and revenue remained about 8% lower than the same quarter in 2008, before the recession took hold.

But revenue was up 12% from the second quarter, and profit—including a $1.45 billion antitrust fine levied by the European Union—was up 77% over the same period.

"It's a nice indication of what we can achieve when the market is operating—not we are executing well," said Stacy Smith, Intel's chief financial officer, in an interview.

Intel reported income for the period ended Sept. 26 of $3.86 billion, or 73 cents a share, compared to $2.05 billion, or 38 cents a share.

Revenue declined to $8.39 billion from $10.22 billion.

Intel in late August predicted that its third-quarter revenue would be $9.7 billion, plus or minus $400 million, and that its gross profit margin in the third quarter would be 43%, plus or minus two percentage points.

Instead, the company said its profit margin hit 53.6%, and projected it would likely rise to 60% in the current quarter. It predicted revenue would rise about 7% from the third period.

"People have been underestimating demand for a long time," said Intel Chairman, chief executive of

ASML posts first quarterly profit in year as chip demand rises

By Anonymous Pedestrian

Semiconductor-equipment maker **ASML Holding** NV Wednesday reported a profit in the third quarter after three consecutive quarters of losses, as demand from the chip industry improved after months of underinvestment.

ASML, based in the Netherlands, posted a net profit of €167 million ($239.2 million) in the quarter ended Sept. 30, down 73% from a net profit of €73.3 million a year earlier. The company posted a net loss of €304 million in the second quarter.

Sales slipped 20% to €353.2 million from €996.6 million.

ASML Chief Financial Officer Peter Wennink said in an interview posted on the company's Web site that the first half of 2010 looks good, but he added that ASML needs a recovery in the world economy for the second half.

Mr. Wennink said ASML had repossessed nine months of underemployment. There is now higher-than-expected end-demand for chips used in personal computers and wireless phones, Mr. Wennink said, but he cautioned that customers buy new technology to drive down their costs—not to scale up capacity.

The company's order intake in the third quarter was €777 million, and its backlog stood at €1.35 billion as of Sept. 30.

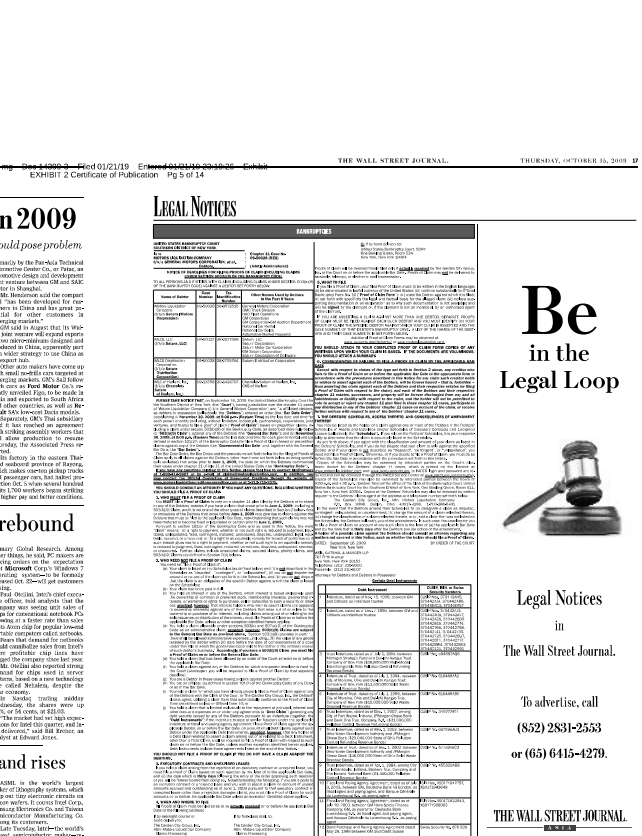
The company expects order intake in the fourth quarter be "at least" level with the third quarter, with net sales of about €560 million and a gross margin of about 37%.

The results beat analyst expectations for net profit of €153 million on sales of €526 million, according to a Dow Jones Newswires poll of five analysts.

ASML is the world's largest maker of lithography systems, which engrave tiny electronic circuits on silicon wafers. It counts Intel Corp., Samsung Electronics Co. and Taiwan Semiconductor Manufacturing Co. among its customers.

Late Tuesday, Intel—the world's largest semiconductor maker—reported a 78% decline in profit but stronger revenue and gross margin exceeded the company's guidance.

LEGAL NOTICES



LEGAL NOTICES

BANKRUPTCIES

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re
MOTORS LIQUIDATION COMPANY
f/k/a GENERAL MOTORS CORPORATION, et al.,
Debtors.

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

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE)

TO ALL PERSONS AND ENTITIES WITH CLAIMS (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE) AGAINST A DEBTOR SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in the Past 8 Years
Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026	38-0572515	General Motors Corporation, GMC Truck, Saturn (NHI Post Operations), GM Corporation, GM Corporation-Old, Motors Liquidation Company, National Car Rental, National Car Sales Alternative Market Research
64 DS, LLC (f/k/a Saturn, LLC)	09-50027	26-1511906	Saturn, LLC, Saturn Corporation, Saturn Sky Car Sales Corporation, GM Saturn Corporation, Saturn Corporation of Delaware
64 DS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028	26-1511906	Saturn Distribution Corporation
HUMMER Holdings, LLC (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558	20-4420707	Chevrolet-Saturn of Harlem, Inc., HUMMER

PLEASE TAKE NOTICE THAT, on September 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), having jurisdiction over the chapter 11 cases of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**") entered an order (the "**Bar Date Order**") establishing (i) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each person or entity (including, without limitation, each of the Debtors' current employees) to file a proof of claim (a "**Proof of Claim**") based on prepetition claims, including any claim under section 503(b)(9) of the Bankruptcy Code, as described more fully below (a "**503(b)(9) Claim**"), against any of the Debtors (the "**General Bar Date**"), and (ii) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each governmental unit to file a Proof of Claim (a "**Governmental Bar Date**" and, together with the General Bar Date, the "**Bar Dates**").

The Bar Date Order, the Bar Dates and the procedures set forth below for the filing of Proof of Claim apply to all claims against the Debtors, except for those set forth below as being specifically excluded that arose prior to **June 1, 2009**, the date on which the Debtors commenced their cases under chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**"). Any holder of a claim against the Debtors that is not required to file a Proof of Claim by the Bar Date Order or pursuant to the Bankruptcy Code, the Bankruptcy Rules or other order of the Court, on account of such claim may, but is not required to, file a Proof of Claim in accordance with the procedures described herein. Additional Proof of Claim forms may be obtained at www.motorsliquidation.com or www.kccllc.net/mlc.

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

1. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

Except with respect to claims of the type set forth in Section 2 below, any creditor who fails to file a Proof of Claim on or before the applicable Bar Date is the appropriate term in accordance with the procedures described in this Notice for any claim such creditor holds or wishes to assert against each of the Debtors, will be forever barred – that is, forbidden – from asserting the claim against each of the Debtors and their respective estates (or filing a Proof of Claim with respect to the claim), and each of the Debtors and their respective chapter 11 estates, successors, and assigns will be forever discharged from any and all indebtedness or liability with respect to the claim, and the holder will not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases, participate in any distribution in any of the Debtors' chapter 11 cases on account of the claim, or receive further notices with respect to any of the Debtors' chapter 11 cases.

2. THE DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors' Schedules of Assets and Liabilities and/or Schedule of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**"), if such claim is listed in the Debtors' Schedules. A holder of a claim may rely on the claim's description in the Schedules. As set forth above, if you agree with the classification and amount of your claim as listed in the Debtors' Schedules, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth herein. Copies of the Schedules may be examined by interested parties on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the Internet at http://www.kccllc.net/mlc and www.motorsliquidation.com. A PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov. Copies of the Schedules may also be examined by interested parties between the hours of 9:00 a.m. and 4:00 p.m., prevailing Eastern Time, at the Office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 534, New York, New York 10004. Copies of the Debtors' Schedules may also be obtained by written request to the Debtors' claims agent at the address and telephone number set forth below:

The Garden City Group, Inc., Attn: Motors Liquidation Company, P.O. Box 9386, Dublin, Ohio 43017-4286, 1-800-414-5821

If you rely on the Schedules, it is your responsibility to determine that your claim is accurately listed in the Schedules.

A holder of a possible claim against the Debtors should consult an attorney regarding any matters not addressed in this Notice, such as whether the claim should be filed a Proof of Claim.

BY ORDER OF THE COURT

Dated: September 16, 2009
New York, New York

/s/ Stephen Karotkin
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and Debtors in Possession

3. WHAT TO FILE

If you file a Proof of Claim, your filed Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States; and (iii) conform substantially with the Official Bankruptcy Form No. 10 or Official Bankruptcy Form No. 10 (Short Form), which is the Proof of Claim form that the Debtors expect to use in these cases. In addition to specifying the legal and factual basis for the alleged claim, the Proof of Claim must include supporting documentation or an explanation as to why such documentation is not available and must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND YOU MUST IDENTIFY ON YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED. YOU MUST ALSO IDENTIFY ON YOUR PROOF OF CLAIM THE DEBTOR'S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE.

Additional Proof of Claim forms may be obtained at www.motorsliquidation.com or www.kccllc.net/mlc.

4. WHERE TO FILE

Proofs of Claim will be deemed timely filed only if **actually received** by The Garden City Group, Inc. or the Court on or before the applicable Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission.

