

**DOCUMENTS REGARDING COUNTER-
DESIGNATION OF RECORD ON APPEAL
NOT PREVIOUSLY FILED BUT SUBMITTED TO
CHAMBERS IN CONNECTION WITH TRIAL
(NEW GM EXHIBITS)**

EXHIBIT L
Part 1

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16 UNITED STATES DISTRICT COURT
17 EASTERN DISTRICT OF CALIFORNIA

18 KELLY CASTILLO, NICHOLE BROWN,
19 BRENDA ALEXIS DIGIANDOMENICO,
20 VALERIE EVANS, BARBARA ALLEN,
21 STANLEY OZAROWSKI, and DONNA
22 SANTI, *Individually and on behalf of all
23 others similarly situated,*

24 Plaintiffs,

25 v.

26 GENERAL MOTORS CORPORATION,

27 Defendant.

28 Case No.: 2:07-CV-02142 WBS-GGH
MEMORANDUM IN SUPPORT OF
FINAL APPROVAL OF CLASS
SETTLEMENT

Class Representatives Kelly Castillo, Nichole Brown, Brenda Alexis Digiandomenico,
Valerie Evans, Barbara Allen, Stanley Ozarowski, and Donna Santi, by and through Class
Counsel, hereby request that this Court grant final approval of the Settlement in accordance with
Rule 23(e) of the Federal Rules of Civil Procedure.

I. INTRODUCTION

The Relief Sought in the Complaint and Achieved Through the Settlement

This case involves the 83,718 Saturn vehicles sold in the United States with a VTi

1 transmission, a unique transmission that unfortunately has experienced an extraordinarily high
2 rate of premature and costly failure. Plaintiffs' Complaint alleged that this unusually high
3 premature failure rate was the result of design and manufacturing defects of which GM was
4 aware but failed to disclose to consumers. The Complaint sought, in essence, to obtain an
5 involuntary extension of GM's warranty on the VTi transmissions, both prospectively and
6 retroactively, so that they would be covered during a period commensurate with consumers'
7 reasonable expectations regarding the life of a transmission. The proposed Settlement
8 accomplishes precisely that, and then some.

9 Under the Settlement, class members will receive reimbursement for transmission
10 inspections, repairs, and replacements, regardless of whether the transmission work was
11 performed by a GM dealership or a third-party repair shop. In addition, class members will
12 receive reimbursement for the cost of obtaining rental vehicles and for towing costs in
13 connection with their transmission repairs. For class members who traded in their vehicles with
14 malfunctioning transmissions rather than paying for costly repairs, they will receive
15 reimbursement for trade-in losses, defined under the Settlement as equaling the repair cost as
16 indicated on contemporaneous repair quotes.

17 The relief under the Settlement is both retrospective and prospective. Class members
18 who purchased their vehicles new will receive 100% reimbursement for expenses incurred at
19 100,000 miles or less, and 75% reimbursement for expenses incurred between 100,000 and
20 125,000 miles. Class members who purchased used vehicles (who lack privity with GM and
21 therefore have arguably weaker legal positions) will receive 75% reimbursement for expenses
22 incurred at 100,000 miles or less, and 30% reimbursement for expenses incurred between
23 100,000 and 125,000 miles. Under the Settlement, this relief essentially provides 7 or 8 years of
24 coverage for each model year.

25 Under the Settlement, there is no cap—either per-incident, per-vehicle, per-class member,
26 or otherwise in the aggregate—on the amount that GM will pay to reimburse class members.
27 There are no deductibles or limitations regarding the cause of the VTi transmission problem—
28 class members will receive coverage regardless of the cause of the transmission failure. Based

1 upon a very conservative estimate, the value of the relief under the Settlement to the class
2 members is at least \$61,742,250.

3 *The Pre-Filing Investigation and the Complaint*

4 In the Spring of 2007, an unhappy Saturn owner contacted Class Counsel about possible
5 problems with the Saturn VTi transmission. *Doc. 48-3; Ex. NN* For the next six months, Class

6 Counsel consulted extensively with Saturn customers, potential class representatives, and
7 automotive industry consulting experts. *Id.* In addition, counsel obtained and analyzed technical
8 service bulletins, general background literature regarding CVTs, and other documentation
9 pertaining to the VTi. *Id.* In fact, Class Counsel identified two former GM employees, along
10 with two GM suppliers, as significant witnesses. *Id.* After completing an exhaustive pre-suit
11 investigation and legal analysis of certification and merits issues, this action was filed in October
12 of 2007. *Id.* Before filing the original complaint, sixty-six (66) potential class members had
13 contacted Class Counsel about their VTi transmissions. *Id.* From these potential class members
14 were gathered statements and often documents, including owner's manuals, warranty documents,
15 warranty extension letters from GM, repair histories, repair invoices, repair quotes, and extended
16 warranty information and pricing. *Id.*

17 The vehicles at issue are Model Year 2002-2005 Saturn Vues and Model Year 2003-2004
18 Saturn Ions equipped with GM's VTi (variable transmission intelligence) transmission. *Doc. 55.*
19 GM sold 90,350 Saturn vehicles equipped with the VTi transmission in the U.S. and Canada, of
20 which 83,718 were sold in the U.S. *Exs. W, II.* The VTi is a continuously variable transmission
21 ("CVT") utilizing a belt-and-pulley system, rather than traditional gears, to transmit torque from
22 the vehicle's engine to the transaxle. *Doc. 55.* Plaintiffs alleged that the VTi transmissions were
23 defective, that GM was aware but failed to disclose that they were defective, and that the defect
24 made the transmissions extremely prone to premature failure, often rendering the vehicles
25 completely immobile and frequently resulting in the need for transmission service or replacement
26 costing thousands of dollars. *Id.*

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1 The Second Amended Complaint asserts claims for statutory consumer fraud, breach of
2 express warranties, breach of the UCC implied warranty of merchantability, and unjust
3 enrichment. *See Doc. No. 55.*

4 *Discovery and Mediation*

5 On December 20, 2007, this Court entered an order allowing the parties to conduct
6 discovery, ordering final class certification briefs to be filed no later than July 18, 2008, and
7 setting this case for trial starting on August 25, 2009. *Doc. 17.* On that same day, Plaintiffs
8 served GM with written discovery. *Ex. NN.*

9 On February 5, 2008, GM responded to the first set of written discovery. *Id.* Nowhere in
10 GM's discovery responses did it identify the four witnesses uncovered by Class Counsel in their
11 investigation. *Id.* Consequently, Plaintiffs subpoenaed two former GM employees on February
12 26, 2008. *Id.* Shortly thereafter, the parties met in Chicago on March 13, 2008 to discuss
13 discovery matters and the possibility of a class settlement. *Id.* That full-day meeting did not
14 result in a resolution, however, and the parties continued to engage in discovery while
15 simultaneously working to coordinate the formal mediation that ultimately took place with Judge
16 Sabraw in San Francisco on May 21, 2008. *Id.* Plaintiffs then subpoenaed two GM suppliers for
17 documents relating to the VTi transmission on March 20, 2008. *Id.*

18 In addition to the pre-lawsuit research and investigation, Class Counsel continued to
19 research and prepare class certification pleadings to comply with the then upcoming July 18,
20 2008 court-ordered class certification deadline. *Id.* Class Counsel thoroughly analyzed
21 thousands of pages of documents produced by GM, reviewed thousands of pages of responsive
22 third-party documents, interviewed numerous potential testifying experts, and read numerous
23 industry publications relating to CVT technology in general and the VTi in particular. *Id.* On
24 May 7 and 8, 2008, Class Counsel deposed two current GM executives familiar with the facts at
25 issue. *Id.* Simultaneously, Class Counsel continued to research the laws of the other States to
26 prepare for the class mediation and, if necessary, file companion class actions involving the other
27 States. *Id.*

1 The May 21 mediation took place before the Honorable Ronald Sabraw, former complex
2 litigation judge of Alameda County, California, from approximately 9:00 a.m. until
3 approximately 10:30 p.m. *Ex. MM-NV*. The mediation, an arm's-length negotiation with
4 significant back-and-forth assistance from Judge Sabraw, resulted late in the day in agreement
5 regarding the substantial relief to the Class, and the signing of a term sheet memorializing the
6 basic terms of that agreement. *Id.* The term sheet provided, among other things, that incentive
7 awards to the Representative Plaintiffs, attorneys' fees and costs would be paid by GM in
8 addition to (i.e., without diminishing) the relief to the Class. *Id.* The parties then negotiated the
9 amount of the incentive awards for Representative Plaintiffs. *Id.* Finally, the parties began
10 negotiations regarding the issue of attorneys' fees and costs. *Id.* Unable to resolve this issue by
11 10:30 p.m. on the day of the mediation, the parties continued telephonic negotiations until
12 ultimately reaching final agreement regarding attorneys' fees on June 5. *Id.*

13 **II. CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE.**

14 A settlement class may be certified under Rule 23. *Amchem Prods., Inc. v. Windsor*, 521
15 U.S. 591, 618 (1997); *In re General Motors Corp. Pickup Truck Fuel Tank Prods. Liab. Litig.*, 55
16 F.3d 768, 792-94 (3rd Cir. 1995). The fact of settlement is relevant to and a factor in the
17 calculus of class certification. *Amchem Prods., Inc.*, 521 U.S. at 619-22. Namely, a court need
18 not decide whether the case, if tried, would present intractable management problems. *Id.* at 620.

