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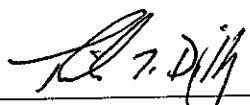
Lopresto's personal injury claim, as well as other pending or prospective claims by personal injury victims would be included in this category.

The issue of successor liability will ultimately be decided outside the bankruptcy court and in Illinois state court. However unlike many states, Illinois has not adopted a "product line" theory *see Myers v. Putzmeister, Inc.*, 232 Ill.App.3d 419 (1992), as used, for example, in *Lefever v. Hovanian Enterprises, Inc.*, 724 A.2d 290, 289-301 (N.J. 1999), which would otherwise provide personal injury victims a route to relief against a 363 purchaser that shares the same brand and operating continuity. In Mr. Lopresto's case, the defective vehicle was a Chevrolet, which happens to be one of the few remaining brands the "new" GM will continue to operate, market and place into the stream of commerce. In essence, an order allowing GM to sell its assets free and clear to the proposed 363 (f) purchaser would likely preclude Lopresto, and countless others like him, from obtaining any meaningful legal recourse against a corporation that, in any other scenario, would be subject to strict liability.

### III. CONCLUSION

For the foregoing reasons, James D. Lopresto, requests that this Court decline to approve the Master Sale and Purchase Agreement under Section 363 (f) of the Bankruptcy Code, specifically the sale of GM's assets "free and clear" of Mr. Lopresto's product liability claims.

Respectfully submitted this 16<sup>th</sup> Day of June, 2009,

  
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