If by hand delivery or by overnight mail:
The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

If by first-class mail:
The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
P.O. Box 9386
Dublin, Ohio 43017-4286

5. THE FILING OF PROOFS OF CLAIM

Each Proof of Claim must identify on its face the specific Debtor against which the claim is asserted. A Proof of Claim will be deemed timely filed only if it is **actually received** by the applicable Bar Date at the following address:

Debtor	Case No.	Debt Instrument	CUSIP, ISIN, or Swiss Security Number
1	09-50026	Debentures, dated as of Nov. 15, 1990, between GM and Citibank as indenture trustee	CUSIP Nos. 370442GW0, 370442AM4, 370442J88
2	09-50026	Debentures, dated as of Dec. 7, 1995, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AP7, 370442AQ5, 370442AR3, 370442AZ5, 370442B90, 370442P95, 370442T56, 370442T64, 370442T72, 370442T98, 370442T optional, 370442U71, 370442U89, 370442V39, 370442W13, 370442W21, 370442W39, 370442W47
3	09-50026	Trust indenture, dated as of July 1, 1995, between Michigan Strategic Fund and Bank One, Kentucky, N.A., as successor to The Kentucky Trust Company National Association, as trustee	CUSIP No. 594569AG5
4	09-50026	Trust indenture, dated as of July 1, 1995, between Michigan Strategic Fund and Bank of New York ($16,800,000 Multi-Modal Interchangeable Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 59447EAT2
5	09-50026	Debenture of Trust, dated as of July 1, 1994, between City of Wentzville, Ohio and Bank of Kansas City (Ford Company of New Mexico Project)	CUSIP No. 650449AB0
6	09-50026	Debenture of Trust, dated as of July 1, 1998, between City of Wentzville, Ohio and Bank of Kansas City (Ford Company of New Mexico Project)	CUSIP No. 650449AB0
7	09-50026	Trust Indenture, dated as of Dec. 1, 2000 among City of Port Wentzville, Indiana, JPMorgan Chase Bank and Bank One Trust Company, N.A., ($31,000,000 Fixed Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 349272AT1
8	09-50026	Debenture of Trust, dated as of Dec. 1, 2000 among City of Port Wentzville, Indiana, JPMorgan Chase Bank and Bank One Trust Company, N.A., ($31,000,000 Fixed Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 660 99664J2
9	09-50026	Debenture of Trust, dated as of Dec. 1, 2007, between Ohio Water Development Authority and JPMorgan Chase Bank ($25,000,000 State of Ohio Solid Waste Disposal Revenue Bonds)	CUSIP No. 677084BC2
10	09-50026	Debenture of Trust, dated as of Dec. 1, 2007, between Ohio Water Development Authority and JPMorgan Chase Bank ($45,000,000 State of Ohio Solid Waste Disposal Revenue Bonds)	CUSIP No. 455339HB9
11	09-50026	Trust Indenture, dated as of Sept. 1, 2004, between City of Indianapolis, Indiana, Bankers Trust Company and The Victoria National Bank ($1,400,000 Pollution Control Revenue Bonds)	CUSIP No. 455379HB8
12	09-50026	Financial Planning Agency Agreement, dated as of July 3, 2003, between GM, Deutsche Bank AG London, as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as one-time agent	ISIN Nos. XS0171972757, DE0172443949
13	09-50026	Financial Planning Agency Agreement, dated as of July 30, 2003, between GM, Nova Scotia Finance Company, Ltd., as guarantor, Deutsche Bank Luxembourg S.A., as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0178529643, DE0178908063
14	09-50026	Bond Purchase and Paying Agency Agreement dated May 28, 1986 between BW and Credit Suisse	Swiss Security No. 870 920

BANKRUPTCIES

Debtor Legal Information Hotline:
Toll Free: (800) 718-5305
International (Toll): (512) 236-8998

Debtor Legal Information Website:
http://www.bmcdocket.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:) Chapter 11
DELPHI CORPORATION, et al.,) Case No. 05-44481 (RDD)
Debtors.) (Jointly Administered)

NOTICE OF (A) ORDER APPROVING MODIFICATIONS TO FIRST AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI CORPORATION AND CERTAIN AFFILIATES, DEBTORS AND DEBTORS-IN-POSSESSION AND (B) OCCURRENCE OF EFFECTIVE DATE

1. Confirmation Of The Plan. On January 25, 2008 (the "Confirmation Date"), the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order confirming the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors And Debtors-In-Possession, dated January 25, 2008 (the "Confirmed Plan"), in the Chapter 11 Cases of Delphi Corporation and certain of its subsidiaries and affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors").

2. Approval Of Modifications To The Confirmed Plan. On July 30, 2009 (the "Modification Approval Date"), the Bankruptcy Court entered an order (the "Modification Approval Order") approving certain modifications to the Confirmed Plan embodied in the Fifth Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) (the "Modified Plan"), attached as Exhibit A to the Modification Approval Order, unless otherwise defined in this Notice Of (A) Order Approving Modifications To First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession And (B) Occurrence Of Effective Date, capitalized terms and phrases used herein have the meanings given to them in the Modified Plan and the Modification Approval Order.

3. Effective Date. On October 6, 2009, the Effective Date of the Modified Plan occurred. The Modified Plan was substantially consummated on a going forward basis pursuant to sections 1123 and 1124 of title 11 of the United States Code (the "Bankruptcy Code"). On the Effective Date, and effective as of the transactions contemplated by the Master Disposition Agreement and without agreement to occur at the closing are effective for tax and accounting purposes as of 11:59 p.m., local time, on the Closing Date as defined in the Master Disposition Agreement.

4. Discharge Of Claims And Termination Of Interests. Pursuant to section 1141(d)(1)(A) of the Bankruptcy Code and except as otherwise provided in the Modified Plan, Confirmation Order, Modification Approval Order, the distributions and rights that are provided in the Modified Plan will be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, Liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property will have been distributed or retained pursuant to the Modified Plan on account of such Claims, rights, and Interests, including, but limited to, Claims and Interests that arose before the Effective Date, and all Claims of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of claim or interest based upon such Claim, debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the holder of such a Claim, right, or Interest accepted the Modified Plan. Upon the occurrence of the Effective Date, the Modification Approved Order shall be a judicial determination of the discharge of all Claims and Interests in the Debtors.

5. Cure Objections.

(a) Pursuant to Article 11.2.3 of the Modified Plan, the satisfaction, release, and discharge pursuant to Article XI of the Modified Plan shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under the Modified Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

(b) So accepting Cash Buydown pursuant to the Modified Plan, each Holder of an Allowed Claim will be deemed to consent to the injunctive and other injunctive set forth in Article XI of the Modified Plan.

6. Releases By Debtors Of Certain Parties. Pursuant to section 1123(b) of the Bankruptcy Code, but subject to Article 11.3.1 of the Modified Plan, effective as of the Effective Date, each Debtor, on its own individual capacity and as a debtor-in-possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any and all claims or Causes of Action existing as of the Effective Date, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Debtor would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest that is treated in the Modified Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, or any act, omission, agreement, or event in any manner related to any such Claims, Interests, restructuring, or the Chapter 11 Cases. The Reorganized Debtors shall be bound, to the same extent the Debtors are bound, by the releases and discharges set forth above. Notwithstanding the foregoing, nothing in the Modified Plan shall be deemed to release (i) any of the Debtors or GM from their obligations under the GM Master Restructure Documents or the transactions contemplated thereby, except to the extent set forth in the Master Disposition Agreement, or (ii) any of the Debtors or their Affiliates from their obligations under the Union Settlement Agreements or the transactions contemplated thereby, (iii) any of the Buyers from their obligations under the Master Disposition Agreement, or (iv) any of the Debtors or the Plan Investors or their affiliates from their obligations under that Investment Agreement or the transactions contemplated thereby.

7. Releases By Holders Of Claims And Interests. On the Effective Date, each Person who votes to accept the Modified Plan and (a) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor) which has had, holds, or may hold a Claim against or Interest in the Debtors, as consideration for the obligations of the Debtors and the Reorganized Debtors under the Modified Plan and Cash, General Interest, Wind Down Assets and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Modified Plan (each, a "Release Obligor"), shall have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged all Released Parties for and from any claim or Cause of Action existing as of the Effective Date in any manner arising from, based on or relating to, in whole or in part, the Debtors, the Chapter 11 Cases, the business or contractual arrangements between any Debtor and Release Obligor or any Released Party, the restructuring of the Claims prior to the Chapter 11 Cases, or any act, omission, occurrence, or event in any manner related to any such Claims, Interests, or Chapter 11 Cases, including, but not limited to, any claims relating to, or arising out of, the negotiation, formulation, or preparation of the Modified Plan, the filing of the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, filing, implementation, administration, confirmation, consummation of the Modified Plan, the Disclosure Statement, the Plan Exhibits, the Delphi-FRSG Settlement Agreement, the Credit Bid, the Master Disposition Agreement, the Global Settlement Agreement, the Union Settlement Agreements plan, instruments, releases, or other agreement or document created, modified, amended or entered into in connection with either the Modified Plan or any other agreement with the Debtors, including but not limited to the Union Settlement Agreements, or any other act taken or not taken consistent with the Union Settlement Agreements in connection with the Chapter 11 Cases (provided, however, that (A) Article 11.5 of the Modified Plan is subject to Article 11.3.1 of the Modified Plan, and (B) nothing in Article 11.5 of the Modified Plan shall release any Released Party from any Cause of Action held by a governmental entity excising as of the Effective Date based on (i) the Internal Revenue Code or other domestic state, city, or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city, or municipality, (iii) any criminal laws of the United States or any domestic state, city, or municipality, (iv) the Exchange Act, the Securities Act, or other United States federal, state, or domestic securities laws, (v) the Employee Retirement Income Security Act of 1974, as amended, or (vi) the laws and regulations of the Bureau of Customs and Border Protection of the United States Department of Homeland Security, notwithstanding the foregoing, all releases given by GM to (i) the Debtors and the Debtors' Affiliates and (ii) the Debtors and the Debtors' Affiliates to GM pursuant to the GM Master Restructure Agreement shall remain in full force and effect).

8. Assumption And Assignment Of Executory Contracts And Unexpired Leases. Subject to the terms of the Modified Plan, Modification Approval Order, and any related Bankruptcy Court orders, upon the occurrence of the Effective Date, each executory contract or unexpired lease assumed, or assumed and assigned, as applicable, pursuant to Article VII of the Modified Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or its assignee in accordance with its terms, on the Effective Date, all executory contracts and unexpired leases as to which any Debtor is a party are deemed automatically assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, other than such executory contracts or unexpired leases as have been previously rejected by the Debtors by order of the Bankruptcy Court, are the subject of a motion to reject pending on the Effective Date or that otherwise authorizes rejection, filed on or before the Modification Approval Date, (ii) have been rejected or deemed pursuant to a motion to sell or transfer property or assets filed by the Debtors prior to the Effective Date, (iii) have expired or terminated on or prior to the Effective Date (and were not otherwise extended) pursuant to their own terms, (iv) are listed on the schedule of rejected contracts on Exhibit B.3 to the Modified Plan, or (v) are executory contracts or leases with GM. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Master Disposition Agreement. Subject to the foregoing sentences, entry of the Modification Approval Order by the Bankruptcy Court approved the rejections, assumptions, and assignments and assignments contemplated by the Modified Plan, the Modification Approval Order, the Master Disposition Agreement, and related agreements pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

9. Bar Dates

(a) **Administrative Bar Date.** Requests for payment of an Administrative Claim other than as set forth in Article II.A of the Modified Plan must be filed with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than the Administrative Bar Date, which is the date subsequent to which the need for any objection from the Debtors or Reorganized Debtors unless the Debtors or the Reorganized Debtors object to an Administrative Claim on or prior to May 4, 2010 (unless such objection period is extended by the Bankruptcy Court), such Administrative Claim shall be deemed Allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim.