19 **A. THE SETTLEMENT CLASS SATISFIES RULE 23(a) REQUIREMENTS.**

20 A member of a class may sue on behalf of all members only if: (1) the class is so
21 numerous that joinder of all members is impracticable; (2) there are questions of law or fact
22 common to the class; (3) the claims or defenses of the representative parties are typical of the
23 claims or defenses of the class; and (4) the representative parties will fairly and adequately
24 protect the interests of the class. FRCP 23(a). The settlement class here meets all of these
25 requirements.

26 **1. *The Class Is So Numerous That Joinder of All Members Is Impracticable.***

27 The first prerequisite is that the class must be so numerous that joinder of all members is
28 impracticable. FRCP 23(a)(1). Although courts have not defined a precise number to establish

1 numerosity, federal diversity jurisdiction exists where there are at least 100 class members. 28
2 U.S.C. §1332(d)(5)(B). Indeed, numerosity is presumed when a class consists of 40 or more
3 members. Consolidated Rail Corp. v. Town of Hyde Park, 47 F.3d 473, 483 (2d Cir.), *cert.*
4 *denied*, 515 U.S. 1122 (1995); Parker v. Time Warner Enter. Co., 239 F.R.D. 318, 329 (E.D.N.Y.
5 2007).

6 GM sold 90,305 Saturn vehicles that contained the VTi transmission, of which 83,718
7 were sold in the U.S. ("Class Vehicles"). *Exs. W,II*. Based upon the Polk data, there are
8 149,541 persons who own or have owned a Class Vehicle during the relevant time period. *Ex. II*.
9 At least 2,022 class members have contacted Class Counsel from the Spring of 2007 through
10 February 20, 2009. *Ex. NN*. From 2006 through September 2008, there were 9,720 replacement
11 transmissions shipped by a GM vendor. *Ex. BB*. As a result, the class is so numerous that
12 joinder of all members is impracticable.

13 2. *There Are Questions of Law or Fact Common to the Class.*

14 The next prerequisite is that "there are questions of fact or law common to the class."
15 FRCP 23(a)(2). It is not required that all questions of fact and law be common. Hanlon v.
16 Chrysler Corp., 150 F.3d 1011, 1019 (9th Cir. 1998). Rather, the class representatives need only
17 share at least one question of fact or law regarding the grievances of the prospective class. Baby
18 Neal v. Casey, 43 F.3d 48, 56 (3rd Cir. 1994); O'Keefe v. Mercedes-Benz USA, LLC, 214
19 F.R.D. 266, 288 (E.D. Pa. 2003). "The existence of shared legal issues with divergent factual
20 predicates is sufficient, as is a common core of salient facts coupled with disparate legal
21 remedies within the class." Hanlon, 150 F.3d at 1019.

22 There are both common legal questions and common factual issues. Some common
23 questions include, for example: whether GM breached the express warranty "to correct any
24 vehicle defect;" whether the warranty limitations were unconscionable; whether the warranty
25 failed of its essential purpose; whether GM disclosed that the VTi transmission was prone to
26 premature failure; and whether information about the VTi transmission problems was a material
27 fact. *Doc. 55*. There is clearly a common core of salient facts to bind the class members
28 together. Hanlon, 150 F.3d at 1019. As a result, there are questions of fact and law common to

1 the class.

2
3 *3. The Representative Parties' Claims Are Typical of the Class Claims.*

4 The next requirement is that "the claims or defenses of the representative parties are
5 typical of the claims or defense of the class." FRCP 23(a)(3). "A claim is typical if it arises
6 from the same event or practice or course of conduct that gives rise to the claims of other class

7 members" Oshana v. Coca-Cola Co., 472 F.3d 506, 514 (7th Cir. 2006). The representative
8 claims need not be substantially identical, but only reasonably co-extensive. Hanlon, 150 F.3d at
9 1020. "The typicality requirement is designed to align the interests of the class and the class
10 representatives so that the latter will work for the benefit of the entire class through the pursuit of
11 their own goals." O'Keefe, 214 F.R.D. at 289. Typicality may exist despite factual distinctions
12 between the claims of the class representatives and the claims of the proposed class. Baby Neal,
13 43 F.3d at 58; O'Keefe, 214 F.R.D. at 289. Factual differences will not render a claim atypical if
14 the claim arises from the same event or practice or course of conduct. Beck v. Maximus, Inc.,
15 457 F.3d 291, 295-96 (3rd Cir. 2006).

16 Here, all Class Representatives have owned a Saturn equipped with a VTi transmission,
17 have experienced VTi transmission failures, and have paid out-of-pocket to inspect, repair,
18 and/or replace their VTi transmission, or to tow their vehicle or rent a replacement vehicle during
19 repair. *Exs. A-G*. GM did not disclose the problems associated with the VTi transmission to any
20 Class Representative—let alone, to any class member. The claims of the Class Representatives
21 and the class members arise out of the same practice or course of conduct. As a result, the
22 claims of the Class Representatives are typical of the claims of the class.

23 *4. The Representative Parties Will Fairly and Adequately Protect the Interests of*
24 *the Class.*

25 The next requirement is that "the representative parties will fairly and adequately protect
26 the interests of the class." FRCP 23(a)(4). The adequacy of representation requirement "tend[s]
27 to merge" with commonality and typicality requirements because all serve as guideposts for
28 determining whether the named plaintiffs' claim and a class claim are so interrelated that the
interests of the class members will be fairly and adequately protected in their absence. General

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1 Telephone Co. v. Falcon, 457 U.S. 147, 157 n.13 (1982); Amchem Prods., Inc., 521 U.S. at 626
2 n.20.

3 The first inquiry regarding adequacy is whether the class representatives have any
4 conflicts of interest with other class members. Hanlon, 150 F.3d at 1020. The class
5 representatives must be "part of the class and 'possess the same interest and suffer the same
6 injury' as the class members." Amchem Prods., Inc., 521 U.S. at 625-26. None of the Class
7 Representatives have any conflict of interest with other class members. All Class
8 Representatives have paid out-of-pocket to inspect, repair, and/or replace their VTI transmission,
9 or to tow their vehicle or rent a replacement vehicle during repair. *Exs. A-G*. Both Class
10 Representatives and Class Members are likewise covered by the extended warranty relief in the
11 event of another future VTI problem. *Doc. 48-2*. The Settlement does provide differing rates of
12 reimbursement for new and used purchasers, but the Class Representatives include both new and
13 used purchasers to avoid any conflicts regarding the amount of settlement reimbursement relief.
14 *Doc. 48-2; Exs. A-G*. Therefore, the interests of the Class Representatives are aligned with the
15 interests of the absent class members.

16 The final inquiry regarding adequacy is whether the class representatives and their
17 counsel will prosecute the action vigorously on behalf of the class. Hanlon, 150 F.3d at 1020.
18 Class Representatives sought out Class Counsel to pursue this class action. *Exs. A-G, NN*. Class
19 Counsel are experienced trial counsel with significant experience in class action litigation, and
20 have achieved substantial results in all facets of litigation. *Ex. V*. Class Counsel conducted an
21 in-depth investigation and vigorously pursued this case through the Settlement. *Ex. NN*. For
22 example, by February 2008, Class Counsel had identified and subpoenaed two former GM
23 employees in charge of the VTI transmission—witnesses that GM did not disclose in initial
24 disclosures or interrogatory responses. *Id.* After reaching the Settlement, Class Counsel have
25 continued (and will continue) to respond to inquiries from class members regarding their rights
26 under the Settlement through at least March of 2012. *Id.* As a result, the representative parties
27 will fairly and adequately protect the interests of the class.

28

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1 B. THE SETTLEMENT CLASS SATISFIES RULE 23(b)(3) REQUIREMENTS.

2 In addition to the prerequisites of Rule 23(a), a class action must satisfy one of the
3 requirements in Rule 23(b). FRCP 23(b). Because the Class Representatives sought and the
4 Settlement provides for monetary relief, certification demands that predominance and superiority
5 exist. FRCP 23(b)(3).

6 1. *Questions of Law and Fact Common to the Class Members Predominate Over*
7 *Any Questions Affecting Only Individual Members.*

8 To satisfy Rule 23(b)(3), the court must find that the questions of law or fact common to
9 the class members predominate over any questions affecting only individual members. FRCP
10 23(b)(3). The predominance inquiry tests whether the classes are “sufficiently cohesive to
11 warrant adjudication by representation.” Amchem Prods., Inc., 521 U.S. at 623.

12 “The predominance requirement calls only for predominance, not exclusivity, of common
13 questions.” In re Visa Check/Master Money Antitrust Litig., 280 F.3d 124, 140 (2d Cir. 2001).

14 In other words, the rule does not require that all issues be common to the class. Smilow v.
15 Southwestern Bell Mobile Systems, Inc., 323 F.3d 32, 39 (1st Cir. 2003). Instead, predominance
16 is a qualitative—not quantitative—inquiry.

17 There may be cases in which class resolution of one issue
18 or a small group of them will so advance the litigation that
19 they may fairly be said to predominate. Resolution of
20 common issues need not guarantee a conclusive finding on
liability, nor is it a disqualification that damages must be
assessed on an individual basis.

21 In re School Asbestos Litig., 789 F.2d 996, 1010 (3d Cir. 1986). *See also* McKenzie v. City of
22 Chicago, 175 F.R.D. 280, 288 (N.D. Ill. 1997) (stating that the common link between class
23 members “need not be dispositive of the entire litigation” for predominance to exist); Local Joint
24 Executive Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc., 244 F.3d 1152, 1162
25 (9th Cir. 2001) (finding that two common fact issues and three common legal issues dominated
26 individual questions); Bellows v. NCO Financial Systems, Inc., 2008 WL 4155361 at *7 (S.D.
27 Cal. 2008) (involving three factual issues and a common legal remedy). Therefore, individual
28 issues may exist, and class members need not have identical situations as to all issues. O’Keefe,

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1 214 F.R.D. at 290. There need only be “a sufficient constellation of common issues” to bind
2 class members together. In re Visa Check/Master Money Antitrust Litig., 280 F.3d at 138.

3 To determine whether an issue predominates, a court should consider “what value the
4 resolution of the class-wide issue will have in each class member’s underlying cause of action.”
5 Klay v. Humana, Inc., 382 F.3d 1241, 1255 (11th Cir. 2004). An issue is common to the class

6 when it is susceptible to generalized common class-wide proof. In re Nassau County Strip
7 Search Cases, 461 F.3d 219, 227 (2d Cir. 2006). Common issues predominate if they have a
8 “direct impact on every class member ever to establish liability and on every class member’s
9 entitlement to ... relief.” Klay, 382 F.3d at 1255. If common issues predominate over
10 individualized issues, then the addition or subtraction of any of the plaintiffs will not have any
11 substantial effect on the substance or quantity of evidence offered. Id. In other words,
12 predominance exists where the common questions comprise a “significant aspect” of the case.
13 Hanlon, 150 F.3d at 1022-23 (involving nationwide class action where defective minivan rear
14 latch gates created common questions constituting a “significant aspect” of the case despite
15 numerous individual issues and local remedies—including products liability, breaches of express
16 and implied warranties, and “lemon laws”—noting that these remedies are local variants of a
17 generally homogenous collection of causes). See also Jenson v. Fiserv Trust Co., 256 Fed.
18 Appx. 924, 2007 WL 4163889 (9th Cir. 2007) (affirming class certification involving materially
19 differing oral representations where the “center of gravity” of the fraud predominates over a
20 multitude of individual communications); Rutstein v. Avis Rent-A-Car Sys., Inc., 211 F.3d 1228,
21 1233 (11th Cir. 2000) (finding predominance where consumer fraud is the result of pervasive
22 acts of defendant applicable to class members as a whole, amenable to generalized proof);
23 Oregon Laborers-Employers Health & Welfare Trust Fund v. Philip Morris, Inc., 188 F.R.D.
24 365, 376 (D. Or. 1998) (finding predominance because defendant’s course of conduct was “heart
25 of the dispute” despite many individualized issues, including proximate causation, mitigation of
26 damages, and statute of limitations).

27 At the preliminary approval hearing, this Court raised questions regarding the nationwide
28 scope of the class. Ex. RR. p.3. Any differences in state laws, however, are irrelevant for
certifying a settlement class. In re Warfarin Sodium Antitrust Litig., 391 F.3d 516, 529 (3d Cir.

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1 2004); O'Keefe, 214 F.R.D. at 291 n.19 (citing Amchem Prods. Inc., 521 U.S. at 593); In re Diet
2 Drugs Prod. Liab. Litig., 2000 WL 1222042 at *41 (E.D. Pa. Aug. 28, 2000). Regardless, "the
3 fact that there may be variations in the rights and remedies available to injured class members
4 under the various laws of the fifty states ... does not defeat commonality and predominance." In
5 re Warfarin Sodium Antitrust Litig., 391 F.3d at 530. Courts "have expressed a willingness to
6 certify nationwide classes on the ground that relatively minor differences in state law could be
7 overcome at trial by grouping similar state laws together and applying them as a unit." In re
8 Prudential Ins. Co. of Am. Sales Practice Litig., 148 F.3d 283, 315 (3d Cir. 1998), *cert. denied*,
9 525 U.S. 1114 (1999).

10 Class Representatives asserted, among other theories, a breach of warranty claim
11 against GM. *Doc. 55*. The breach of warranty claim involved uniform warranty language
12 promising "to correct any vehicle defect" *Id.*, ¶83. *See also Exs. H-I, M at pp 73:2-76:2*.
13 In addition, Class Representatives asserted rights under the Uniform Commercial Code ("UCC")
14 to limit the effect of any express warranty limitations based upon GM's failure to disclose the
15 problems with the VTI transmission—the same conduct that forms the basis of the unjust
16 enrichment and consumer fraud claims. *Doc. 55*, ¶¶ 81-91. All States have adopted either the
17 UCC or similar rights, and there are no outcome-determinative differences among the state laws.
18 *Exs. T-U*. Not surprisingly, courts have found that predominance exists under similar
19 circumstances. *See, e.g., Bussian v. DaimlerChrysler Corp.*, 2007 WL 1752059 (M.D.N.C. June
20 18, 2007) (certifying breach of warranty claim involving defective ball joint); General Motors
21 Corp. v. Bryant, 374 Ark. 38 (Ark. 2008), *cert. denied*, 129 S. Ct. 901 (2009) (certifying
22 nationwide class where breach of warranty, unjust enrichment, and fraud claims centered around
23 whether the parking brake system was defective and whether GM concealed that defect);
24 Chamberlan et al v. Ford Motor Company, 402 F.3d at 952 (involving uniform defective engine
25 intake manifolds in various 1996 through 2002 model year vehicles); In re Teletronics Pacing
26 Sys. Inc., 172 F.R.D. 271 (S.D. Ohio 1997) (certifying nationwide class where single course of
27 conduct predominated, notwithstanding individual issues of causation and damages). Similarly,
28 the Supreme Court of the United States has stated that "[p]redominance is a test readily met" in

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1 certain cases alleging consumer fraud. Amchem Prods., Inc., 521 U.S. at 625.