(b) **Professional Claims And Final Fee Applications.** All requests for payment of Professional Claims and requests for reimbursement of expenses of members of the Statutory Committees must be Filed and served on the Master Disposition Agreement, pursuant to the procedures set forth in the Confirmation Order, no later than 45 days after the Effective Date. A hearing on such requests will be held at a date and time to be determined by the Bankruptcy Court. Pursuant to the Bankruptcy Court Order dated, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered on or after the Confirmation Date, and the Reorganized Debtors have employed and paid Professionals in the ordinary course of business.

10. Substantial Contribution Bar Date. Except as otherwise provided in the Modification Approval Order, any Person who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code must do so by filing an application with the Bank of the Bankruptcy Court on or before November 23, 2009, and serve such application on counsel for the Debtors, the Reorganized Debtors, the Creditors' Committee, the Office of the United States Trustee for the Southern District of New York, and such other parties as may be directed by the Bankruptcy Court and the Bankruptcy Code on or before November 30, 2009, or be forever barred from seeking such compensation or expense reimbursement.

Dated: New York, New York, October 6, 2009

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
/s/ Jay Alan Sakin Bartlett, Jr.
Jay Alan Sakin Bartlett, Jr.
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Four Times Square
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-and-

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155 North Wacker Drive
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(312) 407-0700

Attorneys for Delphi Corporation, et al., Debtors and Debtors-in-Possession

BANKRUPTCIES

NOTICE OF VOTING RIGHTS AND HEARING TO CONSIDER WHETHER TO CONFIRM THE PLAN OF REORGANIZATION OF PITTSBURGH CORNING CORPORATION

PITTSBURGH CORNING CORPORATION ("PCC") has proposed a Modified Third Amended Plan of Reorganization (the "Plan"). Those who have filed asbestos personal injury claims against PCC or Pittsburgh Corning Europe N.V. ("PCE"), **PITTSBURGH CORNING EUROPE, N.V. ("PCE")** or **CORNING INCORPORATED ("Corning")** can vote to accept or reject the Plan by **November 16, 2009**. The United States Bankruptcy Court for the Western District of Pennsylvania (the "Court") will consider whether to confirm the Plan at a hearing starting **January 11, 2010**.

A Solicitation Package containing detailed information and ballots for voting on the Plan has been sent to all known claimants or their lawyers, and is available on the Internet.

KEY ELEMENTS OF THE PLAN

The Plan proposes to create a trust to pay asbestos personal injury claims arising from exposure to a former PCC product called Unibestos. An injunction under section 524(g) of the Bankruptcy Code will result in the permanent channeling of asbestos personal injury claims against PCC or any Asbestos Protected Party (as defined in the Plan). This injunction will prohibit people with asbestos personal injury claims from suing the parties protected by the injunction. If you think you may have such an asbestos personal injury claim, you should read the Disclosure Statement and Plan carefully for details about how your rights may be affected.

VOTING ON THE PLAN

There is information in the Solicitation Package that describes exactly who can vote and how to vote. You do not have to vote, but you are encouraged to do so if you are eligible. To be counted, ballots must be received by the Voting Agent by **5:00 p.m. (Eastern Time) on November 16, 2009.**

THE HEARING ON THE PLAN

A hearing to consider confirmation of the Plan will begin before Judge Judith K. Fitzgerald at the **U.S. Bankruptcy Court, Western District of Pennsylvania, 54th Floor, 600 Grant Street, Pittsburgh PA on January 11, 2010 at 9:30 a.m. (Eastern Time).** You may attend the hearing but you are not required to do so. Objections, if any, must be **submitted in writing and filed with the Court by November 11, 2009**, as described in the Solicitation Package.

ADDITIONAL INFORMATION

If you believe that you have a claim against PCC, and you or your lawyer did not receive a Solicitation Package, you may obtain a Solicitation Package by calling the Voting Agent at (973) 509-3190, visiting www.asbestospccvote.com or www.logansbcn.com, or writing to Logan & Company at 546 Valley Road, Upper Montclair, NJ 07043.

CLASS ACTIONS

NOTICE OF PUBLIC AUCTION

Please take notice that Morgan Stanley & Co. Incorporated ("Morgan Stanley") will be conducting a public auction in October 30, 2009, at 9:00 p.m. (EDT) at 1585 Broadway, Conference Room 6C, New York, NY 10036 (the "Auction") of certain assets of the Splinter Market Neutral Fund II, L.P. formed under the Second Amended and Restated Partnership Agreement dated September 1, 2004 and (b) the Stillwater Asset Backed Fund II, L.P. formed under the Limited Partnership Agreement dated June 3, 2004 (together the "Auction Assets").

Bidders must register by 5:00 p.m. on October 29, 2009, by sending their name, address, phone number and e-mail address to Morgan Stanley Auctions by fax: 212-507-7477, email: Auctions@morganstanley.com, or call 212-507-7477.

Each qualified bidder must remit a financial institution or other check by the close of business on October 29, 2009 in the amount of 10% of the auction price value at the Auction Assets in immediately available US funds no later than the such business day to be held in the public sale.

A purchaser of the Auction Assets must be a Qualified Purchaser as defined in the Investment Company Act of 1940 as amended, or a "knowledgeable employee" under the Commodity Exchange Act, as amended, and an Accredited Investor as defined in the Securities Act of 1933 as amended, and will be required to execute a subscription agreement to that effect.

The Auction Assets are being sold "AS IS, WHERE IS" with no representations or warranties.

Any purchaser must (i) in all events be acceptable to Morgan Stanley in its sole discretion, (ii) execute and deliver to the General Partner of each of the Splinter Market Neutral Fund II, L.P. and the Stillwater Asset Backed Fund II, L.P. subscription documents for such fund.

Morgan Stanley reserves the right to bid for and purchase the Auction Assets or any portion thereof. Morgan Stanley further reserves the right prior to the public auction to sell all or any portion of the Auction Assets in a private sale. Morgan Stanley may withdraw any portion of the Auction Assets from the public sale without further notice.

For additional information please send a fax to: Morgan Stanley Auctions at 212-507-7477. The fax must include the name of the registered institution and the name, address, phone number and e-mail address of the person at such institution that Morgan Stanley should contact. Morgan Stanley further information regarding the Auction Assets and the auction.

09-50026-mg Doc 14399-3 Filed 01/21/19 Entered 01/21/19 23:18:26 Exhibit
EXHIBIT 2 Certificate of Publication Pg 11 of 14

MERRILL BRINK INTERNATIONAL

State of Minnesota)
) ss:
County of Ramsey)

Certificate of Accuracy

This is to certify that the content/substance of the following document:

Bar Date Notice Revisions

originally written in *English* is, to the best of our knowledge and belief, a true, accurate and complete translation into *French-Canadian*.

Dated: *October 20, 2009*

Leo Lipnik
Project Manager
Merrill Brink International

Sworn to and signed before
Me this 20th day of
October, 2009

Lori A Wietman
Notary Public

LORI A WIETMAN
NOTARY PUBLIC – MINNESOTA
MY COMMISSION EXPIRES 1-31-2010

Merrill Brink International Corporation
One Merrill Circles, Building #1455, St. Paul, MN 55108
Phone 651-646-4501, Fax 651-632-4781

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
(Tribunal fédéral des faillites pour le district Sud de New York)

En l'affaire
Motors Liquidation Company
anciennement connu sous le nom de
GENERAL MOTORS CORPORATION et consorts,
Débiteurs.

Chapitre 11, affaire n° 09-50026 (REG)

(Administré conjointement)

AVIS DE DÉLAIS DE DÉPOSE DE PREUVE DE RÉCLAMATION (Y COMPRIS DES RÉCLAMATIONS AU TITRE DE LA SECTION 503(b)(9) DU CODE DES FAILLITES)

À L'ATTENTION DE TOUTE PERSONNE, PHYSIQUE ET MORALE, AYANT DES RÉCLAMATIONS (Y COMPRIS DES RÉCLAMATIONS AU TITRE DE LA SECTION 503(b)(9) DU CODE DES FAILLITES) À L'ENCONTRE D'UN DÉBITEUR INDIQUÉ CI-DESSOUS :

Nom du Débiteur	Numéro de l'affaire	Numéro d'identification fiscale	Autres noms utilisés par les Débiteurs au cours des 8 dernières années
Motors Liquidation Company (anciennement connu sous le nom de **General Motors Corporation**)	09-50026	38-0572515	General Motors Corporation GMC Truck Division NAO Fleet Operations GM Corporation GM Corporation-GM Auction Department National Car Rental National Car Sales Automotive Market Research
MLCS, LLC (anciennement connu sous le nom de **Saturn, LLC**)	09-50027	38-2577506	Saturn, LLC Saturn Corporation Saturn Motor Car Corporation GM Saturn Corporation Saturn Corporation of Delaware
MLCS Distribution Corporation (anciennement connu sous le nom de **Saturn Distribution Corporation**)	09-50028	38-2755764	Saturn Distribution Corporation
MLC of Harlem, Inc. (anciennement connu sous le nom de **Chevrolet-Saturn of Harlem, Inc.**)	09-13558	20-1426707	Chevrolet-Saturn of Harlem, Inc. CKS of Harlem

VEUILLEZ NOTER QUE, le 16 septembre 2009, le United States Bankruptcy Court for the Southern District of New York (Tribunal fédéral des faillites pour le district Sud de New York) (le « Tribunal »), ayant compétence pour statuer sur les instances relevant du chapitre 11 de Motors Liquidation Company (anciennement connu sous le nom de General Motors Corporation) et de ses débiteurs affiliés, en qualité de débiteurs en possession (collectivement, les « **Débiteurs** »), a rendu une ordonnance (l'« **Ordonnance de date limite** ») établissant (i) le **30 novembre 2009 à 17 h 00 (heure normale de l'Est)** comme les date et heure limites auxquelles toute personne, physique ou morale, (y compris et de manière non limitative, les personnes physiques, les sociétés de personnes, les sociétés par actions, les coentreprises et les fiducies) doit déposer une preuve de réclamation (« **Preuve de réclamation** ») basée sur les réclamations antérieures à la demande de mise en faillite, y compris une réclamation au titre de la section 503(b)(9) du Code des faillites, comme décrit de façon plus détaillée ci-après (une « **Réclamation au titre de la section 503(b)(9)** »), à l'encontre des Débiteurs (la « **Date limite générale** »); et (ii) le **30 novembre 2009 à 17 h 00 (heure normale de l'Est)** comme les date et heure limites auxquelles chaque entité gouvernementale (telle que définie dans la section 101(27) du Code des faillites) doit déposer une Preuve de réclamation basée sur les réclamations antérieures à la demande de mise en faillite à l'encontre des Débiteurs (la « **Date limite applicable au gouvernement** » et, conjointement avec la Date limite générale, les « **Dates limites** »).