2 With a sufficient nucleus of common questions, the presence of individual issues does not
3 prevent certification. "Confronted with a class of purchasers allegedly defrauded over a period
4 of time by similar misrepresentations, courts have taken the common sense approach that the
5 class is united by a common interest in determining whether a defendant's course of conduct is in
6 its broad outlines actionable, which is not defeated by slight differences in class members'
7 positions, and that the issue may profitably be tried in one suit." Blackie v. Barrack, 524 F.2d
8 891, 902 (9th Cir. 1975) (involving purchasers allegedly defrauded over a period of time by
9 similar misrepresentations). As a result, a common scheme by the defendant predominates over
10 individual issues affecting class members. O'Keefe, 214 F.R.D. at 291; In re Prudential Ins. Co.
11 of Am. Sales Practice Litig., 148 F.3d at 314-15 (involving common scheme to defraud millions
12 of life insurance policyholders); In re Warfarin Sodium Antitrust Litig., 391 F.3d at 528-29
13 (involving "broad-based, national campaign conducted by and directed from corporate-
14 headquarters"); Allapattah Services, Inc. v. Exxon Corp., 333 F.3d 1248, 1260 (11th Cir.2003)
15 (finding predominance amidst defendant's common scheme); In re Wells Fargo Home Mortg.
16 Overtime Pay Litig., 527 F.Supp2d 1053, 1063 (N.D. Cal. 2007) (finding predominance based
17 upon defendant's uniform treatment of class members); Alba v. Papa John's Inc., 2007 WL
18 953849 at *1 (C.D. Cal. 2007) (involving standardized practice initiated from centralized
19 location); In re First Alliance Mortg. Co. 471 F.3d 977, 991 (9th Cir. 2006) (involving
20 "systematically committed fraud" using a standardized sales presentation); In re American
21 Continental Corp./Lincoln Savings & Loan Sec. Litig., 140 F.R.D. 425, 430-31 (D. Ariz. 1992)
22 (finding defendant's "centrally orchestrated strategy" predominated over individualized oral
23 representations); Grainger v. State Sec. Life Ins. Co., 547 F.2d 303, 307-08 (5th Cir. 1977)
24 (involving defendant's "standardized sales pitch"); In re Monumental Life Ins. Co., 365 F.3d
25 408, 421 (5th Cir. 2004) (noting that the presence of time-barred class members "does not
26 establish that individual issues predominate, particularly in the face of defendant's common
27 scheme of fraudulent concealment."); Westways World Travel, Inc. v. AMR Corp., 218 F.R.D.
28 223, 239-240 (C.D. Cal. 2003) (finding that common scheme unjustly enriching defendant and

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1 affecting all class members created predominance); Lerch v. Citizens First Bancorp. Inc., 144
2 F.R.D. 247, 252 (D. N.J. 1992) (finding predominance where defendant's challenged activity
3 was a common course of conduct); In re Western Union Sec. Litig., 120 F.R.D. 629, 637 (D. N.J.
4 1988) (same); Brooks v. Educators Mut. Life Ins. Co., 206 F.R.D. 96, 104 (E.D. Pa. 2002)
5 (stating that "predominance requirement is satisfied in cases where the class alleges a common
6 scheme or course of conduct"); In re Community Bank of N. Va. & Guar. Bank Second Mortg.
7 Litig., 2008 WL 239650, 7 (W.D. Pa. 2008) (involving defendant's unlawful scheme); Ingram v.
8 Coca-Cola Co., 200 F.R.D. 685, 699 (N.D. Ga. 2001) (finding predominance where a "pattern
9 and practice" has a "direct impact on every class member's effort to establish liability");
10 Duhaime v. John Hancock Mut. Life Ins. Co., 177 F.R.D. 54, 65 (D. Mass. 1997) (certifying
11 class where insurance agents fraudulently induced sales pursuant to a common scheme
12 implemented by the home office); Vandenbroeck v. CommonPoint Mortg. Co., 2004 WL
13 1778933 (Mich. App. 2004) (certification appropriate where breach of contract claims predicated
14 on Defendant's "common course of conduct"); Ritt v. Billy Blanks Ents., 870 N.E.2d 212, 220
15 (Ohio App. 2007) (finding predominance where buyers alleged common scheme to use of
16 deceptive script to "upsell" membership); Garner v. Healy, 184 F.R.D. 598, 602-03 (N.D. Ill.
17 1999) (finding that defendant's uniform scheme predominated over individual issues of reliance
18 and variations in state laws); Christakos v. Intercounty Title Co., 196 F.R.D. 496, 501 (N.D. Ill.
19 2000) (finding predominance where defendant's fraud arose from a standard business practice);
20 Tylka v. Gerber Products Co., 178 F.R.D. 493, 497 (N.D. Ill. 1998) (involving defendant's
21 common scheme despite "some factual variations among class members' experiences"); In re
22 Diet Drug Prod. Liab. Litig., 2000 WL 1222042 at *42 (finding that "the common class-wide
23 focus on AHP's knowledge and conduct" predominated). Indeed, predominance exists where
24 defendant's conduct alone establishes liability. Vasquez-Torres v. McGrath's Publick Fish
25 House Inc., 2007 WL 4812289 at *5 (C.D. Cal. 2007).

26 Here, Class Representatives alleged that the VTI transmission was defective, GM failed
27 to disclose the VTI transmission problems to the class before selling, GM failed "to correct" the
28 defect during warranty claims, and GM's warranty limitations were unconscionable. *Doc. 55.*

1 That common scheme or course of conduct predominates over any individual issues. The fact
2 that a defense "may arise and may affect different class members differently" does not defeat
3 predominance. In re Visa Check/Master Money Antitrust Litig., 280 F.3d at 138; Cameron v.
4 B.M. Adams & Co., 547 F.2d 473, 478 (9th Cir.1976). Even the existence of individualized
5 affirmative defenses, applicable to some but not all class members, does not defeat the
6 predominance of common questions. Cameron v. E.M. Adams & Co., 547 F.2d 473, 478 (9th
7 Cir.1976); Allapattah Services, Inc. v. Exxon Corp., 333 F.3d 1248, 1261 (11th Cir. 2003);
8 Hoxworth v. Blinder, Robinson & Co., 980 F.2d 912, 924 (3d Cir.1992). Likewise, liability
9 issues predominate over differing driving conditions (*i.e.*, product use), especially where a class
10 alleges a design or manufacturing defect or deceptive scheme. O'Keefe, 214 F.R.D. at 292. In
11 fact, GM tested the VTi transmissions to eliminate varying driving conditions as a factor in the
12 product life. Exs. N-R, S at pp.76:5-80:25. There are few, if any, individual issues—none of
13 which predominates over the questions common to the class.

14 At the preliminary approval hearing, this Court expressed concern over the varying
15 damages sustained by class members. Exs.H-K, RR pp.3-5. "The amount of damages is
16 invariably an individual question and does not defeat class action treatment." Blackie, 524 F.2d
17 at 905; Smilow, 323 F.3d at 40; In re Visa Check/Master Money Antitrust Litig., 280 F.3d at
18 139. Indeed, a pure economic injury supports a finding of commonality and predominance
19 because there are little or no individual proof problems. In re Warfarin Antitrust Litig., 391 F.3d
20 at 529. Regardless, the settlement provides an objective formula to calculate the cash
21 reimbursement benefits. Doc. 48-2. "Determination of damages sustained by individual class
22 members ... is often a mechanical task involving the administration of a formula." Newberg on
23 Class Actions §22:65 at 304 (4th ed. 2002). "It is appropriate to take the settlement into account
24 to see how the settlement solves individual damage calculation problems." O'Keefe, 214 F.R.D.
25 at 292. Individual calculation of damages is not an impediment to class certification, especially
26 where damages are computed according to a formula or other easy or essentially mechanical
27 method. Klay, 382 F.3d at 1259-60; O'Keefe, 214 F.R.D. at 292. Under the Settlement, class
28

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1 members who expend or have expended money¹ related to the VTI transmission receive
2 monetary reimbursement based upon a formula using objective criteria. *Doc. 48-2.*

3 Class Representatives alleged that GM engaged in a common scheme or course of
4 conduct regarding the sale and repairs of the VTI transmission. There are no outcome-
5 determinative differences among state laws, and the settlement solves any individual damage

6 calculations with a simple formula based upon objective criteria. As a result, the questions of
7 law or fact common to the class members predominate over any questions affecting only
8 individual members.

9 *2. A Class Action Is Superior to Other Available Methods.*

10 In addition to predominance, a class action must be superior to other available methods
11 for fairly and efficiently adjudicating the controversy. FRCP 23(b)(3). The superiority
12 requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class
13 action against those of alternative available methods of adjudication. O'Keefe, 214 F.R.D. at
14 293.

15 [A] class action has to be unwieldy indeed before it can be
16 pronounced an inferior alternative -- no matter how massive
17 the fraud or other wrongdoing that will go unpunished if
class treatment is denied -- to no litigation at all.

18 Carnegie v. Household Int'l, Inc., 376 F.3d 656, 661 (7th Cir. 2004). *See also In re Allstate Ins.*
19 Co. Agent Transition Severance Plan, 400 F.3d 505, 508 (7th Cir. 2005) (finding that class
20 determination of liability issue followed by individual hearings "would be a more efficient
21 procedure than litigating the class-wide issue of Allstate's policy anew in more than a thousand
22 separate lawsuits"). Matters pertinent to this requirement include: (1) the class members'
23 interests in individually controlling the prosecution or defense of separate actions; (2) the extent
24 and nature of any litigation concerning the controversy already begun by or against class
25 members; (3) the desirability or undesirability of concentrating the litigation of the claims in the
26 particular forum; and (4) the likely difficulties in managing a class action. FRCP 23(b)(3)(A-D).

27
28 ¹ All class members who do not expend or have not expended money related to the VTI
transmission within the settlement parameters (125,000 miles/7-8 years) will still receive the
value of the extended warranty. *See Exs. KK, OO, UU-VV.*

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1 The key factor is manageability, which focuses on pragmatic concerns. New England Carpenters
2 Health Benefits Fund, 244 F.R.D. at 88.

3 The certification of this settlement class provides a fair and efficient means to adjudicate
4 class members' claims relating to the VTi transmission. Before this class action, class members
5 faced various obstacles to obtaining any relief whatsoever. Class Counsel are not aware of any

6 legal claim filed by any class member, and any class members who tried to negotiate individually
7 with GM's dealerships did so, in most cases, without complete knowledge of GM's conduct.
8 Now, class members will receive substantial class relief based upon objective criteria, have
9 continued representation by Class Counsel into 2012, and realize the reasonable expectations of a
10 consumer regarding the VTi transmission. *Doc. 48-2.*

11 Furthermore, there are no difficulties in managing this class action where there is a
12 settlement. Amchem Prods., Inc., 521 U.S. at 619-22. GM, or a settlement claim administrator
13 approved by Class Counsel, will handle all claims. For Past Reimbursement claims, GM will
14 handle them with Class Counsel monitoring the claims process, and provide monthly reports to
15 Class Counsel. For Future Reimbursement claims, a dealer notification will describe the terms
16 of the Settlement, explaining how to handle claims, and providing Class Counsel's contact
17 information. Since preliminary approval, Class Counsel has maintained a dedicated phone
18 number, e-mail address, and portion of its web-site to address class member inquiries. *Ex. NN.*
19 GM also trained its Customer Assistance Center to handle inquiries related to this settlement, and
20 refer class members to Class Counsel if there were any questions. Therefore, a class action is
21 superior to other available methods for fairly and efficiently adjudicating the controversy.

22 *Conclusion*

23 The Settlement Class meets all of the criteria for certification under Rule 23(a) and Rule
24 23(b)(3). For all of the foregoing reasons, Class Representatives and Class Counsel request that
25 this Court certify the Settlement Class and grant final approval of the Settlement.

26 **III. THE NOTICE TO THE CLASS COMPORTS WITH DUE PROCESS.**

27 Before approving a class settlement, a court must direct notice in a reasonable manner to
28 all class members who would be bound by the proposal. FRCP 23(e)(1). Where parties seek to
simultaneously certify a settlement class and settle a class action, the elements of Rule 23(c)

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1 notice are combined with the elements of Rule 23(e) notice. Grunewald v. Kasperbauer, 235
2 F.R.D. 599, 609 (E.D. Pa. 2006).

3 For a Rule 23(b)(3) class, "the court must direct to class members the best notice
4 practicable under the circumstances, including individual notice to all members who can be
5 identified through reasonable effort." FRCP 23 (c)(2)(B). "[T]he due process clause does not

6 amount to a guarantee of notice to a class member." Peters v. National R.R. Passenger Corp.,
7 966 F.2d 1483, 1486 (D.C. Cir. 1992). It "does not mean that [a class member] [i]s entitled to
8 actual notice of the litigation." Gross v. Barnett Banks, Inc., 934 F. Supp. 1340, 1344 (M.D. Fla.
9 1995). Neither Rule 23 nor due process require "receipt of actual notice by all class
10 members...." Mangone v. First Bank, 206 F.R.D. 222, 231 (S.D. Ill. 2001). Instead, the proper
11 inquiry is "whether the *method* of providing the notices was 'reasonably calculated, under all the
12 circumstances,' to inform him of the pendency of the class action and his right to be excluded
13 from it." Peters, 966 F.2d at 1486 (emphasis added).

14 The hallmark of the notice inquiry is reasonableness. Sollenbarger v. Mountain States
15 Telephone & Telegraph Co., 121 F.R.D. 417, 436 (D. N.M. 1988). In every case, reasonableness
16 is a function of anticipated results, costs, and amount involved." In re Nissan Motor Corp.
17 Antitrust Litig., 552 F.2d 1088, 1099 (5th Cir. 1977). "Rule 23 does not require the parties to
18 exhaust every *conceivable* method of identifying the individual class members." Carlough v.
19 Amchem Products, Inc., 158 F.R.D. 314, 325 (E.D. Pa. 1993).

20 GM enlisted the services of R.L. Polk & Co. ("Polk") to compile the mailing list of past
21 or present owners of 2002-2005 Saturn Vues and 2003-2004 Saturn IONs that contain a VTI
22 transmission. *Ex. II*. Polk maintains a database of motor vehicle registrations throughout the
23 United States. *Id.* To construct the mailing list, GM provided Polk a list of 83,718 Vehicle
24 Identification Numbers ("VINs") for Class Vehicles sold in the United States. *Id.* Polk was
25 instructed to provide GM, "the most current mailing information for all past and current owners"
26 of the VINs provided by GM. *Id.* Polk used the VINs provided by GM and matched them up to
27 the VINs in Polk's database, and extracted the information to identify the past and current
28 owners. *Id.* Polk also sent the VINs to the states that appended current owner names and

1 address, and compared that data to the data results from the Polk database and removed
2 duplicates. *Id.* Polk then processed the names and addresses through the United States Postal
3 Service's NCOA (Nation Change of Address) database. On January 9, 2009, GM's vendor
4 mailed notice via first class mail to 149,541 past or present owners of 2002-2005 Saturn Vues
5 and 2003-2004 Saturn Ions as identified by Polk. *Ex. JJ.* It is beyond dispute that notice by first
6 class mail satisfies the best notice practicable under the circumstances. *Peters*, 966 F.2d at 1486.

7 The Class Notice clearly and concisely stated in plain, easily understood language: the
8 nature of the action, the class claims, the right of a class member to be excluded from the
9 settlement class, the right of a class member to object to the terms of the Settlement, the time and
10 manner for requesting exclusion and/or objecting, the terms of the Settlement, and the binding
11 effect of the Settlement. *Doc. 49-2.* The form and content of the class notice are committed to
12 the sound discretion of the court. *Mangone*, 206 F.R.D. at 231; *Langford v. DeVitt*, 127 F.R.D.
13 41, 44 (S.D.N.Y. 1989). On September 8, 2008, the form and content of the class notice was
14 approved by the Court. *Doc. 54.* In addition, the Final Notice likewise clearly and concisely
15 states in plain, easily understood language the effect of approval of the Settlement and attaches a
16 simple claim form. *Doc. 49-5.*

17 The parties provided class members the best notice practicable under the circumstances
18 providing individual notice to all class members based upon the efforts of Polk in conjunction
19 with State records. The method and form of notice to the class members complied with Rule 23
20 and due process.

21 **IV. THE DEFENDANT COMPLIED WITH CAFA NOTIFICATION.**

22 The parties filed the Settlement with this Court on July 22, 2008. *Doc. 48-2.* "Not later
23 than 10 days after a proposed settlement is filed in court, each defendant ... shall serve upon the
24 appropriate State official of each State in which a class member resides and the appropriate
25 Federal official, a notice of the proposed settlement" 28 U.S.C. § 1715(b). GM served all of
26 the appropriate State and Federal officials with the applicable information on August 1, 2008.
27 *Doc. 49-9.*

28 In addition, an order giving final approval to a proposed settlement may not be issued

1 earlier than 90 days after the date on which the appropriate State and Federal officials were
2 served, 28 U.S.C. § 1715(d). Here, the Fairness Hearing is set for March 30, 2009—well
3 beyond the required 90 day period.

4 **V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE.**

5 To approve a class settlement, a court must find that the settlement is “fair, reasonable,
6 and adequate.” FRCP 23(e)(2). A court must examine the settlement as a whole—rather than
7 the individual components—for overall fairness. Hanlon, 150 F.3d at 1026.