L'Ordonnance de date limite, les Dates limites et les procédures indiquées ci-dessous pour le dépôt de Preuves de réclamation s'appliquent à toutes les réclamations à l'encontre des Débiteurs (autres que celles indiquées ci-dessous comme étant spécifiquement exclues) qui sont nées avant le 1er juin 2009, date à laquelle les Débiteurs ont entamé leurs instances dans le cadre du chapitre 11 du titre 11 du Code des États-Unis (le « **Code des faillites** »).

Pour toute question relative à cet Avis, veuillez contacter AlixPartners au 1-800-414-9607 ou par courriel à l'adresse claims@motorsliquidation.com. En outre, vous pouvez contacter le Comité officiel des créanciers ordinaires par l'intermédiaire de son site Web à l'adresse www.motorsliquidationcreditorscommittee.com ou au 1-212-715-3275.

NOUS VOUS RECOMMANDONS DE CONSULTER UN AVOCAT POUR LUI SOUMETTRE TOUTE QUESTION, Y COMPRIS LE POINT DE SAVOIR SI VOUS DEVRIEZ DÉPOSER UNE PREUVE DE RÉCLAMATION.

1. QUI DOIT DÉPOSER UNE PREUVE DE RÉCLAMATION?

Vous **DEVEZ** déposer une **Preuve de réclamation** pour voter sur un plan au titre du chapitre 11 déposé par les Débiteurs ou pour participer au partage de tout patrimoine des Débiteurs si vous avez une réclamation née avant le **1er juin 2009**, y compris une Réclamation au titre de la section 503(b)(9), et qu'elle ne constitue pas une réclamation d'un autre type, décrite dans la Section 2 ci-dessous. Les faits et omissions des Débiteurs antérieurs au **1er juin 2009** peuvent donner lieu à des réclamations à l'encontre des Débiteurs qui doivent être déposées au plus tard à la Date limite applicable, nonobstant le fait que de telles réclamations peuvent ne pas être échues, déterminées ou liquides ou certaines avant le **1er juin 2009**.

En application de la section 101(5) du Code des faillites et tel qu'utilisé dans cet Avis, le terme « réclamation » signifie : (a) un droit à paiement, qu'un tel droit soit ou non réduit par un jugement, liquide, non liquide, déterminé, conditionnel, échu, non échu, contesté, incontesté, légal, équitable, garanti ou non garanti; ou (b) un droit à une juste réparation au titre d'une inexécution si une telle inexécution donne lieu à un droit à paiement, qu'un tel droit à une juste réparation soit réduit par un jugement, déterminé, conditionnel, échu, non échu, contesté, incontesté, garanti ou non garanti. En outre, les réclamations comprennent les créances non garanties, les créances garanties, les créances prioritaires et les Réclamations au titre de la section 503(b)(9) (telles que définies dans la Section 2(d) ci-dessous).

2. QUI N'EST PAS TENU DE DÉPOSER UNE PREUVE DE RÉCLAMATION?

Vous n'êtes pas tenu de déposer une Preuve de réclamation si :

(a) Votre réclamation est inscrite sur les Inventaires (tels que définis ci-dessous) et (i) n'est pas décrite dans les Inventaires comme « contestée », « conditionnelle » ou « non liquide », (ii) vous ne contestez pas le montant ou la nature de la réclamation inscrite sur les Inventaires et (iii) vous ne contestez pas que la réclamation est une obligation du Débiteur spécifique à l'encontre duquel la réclamation est inscrite sur les Inventaires;

(b) Votre réclamation a été intégralement payée;

(c) Vous détenez une participation dans un quelconque Débiteur et ladite participation est exclusivement basée sur la propriété d'actions ordinaires ou privilégiées, des participations de membre, des participations dans la société ou des garanties ou des droits d'acheter, de vendre ou de souscrire de telles actions ou participations; **sous réserve, toutefois**, que les détenteurs de participations qui souhaitent faire valoir à l'encontre d'un quelconque Débiteur des réclamations (à la différence de participations) découlant de ou relatives à la propriété ou l'achat d'une participation, y compris des réclamations découlant de ou relatives à la vente, l'émission ou la distribution de la participation, doivent déposer des Preuves de réclamation au plus tard à la Date limite applicable, sauf si une autre exception identifiée dans les présentes s'applique;

(d) Vous détenez une réclamation admise en tant que réclamation administrative dans le cadre des sections 503(b) et 507(a)(2) du Code des faillites; **sous réserve, toutefois, que les Réclamations au titre de la section 503(b)(9) soient sujettes à la Date limite générale comme indiqué ci-dessus**. La section 503(b)(9) dispose notamment : «… il doit exister des charges administratives admises… y compris… (9) la valeur de tout bien, reçu par le débiteur dans les 20 jours précédents la date de l'ouverture d'une instance en vertu de ce titre, à laquelle le bien a été vendu au débiteur dans le cadre normal des affaires d'un tel débiteur. » **En conséquence, si vous avez une Réclamation au titre de la section 503(b)(9), vous devez déposer une Preuve de réclamation au plus tard à la Date limite générale;**

(e) Vous détenez une réclamation qui a été admise par une ordonnance du Tribunal rendue au plus tard à la Date limite applicable;

(f) Vous détenez une réclamation à l'encontre d'un quelconque Débiteur pour laquelle un délai distinct est fixé par le Tribunal (après quoi vous serez requis de déposer une Preuve de réclamation dans ce délai distinct);

(g) Vous êtes un Débiteur dans ces instances ayant une réclamation à l'encontre d'un autre Débiteur;

(h) Vous êtes un affilié (au sens de la section 101(2) du Code des faillites) d'un quelconque Débiteur à la Date limite;

(i) Vous détenez une réclamation pour laquelle vous avez déjà valablement déposé une Preuve de réclamation à l'encontre d'un quelconque Débiteur auprès du greffier du Tribunal ou de The Garden City Group, Inc., l'agent des réclamations des Débiteurs, en utilisant un formulaire de réclamation substantiellement conforme au formulaire de Preuve de réclamation (tel que défini ci-dessous) ou au formulaire officiel 10; ou

(j) Vous détenez une réclamation exclusivement limitée au remboursement du principal, des intérêts et d'autres frais et charges à valoir sur ou en vertu de tout contrat (une « **Créance** ») régissant tout titre de créance émis par un quelconque Débiteur en vertu d'un contrat synallagmatique (conjointement, les « **Titres de créance** ») si le fiduciaire désigné par l'acte constitutif ou un représentant similaire dans le cadre du contrat synallagmatique applicable ou d'un contrat d'agence fiscale et de paiement dépose une Preuve de réclamation à l'encontre du Débiteur concerné, au plus tard à la Date limite, au titre de toutes les Créances à l'encontre d'un tel Débiteur en vertu des Titres de créance applicables, **sous réserve, toutefois**, qu'il soit exigé de tout détenteur d'une Créance souhaitant faire valoir une réclamation découlant d'un Titre de créance ou relative à un tel Titre de créance, autre qu'une Créance, qu'il dépose une Preuve de réclamation relative à une telle réclamation au plus tard à la Date limite, sauf si une autre exception identifiée dans les présentes s'applique. Les Titres de créance comprennent les contrats énumérés à la fin de cet Avis.

VOUS NE DEVEZ PAS DÉPOSER UNE PREUVE DE RÉCLAMATION SI VOUS N'AVEZ AUCUNE RÉCLAMATION À L'ENCONTRE DES DÉBITEURS.

3. CONTRATS À EXÉCUTER ET BAUX EN COURS

Si vous détenez une réclamation découlant du rejet d'un contrat à exécuter ou d'un bail en cours, vous devez déposer une Preuve de réclamation basée sur un tel rejet au plus tard (i) à la Date limite applicable ou (ii) à la date correspondant au **trentième jour** suivant l'ordonnance approuvant un tel rejet, à la dernière échéance. À défaut, il vous sera définitivement interdit de déposer une telle preuve. Nonobstant ce qui précède, si vous êtes partie à un contrat à exécuter ou un bail en cours et que vous souhaitez faire valoir une réclamation au titre de sommes impayées accumulées et dues en date du 1er juin 2009 en vertu dudit contrat à exécuter ou bail en cours (autre qu'une réclamation en dédommagement du rejet), vous devez déposer une Preuve de réclamation pour de telles sommes au plus tard à la Date limite, sauf si une exception identifiée ci-dessus s'applique.

4. QUAND ET OÙ EFFECTUER LE DÉPÔT?

Toutes les Preuves de réclamation doivent être déposées de sorte à être **effectivement reçues** au plus tard à la Date limite applicable à l'adresse suivante :

Si par service de messagerie de 24 h ou remise en main propre, à :

The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

Si par courrier de première classe, à :

The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
P.O. Box 9386
Dublin, Ohio 43017-4286

Ou, si par remise en main propre, à :

United States Bankruptcy Court, SDNY
One Bowling Green
Room 534
New York, New York 10004

Les Preuves de réclamation seront réputées déposées dans les délais uniquement si elles sont **effectivement reçues** par The Garden City Group, Inc. ou le Tribunal au plus tard à la Date limite applicable. Les Preuves de réclamation **ne** peuvent **pas** être délivrées par fac-similé, télécopie ou courrier électronique.

5. QUOI DÉPOSER?

Si vous déposez une Preuve de réclamation, celle-ci doit : (i) être écrite en anglais; (ii) être libellée dans la monnaie légale des États-Unis; (iii) être substantiellement conforme au formulaire officiel des faillites n° 10 (« **Formulaire de preuve de réclamation** »); (iv) indiquer le Débiteur à l'encontre duquel elle est déposée; (v) invoquer de manière détaillée les fondements légaux et factuels de la réclamation alléguée; (vi) inclure des pièces justificatives ou un exposé des raisons pour lesquelles de telles pièces ne sont pas disponibles; et (vii) être **signée** par le réclamant ou, si le réclamant n'est pas une personne physique, par un représentant autorisé du réclamant.