8 Federal courts look with great favor upon the voluntary resolution of litigation,
9 particularly class action litigation, through settlement. Air Line Stewards & Stewardesses Assn.
10 Local 550 v. Trans World Airlines, Inc., 630 F.2d 1164, 1166-67 (7th Cir. 1980). Parties settle
11 cases because of “the very uncertainties of outcome in litigation, as well as the avoidance of
12 wasteful litigation and expense” Id. at 1167.

13 The essence of settlement is compromise. Isby v. Bayh, 75 F.3d 1191, 1200 (7th Cir.
14 1996). The focus is not upon the substantive law governing the asserted claims. Id. at 1197. A
15 court should not reach ultimate conclusions of fact or law on the issues in the case, but instead
16 should examine the overall fairness and adequacy of the settlement. Reed v. Rhodes, 869 F.
17 Supp.1274, 1279 (N.D. Ohio 1994).

18 The Settlement is the culmination of protracted discussions between counsel for the
19 parties, extensive consultation with their respective clients, and thorough analysis of the pertinent
20 facts and applicable law. When assessing a class settlement, a court should balance a number of
21 factors: the strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of
22 further litigation; the risk of maintaining class action status throughout the trial; the amount
23 offered in settlement; the extent of discovery completed and the stage of the proceedings; the
24 experience and views of counsel; the presence of a governmental participant; and the reaction of
25 the class members to the proposed settlement. Hanlon, 150 F.3d at 1026. Each of these factors
26 favors approval of the Settlement in this case.

27 **A. *The Risk, Expense, Complexity, and Likely Duration of Further Litigation.***

28 Had the mediation been unsuccessful and further litigation proceeded, Plaintiffs faced the

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1 significant risk of forfeiting the substantial relief afforded under the Settlement, as the Court
2 made abundantly clear at the preliminary approval hearing on September 2, 2008, when it noted
3 that GM's motion to dismiss presented "a serious question as to whether the plaintiffs were
4 entitled to recover on their various claims. . . ." *Ex. RR, at p.2, See also p. 17.* While all litigants
5 face a certain degree of risk, it is rare for the decision to settle a case to be vindicated as clearly

6 as was Plaintiffs' decision in this case in light of the Court's comments at the preliminary
7 approval hearing.

8 What makes this Settlement all the more extraordinary from the Plaintiffs' perspective is
9 that there was little or no discount in the class relief as a result of any perceived weaknesses in
10 Plaintiffs' legal theories. As the Court noted at the preliminary approval hearing, Class Counsel
11 negotiated the settlement in such a way that GM will pay claims as if it were strictly liable for
12 any VTI transmission failure, regardless of the specific cause of the failure. *Doc. 48-2.* Those
13 class members experiencing transmission failures at up to 100,000 miles on vehicles they
14 purchased new will receive 100% reimbursement for their out-of-pocket loss, representing no
15 compromise whatsoever. *Id.*

16 The only compromise comes in the form of reimbursement rate discounts for (1) those
17 class members who purchased their vehicles pre-owned (breaking the chain of privity with GM
18 and, according to GM, placing them in weaker legal position than purchasers of new vehicles,
19 especially with respect to the claims for breach of warranty), and (2) those class members whose
20 transmissions fail(ed) at more than 100,000 miles. *Doc. 48-2.* This latter compromise
21 acknowledges a legitimate debate about consumers' reasonable expectations concerning the life
22 expectancy of a transmission, and it is well justified in light of the Court's comments at the
23 preliminary approval hearing: "And you start to get up to the number of miles that most people
24 don't even expect to own a car anyway." *Ex. RR, at p.4* (referring to the Class Representative
25 whose transmission failure occurred at 116,000 miles).

26 In short, not only is the substantial relief to the Class justified in light of the genuine risks
27 of proceeding with further litigation, but the relief actually would seem to *defy* that risk, not
28 having been materially compromised from the Plaintiffs' perspective.

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1 The duration of further litigation avoided by the Settlement also greatly favors its
2 approval. If the Court had dismissed this action, then no recovery for the Class would have been
3 possible absent a successful appeal, which would likely have delayed ultimate relief by another
4 several years. If the Court had denied the motion to dismiss, then the trial was not scheduled to
5 begin until August 25, 2009. *Doc. 17*. The Class would not have obtained any relief awarded at

6 trial until after exhaustion of GM's appellate rights. In contrast, the Settlement allows class
7 members to begin submitting claims almost immediately upon final approval. *Doc. 48-2*. The
8 expedited nature of this relief is a very tangible benefit to the class members, many of whom will
9 be entitled under the Settlement to receive thousands of dollars in relief, and some of whom have
10 been unable to afford necessary repairs. *See, e.g., Ex. XX*.

11 **B. *The Risk of Not Maintaining Class Action Status Throughout the Trial.***

12 Like the risk of not prevailing on the merits, the very genuine risk of not maintaining
13 class action status throughout trial was made clear at the preliminary injunction hearing. While it
14 is strongly believed that class treatment is entirely appropriate for all the reasons discussed in
15 detail above—especially considering that administration concerns are analyzed differently for
16 settlement classes than for contested classes—the Court's views at the preliminary approval
17 hearing were clear: "You know, I look at this as a real headache to administer, and I see that as a
18 real problem with certifying the class." *Ex. RR, at p.5*. This sentiment may have presented a
19 significant obstacle to class certification over GM's objection, and it now weighs in favor of
20 approving the Settlement because it highlights another risk that the Class has avoided through the
21 Settlement. GM now has agreed to carry the burden of any administrative headaches (with
22 assistance and oversight from Class Counsel), and as explained above, this burden is
23 manageable.

24 **C. *The Amount Offered In Settlement.***

25 A court cannot reject a settlement solely because it does not provide a complete victory to
26 the plaintiffs. *Isby*, 75 F.3d at 1200; *Mangone*, 206 F.R.D. at 228. Settlements, by their nature,
27 typically do not yield 100 percent recovery for plaintiffs. *Mangone*, 206 F.R.D. at 228.
28 Likewise, the absence of an admission of liability does not make a settlement unfair. *Id.* at 230.

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1 Furthermore, punitive damages are not appropriate in measuring the fairness of a proposed class
2 settlement. Id. at 229.

3 The Settlement provides a formula for Class Members to obtain reimbursement for up to
4 100% of their out-of-pocket loss. A formula settlement avoids the uncertainties of a lump sum
5 settlement. Newberg on Class Actions §12:7 at 294 (4th ed. 2002). A formula settlement

6 involves a promise to pay all claims submitted by class members according to a formula. Id.
7 The claims procedure may require class members to file proofs of loss. Id. “[W]hen individual
8 claimants have relatively large claims, or when they are otherwise highly motivated to file
9 claims, a formula per unit settlement will result in a *maximum overall recovery*” Id. § 11:18
10 at 27, §12:7 at 294 (emphasis added).

11 The Settlement provides automatic relief to class members who own a Class Vehicle with
12 less than 125,000 miles. *Doc. 48-2*. This Court expressed concern about how GM will “adjust”
13 or administer the claims. *Ex. RR, at p. 5*. There will be no need for individual claims
14 “adjustment” in the traditional insurance adjustment sense, as the claim amount for each class
15 member will be determined on the basis of submitted repair bills and estimates. Class
16 settlements regularly involve simplified proof of claim procedures requiring affidavits or
17 documentary evidence. Newberg on Class Actions §9:64 at 457, §9:72 at 473, §10:12 at 507,
18 §18:54 at 185. New England Carpenters Health Benefits Fund v. First Databank, Inc., No. 05-
19 11148-PBS (D. Mass. March 19, 2008). Indeed, “[p]urchase records or other evidence may be
20 required where claims are more substantial or are more likely to be susceptible to supporting
21 proofs.” Newberg on Class Actions at §10:12 at 508, §18:54 at 186. The Settlement requires
22 that GM pay claims according to the formula without any per incident, per claimant, per vehicle,
23 or overall class limitation on the benefit. In addition, the Settlement does not require that
24 inspections, repairs, or replacements occur at a GM dealership. *Doc. 48-2*.

25 “To the extent that the claims of class members are distinguishable based upon
26 differences intrinsic to the lawsuit, asymmetrically allocated damage awards may be justified.”
27 Parker, 239 F.R.D. at 339.

28 Allocation formulas ... are recognized as an appropriate means to
reflect the comparative strengths and values of different categories

1 of the claim.... An allocation formula need only have a
2 reasonable, rational basis, particularly if recommended by
3 "experienced and competent" class counsel.