SI VOUS FAITES VALOIR UNE RÉCLAMATION À L'ENCONTRE DE PLUSIEURS DÉBITEURS, DES PREUVES DE RÉCLAMATION DISTINCTES DOIVENT ÊTRE DÉPOSÉES À L'ENCONTRE DE CHAQUE DÉBITEUR ET VOUS DEVEZ IDENTIFIER LE DÉBITEUR PARTICULIER À L'ENCONTRE DUQUEL VOTRE RÉCLAMATION EST ÉMISE, AINSI QUE LE NUMÉRO DE L'AFFAIRE DE L'INSTANCE DE FAILLITE DE CE DÉBITEUR, SUR VOTRE PREUVE DE RÉCLAMATION. UNE LISTE DES NOMS DES DÉBITEURS ET DE LEURS NUMÉROS D'AFFAIRE EST COMMUNIQUÉE CI-DESSUS.

Des Formulaires de preuve de réclamation supplémentaires peuvent être obtenus à l'adresse www.uscourts.gov/bkforms/ ou www.motorsliquidation.com.

NOUS VOUS RECOMMANDONS DE JOINDRE À VOTRE FORMULAIRE DE PREUVE DE RÉCLAMATION COMPLÉTÉ DES COPIES DE TOUS LES DOCUMENTS SUR LESQUELS VOTRE RÉCLAMATION EST FONDÉE. NOUS VOUS RECOMMANDONS DE JOINDRE UN RÉSUMÉ SI LES DOCUMENTS SONT VOLUMINEUX.

6. CONSÉQUENCE D'UN DÉFAUT DE DÉPÔT DE PREUVE DE RÉCLAMATION AU PLUS TARD À LA DATE LIMITE

À l'exception des réclamations du type décrit dans la Section 2 ci-dessus, tout créancier qui ne dépose pas une Preuve de réclamation au plus tard à la Date limite sous la forme appropriée et conformément aux procédures décrites dans cet Avis pour toute réclamation qu'un tel créancier détient ou souhaite faire valoir à l'encontre de chacun des Débiteurs, sera à jamais proscrit, c'est-à-dire se verra interdit, de faire valoir la réclamation à l'encontre de chacun des Débiteurs et de leur patrimoine respectif (ou de déposer une Preuve de réclamation relative à la réclamation) et chacun des Débiteurs et leur patrimoine, successeurs et propriété respectifs au titre du chapitre 11 seront à jamais déchargés de tout endettement ou de toute responsabilité quant à la réclamation. Par ailleurs le détenteur de la réclamation ne sera pas autorisé à voter pour accepter ou rejeter tout plan au titre du chapitre 11 déposé dans le cadre de ces instances au titre du chapitre 11, à participer à une quelconque répartition dans le cadre d'une quelconque instance au titre du chapitre 11 des Débiteurs au titre de la réclamation ou à recevoir des avis supplémentaires portant sur une quelconque instance au titre du chapitre 11 des Débiteurs.

7. LES INVENTAIRES DES DÉBITEURS, LEUR ACCÈS ET LES CONSÉQUENCES DE LEUR MODIFICATION

Vous pouvez être mentionné comme le détenteur d'une réclamation à l'encontre d'un ou plusieurs Débiteurs dans les Inventaires des actifs et passifs et/ou les Inventaires des contrats à exécuter et des baux en cours (collectivement, les « **Inventaires** »). Si vous vous reposez sur les Inventaires des débiteurs, vous assumez la responsabilité de déterminer si la réclamation est inscrite avec exactitude dans les Inventaires.

Comme indiqué ci-dessus, si vous acceptez la classification et le montant de votre réclamation telle qu'elle est inscrite dans les Inventaires des débiteurs et si vous ne contestez pas le fait que votre réclamation ne s'applique qu'à l'encontre du Débiteur spécifié et si votre réclamation n'est pas décrite comme « contestée », « conditionnelle » ou « non liquide », il n'est pas nécessaire que vous déposiez une Preuve de réclamation. Autrement, ou si vous décidez de déposer une Preuve de réclamation, vous devez agir avant la Date limite, conformément aux procédures exposées dans cet Avis.

Des copies des Inventaires peuvent être consultées par les parties intéressées sur le rôle électronique du Tribunal pour les instances au titre du chapitre 11 des Débiteurs. Ce rôle est publié sur Internet aux adresses www.motorsliquidation.com et www.nysb.uscourts.gov (une ouverture de cession et un mot de passe PACER sont requis et peuvent être obtenu auprès du Centre de service PACER à l'adresse www.pacer.psc.uscourts.gov). Des copies des Inventaires peuvent aussi être consultées par les parties intéressées entre 9 h 00 et 16 h 30 (heure normale de l'Est) au bureau du greffier du Tribunal des faillites, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 511, New York, New York 10004. Des copies des Inventaires des Débiteurs peuvent aussi être obtenues sur demande écrite auprès de l'agent des réclamations des Débiteurs à l'adresse et au numéro de téléphone indiqués ci-dessous :

The Garden City Group, Inc., Attn: Motors Liquidation Company,
P.O. Box 9386, Dublin, Ohio 43017-4286, 1-703-286-6401

Dans l'éventualité d'une modification des inventaires par les Débiteurs pour (a) désigner une réclamation comme contestée, conditionnelle, non liquide ou indéterminée, (b) changer le montant d'une réclamation qui y est reflétée, (c) changer la classification d'une réclamation qui y est reflétée ou (d) ajouter une réclamation non inscrite sur les Inventaires, les Débiteurs vous notifieront de la modification. En pareil cas, le délai que vous devrez respecter pour déposer une Preuve de réclamation au titre d'une telle réclamation est (a) la Date limite applicable ou (b) la date correspondant au **trentième jour** suivant la délivrance d'un avis de modification par les Débiteurs, à la dernière échéance.

Il est recommandé au titulaire d'une réclamation éventuelle à l'encontre des Débiteurs de consulter un avocat à propos à tout sujet non couvert par cet Avis, tel que la question de savoir si le titulaire doit déposer une Preuve de réclamation.

LE : 16 septembre 2009
New York, New York

SUR L'ORDRE DU TRIBUNAL

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Téléphone : (212) 310-8000
Fax : (212) 310-8007

AVOCATS DES DÉBITEURS ET DÉBITEURS EN POSSESSION

D000054993

Certains Titres de créance

	Titre de créance	Numéros CUSIP, ISIN ou de sécurité suisse
1	Contrat synallagmatique daté du 15 novembre 1990, entre GM et Citibank en qualité de fiduciaire désigné par l'acte constitutif	n° CUSIP 370442AN5, 370442AJ4, 370442AR6, 37045EAG3, 37045EAS7
2	Contrat synallagmatique, daté du 7 décembre 1995, entre GM et Citibank en qualité de fiduciaire désigné par l'acte constitutif	n° CUSIP 370442AT2, 370442AU9, 370442AV7, 370442AZ8, 370442BB0, 370442816, 370442774, 370442766, 370442758, 370442741, 370442733, 370442725, 370442BQ7, 370442BT1, 370442717, 370442BW4, 370442BS3, 370442121, 370442691
3	Acte de fiducie daté du 1er juillet 1995, entre Michigan Strategic Fund et Dai-Ichi Kangyo Trust Company of New York (obligation-recettes de conversion relatives au contrôle de la pollution à taux interchangeables combinés de 58 800 000 $)	n° CUSIP 594693AQ6
4	Acte de fiducie daté du 1er juillet 1994, entre la ville de Moraine, Ohio et Dai-Ichi Kangyo Trust Company of New York (obligation-recettes relatives à l'élimination des déchets solides de 12 500 000 $)	n° CUSIP 616449AA2
5	Acte de fiducie daté du 1er juillet 1999, entre la ville de Moraine, Ohio et Dai-Ichi Kangyo Trust Company of New York (obligation-recettes relatives à l'élimination des déchets solides de 10 000 000 $)	n° CUSIP 616449AB0
6	Acte de fiducie daté du 1er décembre 2002, entre la ville de Fort Wayne, Indiana, JPMorgan Chase Bank et Bank One Trust Company, N.A., (obligation-recettes de conversion relatives au contrôle de la pollution de 31 000 000 $)	n° CUSIP 349272AT1
7	Acte de fiducie daté du 1er mars 2002, entre Ohio Water Development Authority et JPMorgan Chase Bank (obligation-recettes de conversion relatives au contrôle de la pollution de l'État de l'Ohio de 20 040 000 $)	n° CUSIP 667596AU2
8	Acte de fiducie daté du 1er décembre 2002, entre Ohio Water Development Authority et JPMorgan Chase Bank (obligation-recettes relatives à l'élimination des déchets solides de l'État de l'Ohio de 46 000 000 $)	n° CUSIP 67759ABC2
9	Acte de fiducie daté du 1er avril 1984, entre la ville d'Indianapolis, Indiana, Bankers Trust Company et The Indiana National Bank (obligation-recettes relatives au contrôle de la pollution de 1 400 000 $)	n° CUSIP 455329AB8
10	Contrat d'agence fiscale et de paiement daté du 3 juillet 2003, entre GM, Deutsche Bank AG London, en qualité d'agent fiscal et d'agent payeur et la Banque Générale du Luxembourg S.A., en qualité d'agent payeur	n° ISIN XS0171942757, XS0171943649
11	Contrat d'agence fiscale et de paiement daté du 10 juillet 2003, entre GM Nova Scotia Finance Company, GM, en qualité de garant, Deutsche Bank Luxembourg S.A., en qualité d'agent fiscal et de paiement et Banque Générale du Luxembourg S.A., en qualité d'agent de paiement	n° ISIN XS0171922643, XS0171908063
12	Contrat d'achat d'obligations et d'agence de paiement daté du 28 mai 1986, entre GM et Credit Suisse	n° de sécurité suisse 876 926

Anxiety in Canada Over Near Parity With U.S. Dollar

By IAN AUSTEN

OTTAWA — For Canadians looking to escape winter's premature arrival in many parts of the country by visiting the United States, the equally unexpected movement of the Canadian dollar toward parity with its American counterpart is welcome news. For corporate Canada, however, the development is less inspiring.

At Cascades, a producer of cardboard used to make boxes and tissue paper, every cent the Canadian dollar gains shaves 4 million Canadian dollars from its operating earnings.

With 40 percent of the Canadian economy dependent on trade, mostly with the United States, the prospect of the two currencies being at par for the second time since 2007 probably creates more anxiety than joy in Canada. And while currencies around the world have been rising against the United States dollar, many are laggards compared with Canada's. Since mid-March the Canadian dollar has risen 27 percent, closing on Wednesday at 97.30 cents, up from 76.53 cents.

"The Canadian dollar is a strong threat to the economy," said David Watt, a vice president and senior currency strategist at the Royal Bank of Canada. "Once the Canadian dollar starts getting to levels like parity, the recovery scenario goes from assured to dicey."

Most economists and businesses had forecast that the Canadian dollar would appreciate this year and had set their budgets and, in the case of large corporations, their currency hedging strategies appropriately. But few if any of them anticipated that the rise would be as rapid and that the result would most likely be parity.

Mr. Watt was among the surprised. He cites the usual reasons for the Canadian dollar's rise: increased prices for oil and other Canadian commodities as well as the worldwide disfavor that has fallen upon the United States dollar. But the speed and rate of the change, he said, came from unexpectedly high demand from China for Canadian commodities.

Thomas J. Velk, an economics professor at McGill University in Montreal, said he believes that the Canadian currency's movement also reflects the perceptions by the currency markets of the economic prospects of the United States.

The Canadian dollar has risen 27% since the middle of March.

"It's a very loud and clear statement about the failure of Obama's policies," he said. That dissatisfaction is causing some capital movement from the United States to Canada, in Professor Velk's analysis. And that trend, he added, is amplified by recent investments in Canadian mining and energy companies by their Chinese customers.

In 2007, exports were strong when Canadian companies were confronted by a high dollar. That, however, is no longer the case partly because Canada's manufacturing sector is particularly dependent on the American automotive industry.

Since July 2008, Canadian exports have fallen 21.3 percent by volume, and export prices are down 16.3 percent, according to Statistics Canada, a government agency.

Economists looking for good news two years ago said that the strong dollar would make it easier for Canadian companies to increase their productivity, which lags behind that of the United States, by reducing the cost of new machinery and systems. About 80 percent of machinery and computer systems used in Canada are imported, Craig Alexander, an economist with the Toronto-Dominion Bank estimates, and most of that is priced in United States dollars regardless of its country of origin.

That investment generally did not happen, however. Capital investment by Canadian companies rose 4.38 percent in 2007, compared with 10 percent the year earlier. The increase was just 0.5 percent last year as companies struggled with the recession, Mr. Alexander said.

Not every company, however, avoided adjustments. Didier Filion, the director of investor relations for Cascades, which is based in Kingsey Falls, Quebec, said that the previous move of the dollar to parity prompted the company to permanently close underperforming mills and expand automation in those that remained.

Cascades also shifted production of some products it mainly sold in the United States to mills in that country. Still the United States accounts for about 45 percent of the sales of Cascades but only 33 percent of its production.

"The first time in 2007 was a practice round," Mr. Filion said. "This time we're ready to face it."

In speeches over the last several months, Mark J. Carney, the governor of the Bank of Canada, has warned currency markets that he will take action if the Canadian dollar, as he put in it a recent interview with the Canadian Broadcasting Corporation "appears to move away from fundamentals."

If and when that time comes, Mr. Carney said he may resort to "quantitative easing, the printing of money" given that he has effectively exhausted interest rate cuts.

Mr. Carney has avoided defining what exchange rate might prompt action.

But several business groups in Canada argue that the time has come.

"The recent movements up and down look more like a penny stock than a currency," said Avrim Lazar, the president and chief executive of the Forest Products Association of Canada. "The time for talking the dollar down has passed. This is the sort of thing that will just suck the life out of the recovery."

Obama Seeks $250 Check For Retirees And Veterans

By JACKIE CALMES

WASHINGTON — President Obama urged Congress on Wednesday to authorize a second $250 stimulus check to be sent early next year to an estimated 57 million Social Security recipients, veterans and people with disabilities.

In effect, the payment would be in lieu of a cost-of-living increase for Social Security beneficiaries next year. The White House request, and receptive statements from Congressional Democratic leaders, anticipated an announcement on Thursday from the Social Security Administration that there would be no cost-of-living adjustment for 2010 because the inflation rate has been negative as the recession has driven down prices.

By contrast, a year ago the cost of living adjustment was 5.8 percent, reflecting strong inflation and high energy prices.

White House officials put the cost of the checks at $13 billion.

Money in lieu of a cost-of-living increase in Social Security.

The first $250 checks went out in May as part of the $787 billion two-year stimulus package. As with that package, the officials said Mr. Obama would not ask Congress to offset the cost with other savings because the checks were intended to stimulate the economy, and budget cuts or tax increases would defeat that.

The money would go to all Social Security beneficiaries, regardless of their income, as well as disabled veterans, those eligible for railroad retirement payments and people who receive federal and state government pensions instead of Social Security.

Mark Zandi, chief economist of Moody's Economy.com, said the checks would not add a lot to economic growth early next year. But, he added, "This is symbolic of policy makers' willingness to provide more temporary help to the economy, which I believe is appropriate."

Support for the additional payments is certain to be bipartisan, given the political influence of older Americans, but Republicans will almost certainly seize the opportunity to draw attention to persistent economic woes.

"This regrettably shows that families and seniors continue to struggle in this severe economic downturn, and that the 'stimulus' has failed to live up to its billing," said Antonia Ferrier, a spokeswoman for John A. Boehner, Republican of Ohio and the House minority leader.

Delphi Legal Information Hotline: Toll Free: (800) 718-5305 International: (248) 813-2698
Delphi Legal Information Website: http://www.delphidocket.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
In re DELPHI CORPORATION, et al., Debtors.
Chapter 11
Case No. 05-44481 (RDD)
(Jointly Administered)

NOTICE OF (A) ORDER APPROVING MODIFICATIONS TO FIRST AMENDED JOINT PLAN OF REORGANIZATION OF DELPHI CORPORATION AND CERTAIN AFFILIATES, DEBTORS AND DEBTORS-IN-POSSESSION …

[illegible]

7. Release By Holders Of Claims And Interests. On the Effective Date, (a) each Person who votes to accept the Modified Plan and (b) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each entity (other than a Debtor) which has held, holds, or may hold a Claim against or Interest in the Debtors, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Modified Plan and Cash, General Unsecured MDA Distribution, and other contracts, instruments, releases, agreements, or documents to be delivered in connection with the Modified …

… compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code shall file an application with the clerk of the Bankruptcy Court on or before November 20, 2009, and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be decided by the Bankruptcy Court and the Bankruptcy Code on or before November 20, 2009, or be forever barred from seeking such compensation or expense reimbursement.

Dated: New York, New York, October 6, 2009

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr., John K. Lyons, Ron E. Meisler, 155 North Wacker Drive, Chicago, Illinois 60606, (312) 407-0700

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti, Four Times Square, New York, New York 10036, (212) 735-3000

Attorneys for Delphi Corporation, et al., Debtors and Debtors-in-Possession

NOTICE OF VOTING RIGHTS AND HEARING TO CONSIDER WHETHER TO CONFIRM THE PLAN OF REORGANIZATION OF PITTSBURGH CORNING CORPORATION

PITTSBURGH CORNING CORPORATION ("PCC") has proposed a Modified Third Amended Plan of Reorganization (the "Plan"). Those with claims against PCC; those with asbestos personal injury claims (as defined in the Plan) against PCC or its parent corporations, **PPG INDUSTRIES, INC. ("PPG")** or **CORNING INCORPORATED ("Corning")** can vote to accept or reject the Plan by **November 16, 2009**. The United States Bankruptcy Court for the Western District of Pennsylvania (the "Court") will consider whether to confirm the Plan at a hearing starting **January 11, 2010**.

A Solicitation Package containing detailed information and ballots for voting on the Plan has been sent to all known claimants or their lawyers, and is available as described below.

KEY ELEMENTS OF THE PLAN

The Plan proposes to create a trust to pay asbestos personal injury claims arising from exposure to a former PCC product called Unibestos. An injunction under section 524(g) of the Bankruptcy Code will result in the permanent channeling of asbestos personal injury claims against PCC or any Asbestos Protected Party (as defined in the Plan). This injunction will prohibit people with asbestos personal injury claims from suing the parties protected by the injunction. If you think you may have such an asbestos personal injury claim, you should read the Disclosure Statement and Plan carefully for details about how your rights may be affected.

VOTING ON THE PLAN

There is information in the Solicitation Package that describes exactly who can vote and how to vote. You do not have to vote, but you are encouraged to do so if you are eligible. To be counted, a ballot **must be received by the Voting Agent by 5:00 p.m. (Eastern Time) on November 16, 2009.**

THE HEARING ON THE PLAN

A hearing to consider confirmation of the Plan will begin before Judge Judith K. Fitzgerald at the **U.S. Bankruptcy Court, Western District of Pennsylvania, in Courtroom A, U.S. Steel Tower, 54th Floor, 600 Grant Street, Pittsburgh PA on January 11, 2010 at 9:30 a.m. (Eastern Time)**. You may attend the hearing but you are not required to do so. Objections, if any, must be **submitted in writing and filed with the Court by November 11, 2009**, as described in the Solicitation Package.

ADDITIONAL INFORMATION

If you believe that you have a claim against PCC, and you or your lawyer did not receive a Solicitation Package, you may obtain a Solicitation Package by calling the Voting Agent at (973) 509-3190, visiting www.asbestos-pcc.com or www.loganandco.com, or writing to Logan & Company at 546 Valley Road, Upper Montclair, NJ 07043.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
In re MOTORS LIQUIDATION COMPANY f/k/a GENERAL MOTORS CORPORATION, et al., Debtors.
Chapter 11 Case No. 09-50026 (REG)
(Jointly Administered)

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE)

[illegible]

Cover story

'Generalized' farce keeps Python relevant

Continued from 1D

awards.' Otherwise, you're stuck with these extremely tedious things where people tell you about yourself," says Idle, who isn't necessarily keen about reminiscing. "It's like talking about sex. It's more fun to do than to talk about."

Others would think awards are fitting for a group that hasn't performed together in more than 25 years yet remains popular across cultures and generations. "I keep bumping into people with children and they all keep saying, 'Oh, my kid, he just discovered Python.' And I say, 'How old is he?' And, invariably, 11 is the number," Gilliam says.

In addition to the original show and films including *The Life of Brian*, *Monty Python and the Holy Grail*, and *And Now for Something Completely Different*, Python fans have seen comic bits reassembled in the Tony-winning *Spamalot* and a limited run of *An Evening Without Monty Python*, testament to the timeless stew of absurdity, whimsy and farce with sides of edge and erudition.

Idle, with composer John Du Prez, was behind both shows. Of the original works in *Evening*, he says: "We decided to put them out there and see if they were still funny. The answer is yes." Gilliam's fatalistic take: "If we're going to be ripped off, it might as well be one of us doing it."

Hank Azaria became a Python fan at 11; later, he starred in *Spamalot*. "I think it's fair to call their stuff timeless and classic," says the actor, noting that *Holy Grail* bits in the musical drew a great audience response. "Good writing really holds up."