4 Lucas v. Kmart Corp., 234 F.R.D. 688, 695 (D. Colo. 2006).² Under the Settlement, class
5 members will be reimbursed for their transmission-related expenses at a rate of either 100%,
6 75%, or 30%, depending on their ownership status (new or used) and the vehicle mileage at the
7 time of the occurrence. The reasonable consumer expectations built into the 100,000 and
8 125,000 mile thresholds are applied to the claims of all class members. The dichotomy between
9 new and used purchasers is in recognition of the fact that purchasers of used vehicles lack privity
10 with GM and, thus, have an arguably weaker legal position than purchasers of new vehicles.
11 A court should consider cash and non-cash benefits to determine whether the total consideration
12 for the class members is sufficient. Parker, 239 F.R.D. at 337. The value of the Settlement is the
13 value of the benefit to the class—not the cost to the defendant. O'Keefe, 214 F.R.D. at 304; see
14 also, In re Prudential Ins. Co. of Am. Sales Practice Litig., 962 F.Supp. 450, 557 (D.N.J. 1997)
15 ("[T]he cost of the relief to Prudential is not the measure of the class member benefit. The value
16 of the relief to the class, which may be substantial, is what matters"), *aff'd* 148 F.3d 283. Here,
17 the value of the Settlement includes two components: (1) Past Reimbursable Expenses; and (2)
18 Future Reimbursable Expenses. *Doc. 48-2*.

19 At least 2,000 class members who experienced transmission-related problems have
20 contacted Class Counsel through February 20, 2009. *Ex. NN*. Even assuming that only those
21 class members (and no others) submit claims under the Past Reimbursement Expenses category
22 with an average transmission repair cost of \$3,989³, a conservative estimate of the value of Past
23 Reimbursable Expenses is \$7,978,000.

24
25 ² As courts have noted, "Consideration of nothing for releasing a worthless claim is therefore
26 fair, reasonable, and adequate." Parker, 239 F.R.D. at 339; *accord* In re WorldCom, Inc. Sec.
Litig., 388 F.Supp.2d 319, 343 (S.D.N.Y. 2005).

27 ³ Actuarial expert Mark Johnson calculated that the average claim amount for warranty claims in
28 the first 36 months of vehicle ownership, based on actual historical GM warranty data, was
\$4,283 for the Vue and \$3,989 for the Ion. *Ex. KK*. Because there are far more Vues than Ions in
the Class Vehicles, the average for all Class Vehicles is greater than the Ion average.

1 The value of the Future Reimbursable Expenses is even more significant. Whatever the
2 label, the Future Reimbursable Expenses is the "core relief" because it is an extended warranty,
3 which insulates (to varying degrees) class members from expenses associated with the VTI
4 transmission. See O'Keefe, 214 F.R.D. at 272, 305. In that case, the court stated:

5 We believe that the benefits to the class are most accurately
6 measured by making an estimation of the Extended Coverage
7 Program's market price. We realize that this figure is difficult to
8 estimate because the Extended Coverage Program—or any other
9 similar warranty product—is not on the market. Yet, economists,
10 actuaries, investors and business people must estimate and value
11 risk in all types of market transactions. A warranty is simply the
12 ex ante market price of insuring against a foreseeable risk. Any
13 other measure except the market price would over or underestimate
14 the benefit to the class.

15 O'Keefe, 214 F.R.D. at 305.

16 In O'Keefe, the extended warranty only covered damage associated with the allegedly
17 defective Flexible Service System caused by using conventional instead of synthetic motor oil.
18 O'Keefe, 214 F.R.D. at 272 (damage involved excessive oil consumption, oil sludging, and
19 bearing wear). Unlike the extended warranty in O'Keefe, the Settlement does *not* limit the scope
20 of the Future Reimbursable Expenses. *Doc. 48-2*. The Settlement protects against *any*
21 transmission failure or related problem whatsoever. *Id.*

22 For GM to purchase coverage to transfer its liability under the Settlement to a third-party
23 insurer, it would conservatively cost GM approximately \$57,317,250 according to actuarial
24 expert, Mark Johnson. See *Ex. KK*. Mr. Johnson is the same expert who computed the value of
25 the class relief adopted by the court in O'Keefe. Assuming that each class member in current
26 possession of a class vehicle could purchase a pro rata share of GM's coverage without any
27 premium increase, the average cost per class member would be \$684.65 (*i.e.*, \$57,317,250
28 divided by 83,718 class vehicles). That estimate, however, is understated because it reflects the
cost to GM to transfer its liability under the Settlement—not the cost to a class member in a
consumer market.

1 While there are similar warranty products available on the market, none provide the same
2 coverage as the Settlement. Therefore, comparing the "Future Reimbursable Expenses" portion
3 of the Settlement to actual extended warranty products in the marketplace requires a variety of
4 adjustments to the scope and benefit levels. *Ex. OO*. For example, the Settlement provides
5 broader coverage with rental vehicle coverage and does not contain exclusions, limitations, or

6 deductibles per claim. *Id.* On the other hand, available warranty products also cover certain
7 non-transmission related problems, and the Settlement provides varying reimbursement rates.
8 To purchase actually available extended warranty coverage from 75,000 miles to 125,000 miles,
9 the average cost of the two representative scenarios analyzed in Class Counsel's declaration
10 would be \$5,965. *Id.* Assuming that only \$1,000 of this approximately \$6,000 warranty cost
11 equates to the transmission Settlement relief (*i.e.*, less than 17% of the market price), the total
12 consumer market value of the Future Reimbursable Expenses portion of the Settlement would be
13 approximately \$83,718,000.00 (*i.e.*, \$1,000 multiplied by 83,718 class vehicles).

14 In addition, settlement classes often bear the cost of notice, settlement administration, and
15 attorneys' fees and costs. *Mangone*, 206 F.R.D. at 228. Where the settlement provides that the
16 defendant pay those fees, expenses, and costs in addition to other class relief, a court should
17 consider them to determine the overall value of the settlement. *Id.* (finding an additional \$12.6
18 million in class benefit by defendants' agreement to pay attorneys' fees, notice costs, and class
19 settlement administration costs). Here, the Settlement does just that. *Doc. 48-2*. Therefore, the
20 value of Class Counsel's fees and costs, the notice costs, and the claims administration expenses
21 paid by GM also increase the total value of the benefits to the class. *Id.*

22 This is a settlement in which individual class members will receive very substantial relief.
23 Using as examples only a few of the class members who contacted Class Counsel and wanted to
24 submit affidavits in support of the Settlement, their losses would correspond to the following
25 relief under the settlement:

26 Richard Courson: \$1,087 (Ex. AAA)
27 Shannon Sinclair: at least \$1,173 (Ex. WW)
28 Christopher Lewis: \$2,589 (Ex. JJJ)
Sharon Blackburn: \$2,766 (Ex. FFF)
Bertha LoCurto: \$3,112 (Ex. ZZ)

1 Ray Richey: \$3,764 (Ex. HHH)
2 Joy Broggi: \$3,863 (Ex. BBB)
3 Cory Deal: \$4,005 (Ex. III)
4 Fernando Garcia: \$4,365 (Ex. EEE)
5 Joanna Law: \$6,750 (Ex. CCC)

6 In short, the Settlement offers significant relief to the Class. A conservative estimate of
7 the relief to the class members under the Settlement exceeds \$61,742,250 (i.e., \$57,317,250
8 estimate of actuarial expert M. Johnson + \$4,425,000 attorneys' fees and costs).

9 D. *The Extent of Discovery Completed and the Stage of the Proceedings.*

10 A court should consider class counsels' investigation, formal discovery, informal
11 discovery, and confirmatory discovery. Mangone, 206 F.R.D. at 226; Levell v. Monsanto
12 Research Corp., 191 F.R.D. 543, 557 (S.D. Ohio 2000). Since filing this action, Plaintiffs have
13 served GM with extensive written discovery requests, thoroughly analyzed thousands of pages of
14 documents produced by GM, deposed two current GM executives familiar with the facts at issue,
15 subpoenaed two of GM's third-party vendors involved in manufacturing and testing the VTi,
16 reviewed thousands of pages of responsive third-party documents, interviewed numerous
17 potential testifying experts, and read numerous industry publications relating to CVT technology
18 in general and the VTi in particular. *Ex. NN*. Class Counsel have created an *Addendum*
19 summarizing the results of their investigation and discovery efforts pertinent to the negotiated
20 relief for the Class. *Doc. 52*. In short, Class Counsel had developed an excellent understanding
21 of the factual and legal strengths and weaknesses of the case at the time of the mediation that
22 resulted in the proposed Settlement.