Interviews, films, sketches

The six-hour *Almost the Truth* tracks the six from their youth — five hail from the U.K., Gilliam from Minnesota — to the four-season TV series, *Monty Python's Flying Circus*, to the films. The IFC "Python-a-thon" also will feature *Holy Grail*, *Brian* and *Monty Python Live at the Hollywood Bowl*.

The documentary contains extensive interviews with surviving members, archival footage of Chapman and comments by Jimmy Fallon, Eddie Izzard, Stephen Merchant, Lorne Michaels and others. It shows the collaboration — and the conflicts and troubles, such as Gilliam's and Jones' directorial struggles on *Holy Grail* and Chapman's alcohol problem.

DVD and Blu-ray versions, out Oct. 27, include some legendary sketches, including The Parrot Sketch, The Cheese Shop, Spanish Inquisition, The Fish Slapping Dance, The Lumberjack Song and the Ministry of Silly Walks.

What made them classics? "The dead parrot became a classic because of the brilliance of my writing, and the Silly Walk sketch became a classic because of the brilliance of my performance, in spite of Michael Palin's performance," Cleese harrumphs in an e-mail interview.

Four Pythons will continue to celebrate the Ruby Jubilee (as Idle calls it) when Gilliam, Jones and Palin join Idle for the oratorio *Not the Messiah (He's a Very Naughty Boy)*, rooted in *Brian*, on Oct. 23 at London's Royal Albert Hall. They will be missing Cleese. "Well, maybe not," Idle says. "He can be a bit grumpy on those occasions."

Any get-together is a rare event. Jones, Palin and Gilliam, now a British citizen, live in England, Idle and Cleese in California. "There's a balance in nature, clearly," Gilliam says. "One American equals two Englishmen."

Says Cleese: "I still contact my Python friends, whenever I remember their names — some are more difficult than others, but none of them is easy."

Jones is surprised at Python's durability. "I don't think any of us thought when we made the TV shows that we would still be doing interviews about the shows and films 40 years later. It's a bit of luck it's happened."

No current events, 'just antics'

Specifically, he says, Pythonmania almost ended before it started. *Flying Circus* premiered just after BBC1 switched to color, Jones says. A black-and-white series could have quickly become dated and lost appeal to later generations, he says. More significantly, the videotapes containing the shows were scheduled to be erased and reused.

"So we smuggled the tapes out of the BBC and made VCR tapes of them," Jones says. "For six months, I thought the only record of the shows was going to be in my cellar." But after the British run ended in 1974, Python found a huge new audience on U.S. public television.

Cleese attributes Python's longevity to a combination of original work and comic stereotypes recognizable in other cultures.

Python tweaked a still-sturdy British society but avoided topical humor, which lets today's fans enjoy it without having a knowledge of, say, English politics in the 1970s. "We followed a satire boom in England and, therefore, we couldn't do satire," Idle says. "Our humor had to be generalized, so it was satire about generalized comedy figures rather than particular names" future generations might not recognize.

Says Palin: "There was a lot of pure farce, just antics. You didn't have to know anything about the Spanish Inquisition. You'd just see guys coming in at the wrong time and getting the words wrong."

Save for some precincts of cable (along with Fox's *Family Guy*), Gilliam says performers today don't have as much creative room. "Here were six guys doing what they wanted," he says. "No managers, no agents, no studio executives, no marketing people saying, 'Go for this demographic, go for that audience.' Six guys making each other laugh and having the freedom to do so, and the BBC's willingness to put it on the air."

As far as Pythonic signs in today's performers, Gilliam sees kinship with *Family Guy* and *South Park*. *South Park* creators Trey Parker and Matt Stone "say they're my children in animation. They continue to be far more outrageous than Python."

Conversely, Jones says there is much comic talent today but no Python descendants. "I don't really see it. I think we kind of stultified other people. They'd say, 'Oh well, they've done that.' "

Test your Python IQ and see a clip from *Almost the Truth* at life.usatoday.com.

Cleese doesn't, either, "but that's because I don't watch much comedy these days, as I get better laughs from Sean Hannity's show."

For all the silliness, the Oxford- and Cambridge-heavy troupe has eclectic skills and interests, too. Palin, the host of numerous travel documentaries, is president of the Royal Geographical Society. Gilliam's latest directorial effort, *The Imaginarium of Dr. Parnassus* with Heath Ledger, Johnny Depp, Jude Law and Colin Farrell, opens at Christmas.

Jones, a writer and lecturer who feels "a burning need" to restore the reputation of King Richard II, says his interest in the Middle Ages dovetailed with *Holy Grail*. "In the original screenplay, half took place in medieval times and half took place in the present day. I think they found the Holy Grail in Harrods because that's the store that has everything," Jones says. "I suggested to the others, 'Why don't we set it all in the Middle Ages?' And to my surprise, everybody agreed."

They didn't always; Cleese and Jones could agitate each other. "I think John knew he could wind me up because I tended to explode, and he liked playing games with people," Jones says. But "because we all thought a lot of what each other did, everybody had a respect for the other writers. So if they said it's not funny, well, you thought, 'Oh, it's not funny.' "

But one endeavor they could all agree on: "We all enjoyed getting into drag," Palin says. "Whatever they might say, we enjoyed slipping a dress on and wrestling in the mud."

The original troupers: Pythonesque to this day

The founding members of the Monty Python troupe — who they are, what they like, and what they're doing today:

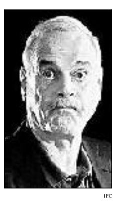
IFC

Terry Jones, 67

Favorite Python moment: Pianist Svatoslav Richter playing a concerto while escaping from a straitjacket, six padlocks and a sack. "In the end, it was the films I enjoyed most, and directing the movies."

Comedy favorites: Eddie Izzard, Ricky Gervais. "I think the genius of the cinema is Woody Allen."

Projects and releases: Working on a screenplay from 2001 that he once gave up on; writing an opera for the Royal Opera House. "It's quite a departure for the Royal Opera House."



John Cleese, 69

Best Python moments: "The nature documentary (in the pantomime horse episode); reading Cheese Shop and causing Michael Palin to fall off his chair laughing."

Comedy favorites: Jerry Seinfeld, Eddie Izzard, Bill Bailey, Jay Leno, Bill Maher.

Projects and releases: Tuesday's release of the remastered *Fawlty Towers* DVD (favorite scene: Fire Bell sequence in the "Germans" episode); a musical version of *A Fish Called Wanda* he's writing with daughter Camilla; a movie script with Lisa Hogan.

IFC

Michael Palin, 66

Favorite Python sketch: "I think The Fish-Slapping Dance is quintessential Python. It's short, silly, but it has a certain formality that makes it funny each time."

Comedy curiosity: "The comedy of observation like *The Office* and Steve Coogan, who does the *Alan Partridge* shows. They take a different tack from Python."

Projects and releases: *Halfway to Hollywood*, his diaries of the 1980s, which include *Monty Python Live at the Hollywood Bowl*, *Life of Brian* and *Meaning of Life*; writing follow-up to 1994 novel.

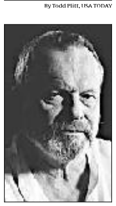
By Todd Plitt, USA TODAY

Eric Idle, 66

Favorite Python scenes: Playing jailer (Gilliam) and jailer's assistant (Idle) in *Life of Brian*; sketches included in *An Evening Without Monty Python*; The Spanish Inquisition and The Argument.

Comedy favorites: *The Mighty Boosh*; *Flight of the Conchords*; *Nurse Jackie*.

Projects and releases: *Not the Messiah (He's a Very Naughty Boy)*, an oratorio to be performed with three other Pythons Oct. 23; edited the book *Monty Python Live!*; *Spamalot*, created with John Du Prez, is finishing its tour.



IFC

Terry Gilliam, 68

Favorite Python sketch: The one in which Cleese drags a bag with his dead mother into a funeral home, trying to figure out whether "to cremate, bury or possibly eat her. It's the most outrageous, offensive, horrible kind of idea, and I'm proud we got that through."

TV favorites: *South Park*, *Family Guy*, *Dexter*, *The Simpsons*.

Projects and releases: The director has *The Imaginarium of Dr. Parnassus* in December, *Upcoming film project: The Man Who Killed Don Quixote*.

By Joe Mahoney, AP

Graham Chapman, died 1989

Thoughts on Chapman:

Palin: "I look at the work he did, especially the central performances in *Grail* and *Brian*, and I think there's some of the best, if not the best, sustained acting in any of the Python shows."

Idle: "He was the empathetic one. He brought a certain peaceful quality. Graham was the interpreter or the glue who kept people together. . . . He absolutely had his personal issues, which were difficult. When he cleared up, he was wonderful."

NOTICES

LEGAL NOTICE

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

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

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE)

TO ALL PERSONS AND ENTITIES WITH CLAIMS (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE) AGAINST A DEBTOR SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtors in the Past 8 Years
Motors Liquidation Company (f/k/a **General Motors Corporation**)	09-50026	38-0572515	General Motors Corporation GMC Truck Division NAO Fleet Operations GM Corporation GM Corporation-GM Auction Department National Car Rental National Car Sales Automotive Market Research
MLCS, LLC (f/k/a **Saturn, LLC**)	09-50027	38-2577506	Saturn, LLC Saturn Corporation Saturn Motor Car Corporation GM Saturn Corporation Saturn Corporation of Delaware
MLCS Distribution Corporation (f/k/a **Saturn Distribution Corporation**)	09-50028	38-2755764	Saturn Distribution Corporation
MLC of Harlem, Inc. (f/k/a **Chevrolet-Saturn of Harlem, Inc.**)	09-13558	20-1426707	Chevrolet-Saturn of Harlem, Inc. CKS of Harlem

PLEASE TAKE NOTICE THAT, on September 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), having jurisdiction over the chapter 11 cases of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**") entered an order (the "**Bar Date Order**") establishing (i) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) to file a proof of claim ("**Proof of Claim**") based on prepetition claims, including a claim under section 503(b)(9) of the Bankruptcy Code, as described more fully below (a "**503(b)(9) Claim**"), against any of the Debtors (the "**General Bar Date**"); and (ii) **November 30, 2009, at 5:00 p.m. (Eastern Time)** as the last date and time for each governmental unit (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim based on prepetition claims against any of the Debtors (the "**Governmental Bar Date**" and, together with the General Bar Date, the "**Bar Dates**").

The Bar Date Order, the Bar Dates and the procedures set forth below for the filing of Proofs of Claim apply to all claims against the Debtors (other than those set forth below as being specifically excluded) that arose prior to **June 1, 2009**, the date on which the Debtors commenced their cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

If you have any questions relating to this Notice, please feel free to contact AlixPartners at 1-800-414-9607 or by e-mail at claims@motorsliquidation.com. In addition, you may contact the Official Committee of Unsecured Creditors through its website at www.motorsliquidationcreditorscommittee.com or at 1-212-715-3275.

YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a **Proof of Claim** to vote on a chapter 11 plan filed by the Debtors or to share in any of the Debtors' estates if you have a claim that arose prior to **June 1, 2009**, including a 503(b)(9) Claim, and it is not one of the other types of claims described in Section 2 below. Acts or omissions of the Debtors that arose before **June 1, 2009** may give rise to claims against the Debtors that must be filed by the applicable Bar Date, notwithstanding that such claims may not have matured or become fixed or liquidated or certain prior to **June 1, 2009.**

Pursuant to section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, priority claims, and 503(b)(9) Claims (as defined in Section 2(d) below).

2. WHO NEED NOT FILE A PROOF OF CLAIM

You need not file a Proof of Claim if:

(a) Your claim is listed on the Schedules (as defined below) and (i) is **not** described in the Schedules as "disputed", "contingent", or "unliquidated", (ii) you do **not** dispute the amount or nature of the claim set forth in the Schedules, and (iii) you do **not** dispute that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

(b) Your claim has been paid in full;

(c) You hold an interest in any of the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; **provided**, **however**, that interest holders who wish to assert claims (as opposed to ownership interests) against any of the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies;

(d) You hold a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative claim; **provided, however, 503(b)(9) Claims are subject to the General Bar Date as provided above.** Section 503(b)(9) provides in part: "...there shall be allowed administrative expenses...including...(9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." **Accordingly, if you have a 503(b)(9) Claim, you must file a Proof of Claim on or before the General Bar Date;**

(e) You hold a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;

(f) You hold a claim against any of the Debtors for which a separate deadline is fixed by the Court (whereupon you will be required to file a Proof of Claim by that separate deadline);

(g) You are a Debtor in these cases having a claim against another Debtor;

(h) You are an affiliate (as defined in section 101(2) of the Bankruptcy Code) of any Debtor as of the Bar Date;

(i) You hold a claim for which you have already properly filed a Proof of Claim against any of the Debtors with the Clerk of the Court or The Garden City Group, Inc., the Debtors' claims agent, utilizing a claim form that substantially conforms to the Proof of Claim Form (as defined below) or Official Form 10; or

(j) You hold a claim that is limited exclusively to the repayment of principal, interest and other fees and expenses on or under any agreements (a "**Debt Claim**") governing any debt security issued by any of the Debtors pursuant to an indenture (together, the "**Debt Instruments**") if the indenture trustee or similar fiduciary under the applicable indenture or fiscal and paying agency agreement files a Proof of Claim against the applicable Debtor, on or before the Bar Date, on account of all Debt Claims against such Debtor under the applicable Debt Instruments, **provided**, **however**, that any holder of a Debt Claim wishing to assert a claim arising out of or relating to a Debt Instrument, other than a Debt Claim, shall be required to file a Proof of Claim with respect to such claim on or before the Bar Date, unless another exception identified herein applies. Debt Instruments include those agreements listed at the end of this Notice.

YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.

3. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising from the rejection of an executory contract or unexpired lease, you must file a Proof of Claim based on such rejection by the later of (i) the applicable Bar Date, and (ii) the date which is **thirty days** following the entry of the order approving such rejection or you will be forever barred from doing so. Notwithstanding the foregoing, if you are a party to an executory contract or unexpired lease and you wish to assert a claim on account of unpaid amounts accrued and outstanding as of June 1, 2009 pursuant to that executory contract or unexpired lease (other than a rejection damages claim), you must file a Proof of Claim for such amounts on or before the applicable Bar Date unless an exception identified above applies.

4. WHEN AND WHERE TO FILE

All Proofs of Claim must be filed so as to be **actually received** on or before the applicable Bar Date at the following address:

If by overnight courier or hand delivery to:
The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

If by first-class mail, to:
The Garden City Group, Inc.
Attn: Motors Liquidation Company Claims Processing
P.O. Box 9386
Dublin, Ohio 43017-4286

Or if by hand delivery to:
United States Bankruptcy Court, SDNY
One Bowling Green, Room 534
New York, New York 10004

Proofs of Claim will be deemed timely filed only if **actually received** by The Garden City Group, Inc. or the Court on or before the applicable Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission.

5. WHAT TO FILE

If you file a Proof of Claim, your filed Proof of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States; (iii) conform substantially to Official Bankruptcy Form No. 10 ("**Proof of Claim Form**"); (iv) state the Debtor against which it is filed; (v) set forth with specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation or an explanation as to why such documentation is not available; and (vii) be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

IF YOU ARE ASSERTING A CLAIM AGAINST MORE THAN ONE DEBTOR, SEPARATE PROOFS OF CLAIM MUST BE FILED AGAINST EACH SUCH DEBTOR AND YOU MUST IDENTIFY ON YOUR PROOF OF CLAIM THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED AND THE CASE NUMBER OF THAT DEBTOR'S BANKRUPTCY CASE. A LIST OF THE NAMES OF THE DEBTORS AND THEIR CASE NUMBERS IS SET FORTH ABOVE.

Additional Proof of Claim Forms may be obtained at www.uscourts.gov/bkforms/ or www.motorsliquidation.com.

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY WRITINGS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

Except with respect to claims of the type set forth in Section 2 above, any creditor who fails to file a Proof of Claim on or before the applicable Bar Date in the appropriate form in accordance with the procedures described in this Notice for any claim such creditor holds or wishes to assert against each of the Debtors, will be forever barred – that is, forbidden – from asserting the claim against each of the Debtors and their respective estates (or filing a Proof of Claim with respect to the claim), and each of the Debtors and their respective chapter 11 estates, successors, and property will be forever discharged from any and all indebtedness or liability with respect to the claim, and the holder will not be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases, participate in any distribution in any of the Debtors' chapter 11 cases on account of the claim, or receive further notices with respect to any of the Debtors' chapter 11 cases.

7. THE DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**"). If you rely on the Debtors' Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules.

As set forth above, if you agree with the classification and amount of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim is only against the specified Debtor, and if your claim is not described as "disputed", "contingent", or "unliquidated", you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Schedules may be examined by interested parties on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the Internet at www.motorsliquidation.com and www.nysb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov). Copies of the Schedules may also be examined by interested parties between the hours of 9:00 a.m. and 4:30 p.m. (Eastern Time) at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 511, New York, New York 10004. Copies of the Debtors' Schedules may also be obtained by written request to the Debtors' claims agent at the address and telephone number set forth below:

The Garden City Group, Inc., Attn: Motors Liquidation Company, P.O. Box 9386, Dublin, Ohio 43017-4286, 1-703-286-6401

In the event that the Debtors amend their Schedules to (a) designate a claim as disputed, contingent, unliquidated, or undetermined, (b) change the amount of a claim reflected therein, (c) change the classification of a claim reflected therein, or (d) add a claim that was not listed on the Schedules, the Debtors will notify you of the amendment. In such case, the deadline for you to file a Proof of Claim on account of any such claim is the later of (a) the applicable Bar Date and (b) the date that is **thirty days** after the Debtors provide notice of the amendment.

A holder of a possible claim against the Debtors should consult an attorney regarding any matters not covered in this Notice, such as whether the holder should file a Proof of Claim.

DATED: September 16, 2009 BY ORDER OF THE COURT
New York, New York

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors and Debtors in Possession

Certain Debt Instruments

	Debt Instrument	CUSIP, ISIN, or Swiss Security Numbers
1	Indenture, dated as of Nov. 15, 1990, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AN5, 370442AJ4, 370442AR6, 37045EAG3, 37045EAS7
2	Indenture, dated as of Dec. 7, 1995, between GM and Citibank as indenture trustee	CUSIP Nos. 370442AT2, 370442AU9, 370442AV7, 370442AZ8, 370442BB0, 370442816, 370442774, 370442766, 370442758, 370442741, 370442733, 370442725, 370442BQ7, 370442BT1, 370442717, 370442BW4, 370442BS3, 370442121, 370442691
3	Trust Indenture, dated as of July 1, 1995, between Michigan Strategic Fund and Dai-Ichi Kangyo Trust Company of New York ($58,800,000 Multi-Modal Interchangeable Rate Pollution Control Refunding Revenue Bonds)	CUSIP No. 594693AQ6
4	Indenture of Trust, dated as of July 1, 1994, between City of Moraine, Ohio and Dai-Ichi Kangyo Trust Company of New York ($12,500,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AA2
5	Indenture of Trust, dated as of July 1, 1999, between City of Moraine, Ohio and Dai-Ichi Kangyo Trust Company of New York ($10,000,000 Solid Waste Disposal Revenue Bonds)	CUSIP No. 616449AB0
6	Trust Indenture, dated as of Dec. 1, 2002, among City of Fort Wayne, Indiana, JPMorgan Chase Bank and Bank One Trust Company, N.A., ($31,000,000 Pollution Control Revenue Refunding Bonds)	CUSIP No. 349272AT1
7	Trust Indenture, dated as of Mar. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank ($20,040,000 State of Ohio Pollution Control Refunding Revenue Bonds)	CUSIP No. 667596AU2
8	Indenture of Trust, dated as of Dec. 1, 2002, between Ohio Water Development Authority and JPMorgan Chase Bank ($46,000,000 State of Ohio Solid Waste Revenue Bonds)	CUSIP No. 67759ABC2
9	Trust Indenture, dated as of Apr. 1, 1984, among City of Indianapolis, Indiana, Bankers Trust Company and The Indiana National Bank ($1,400,000 Pollution Control Revenue Bonds)	CUSIP No. 455329AB8
10	Fiscal and Paying Agency Agreement, dated as of July 3, 2003, between GM, Deutsche Bank AG London, as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171942757, XS0171943649
11	Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between GM Nova Scotia Finance Company, GM, as guarantor, Deutsche Bank Luxembourg S.A., as fiscal agent and paying agent, and Banque Générale du Luxembourg S.A., as paying agent	ISIN Nos. XS0171922643, XS0171908063
12	Bond Purchase and Paying Agency Agreement dated May 28, 1986 between GM and Credit Suisse	Swiss Security No. 876 926

LEGAL NOTICE/BIDS/PROPOSALS

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK
In re MOTORS LIQUIDATION COMPANY f/k/a GENERAL MOTORS CORPORATION, et al., Debtors. Chapter 11 Case No. 09-50026 (REG) (Jointly Administered)
NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM (INCLUDING CLAIMS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE)
DATED: September 16, 2009 New York, New York BY ORDER OF THE COURT
WEIL, GOTSHAL & MANGES LLP
Certain Debt Instruments