23 E. *The Experience and Views of Counsel.*

24 A court should not substitute its own judgment with a judgment of the parties and
25 experienced counsel as to the optimal settlement terms. Alliance to End Repression v. City of
26 Chicago, 561 F. Supp. 537, 548 (N.D. Ill. 1982). Indeed, the court should place significant
27 weight on endorsement of counsel, and a presumption of fairness, adequacy, and reasonableness
28 attaches to a class settlement reached through arms-length negotiations between experienced,
capable counsel after meaningful discovery. Wal-Mart Stores, Inc. v. Visa U.S.A., Inc., 396

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1 F.3d 96, 116 (2d Cir.), *cert. denied sub nom. Leonardo's Pizza by the Slice, Inc. v. Wal-Mart*
2 *Stores, Inc.*, 544 U.S. 1044 (2005); *Mangone*, 206 F.R.D. at 226.

3 Class Counsel are sophisticated and skilled attorneys with substantial class action
4 experience. Based upon their experience and particular work in this action, Class Counsel
5 believe that the Settlement is in the best interests of the Class, and their endorsement weighs in
6 favor of approving the Settlement. *See Exs. V, NN, OO, QQ.*

7 F. *The Presence of a Governmental Participant.*

8 This factor is neutral in this case in the sense that there are no governmental parties to
9 this action. It is noteworthy, however, that the CAFA-required notice of the proposed Settlement
10 was delivered to the Attorneys General in all fifty states, and not one has objected to the
11 Settlement.

12 G. *The Reaction of the Class Members to the Proposed Settlement.*

13 This case has generated an unusually high degree of interest on the part of class members,
14 and the vast majority of responses have been overwhelmingly favorable. In the few weeks since
15 notice of the Settlement was mailed to the Class on January 9, Class Counsel have fielded
16 telephone calls, e-mails, and written communications from more than 1500 class members. *Ex.*
17 *NN*. Most of these class members contacted Class Counsel to confirm the procedure for
18 submitting claims, to verify that they actually were class members entitled to relief, to express
19 their support for the settlement and thank Class Counsel for their efforts, or some combination of
20 the above. Many class members even wanted to submit written declarations (attached as *Exs.*
21 *WW-JJJ*) formally expressing their support for the proposed Settlement.

22 "The settlement gives me the means to fix my 2003 Saturn Vue
23 that has been sitting in my driveway the last six months as I
24 continue to make payments. I am absolutely happy with the help
25 that the settlement provides. When I purchased my Saturn vehicle
26 I was really wanting to purchase a vehicle manufactured in the
27 U.S., and I definitely feel that I was taken advantage of. *Ex. XX.*

28 "Due to the information I received from Class Counsel I was able
to get fully reimbursed for the transmission repairs. I believe that
the settlement is great because not only will it reimburse people for
past failures, but it puts a plan in place for future problems I may
have with the VTi transmission in my 2003 Saturn Vue." *Ex. YY.*

1
2 "I am very disappointed in the quality and workmanship of the
3 Saturn Vue transmission. I feel that the transmission should last
4 longer than it did. I bought this vehicle because my husband's
5 employer took all company vehicles away from its employees.
6 Five to six months later I was putting \$4,150 into a rebuilt
7 transmission. This was a lot of money for us to put out because we
8 just bought the car six months earlier. We could really benefit
9 from the recovery that the settlement provides to all others who
10 have had and may have similar problems with the VTI
11 transmission." *Ex. ZZ.*

12 "I have owned several Saturn vehicles since 1994. The problems
13 with the VTI transmission has left a very bitter taste in my mouth,
14 and makes me very angry considering how good of a Saturn owner
15 I have been. I take the 2003 Saturn Vue in approximately every
16 3,000 miles for maintenance, and all repairs that have been made
17 since I have owned the vehicle have been at a Saturn repair shop. I
18 do not think I would purchase another Saturn product. I am happy
19 about the settlement, and I feel much more secure going forward
20 because of the settlement." *Ex. AAA.*

21 "I am a Hurricane Katrina victim. At the time that I needed to pay
22 to replace the VTI transmission in my 2004 Saturn Vue, I was just
23 getting my head above water from the financial status I was in
24 from Hurricane Katrina. Once my transmission failed and I was
25 told it would cost me over \$4,500 to replace the transmission, I felt
26 financially drained and emotionally spent. There were times I
27 would just cry about the financial and emotional stress I was under
28 due to money needed to replace the transmission. The settlement
provides great financial relief, and I am ecstatic about the
settlement." *Ex. BBB.*

Of the 149,541 class members who received notice, only 68 have asked to exclude themselves from the Class. *Ex. SS.* Of those, 43 have explained that their decision to opt out was based on the fact that they no longer own their vehicles and did not suffer any out-of-pocket losses during their ownership; these class members obviously are not opting out in order to preserve individual claims against GM, as they would have no past or future claims to preserve. *Id.* The remaining 25 class members who opted out represent only .017% of the 149,541 class members who received notice. *Id.* This opt-out rate is *de minimis*. See, e.g., In re Cuisinart Food Processor Anti-Trust Litig., 1983 WL 153, *6 (D. Conn. 1983) (914 opt-outs and 45

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1 objections were "miniscule" in light of class size in excess of 1.5 million members, 925,451 of
2 whom received direct mail notice) (opt-outs equaled approx. 1/10 of 1% of direct mail notices);
3 Sutton v. Med. Serv. Ass'n, 1994 WL 246166 at *7 (E.D. Pa. 1994) (approving class settlement
4 where 850 opt-outs were a "tiny" percentage of the 1.35 million class members who received
5 notice and noting that -- as in this case -- "over 99.9% did not opt out") (opt-outs equaled approx.
6 6/100 of 1%).

7 It is apparent that the relative absence of opt-outs and objections in this case did not result
8 from mere apathy. First, the class member apathy that is sometimes characteristic of smaller
9 class settlements would not be expected in a case such as this one, where the product at issue is
10 an expensive transmission and many individual class members will receive one or more cash
11 reimbursements of several thousand dollars each. Second, the enthusiasm that one intuitively
12 would expect for such a settlement is confirmed and illustrated by the more than 2,000 class
13 members who have contacted Class Counsel and those who have volunteered the declarations.
14 *Exs. NN, WWW-JJJ.*

15 Of the 149,541 Class Members who received notice, only three have objected. *Docs. 60-*
16 *62.* A court should not withhold approval merely because some class members object to the
17 agreement. Reed, 869 F. Supp. at 1281. When considering an objection, a court should not
18 isolate individual components of the settlement, but must view the agreement in its entirety. Id.
19 at 1282. In accordance with the Court's scheduling order, Class Counsel will respond in more
20 detail to these objections by the March 16 deadline. *Doc. 54.* For present purposes, the three
21 objectors, while understandably passionate about the problems they experienced with their
22 transmissions (demonstrating the genuineness and the severity of the problem this class action
23 was filed to address), have unrealistic expectations. They appear to seek additional relief to
24 which they almost certainly would not be entitled even had they filed their own individual
25 actions against GM, and relief that would be nearly impossible to achieve by way of the class
26 action mechanism.

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CONCLUSION

For all of the foregoing reasons, Class Representatives and Class Counsel request that this Court approve the proposed Settlement Agreement and enter judgment thereon, and grant them such further relief as this Court deems just and proper.

Dated: February 27, 2009

Respectfully submitted,

LAKINCHAPMAN LLC

s/ Robert W. Schmieder II
LAKINCHAPMAN LLC
Robert W. Schmieder II (admitted *pro hac vice*)
Mark L. Brown (admitted *pro hac vice*)
300 Evans Avenue
P.O. Box 229
Wood River, Illinois 62095
Telephone: (618) 254-1127
Facsimile: (618) 254-0193

C. Brooks Cutter, SBN, 121407
KERSHAW CUTTER & RATINOFF LLP
401 Watt Avenue
Sacramento, California 95864
Telephone: (916) 448-9800
Facsimile: (916) 669-4499

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1 Robert W. Schmieder II (admitted *pro hac vice*)
2 Mark L. Brown (admitted *pro hac vice*)
3 LAKINCHAPMAN LLC
4 300 Evans Avenue
5 P.O. Box 229
6 Wood River, Illinois 62095
7 Telephone: (618) 254-1127
8 Facsimile: (618) 254-0193

9 C. Brooks Cutter, SBN 121407
10 KERSHAW CUTTER & RATINOFF LLP
11 401 Watt Avenue
12 Sacramento, California 95864
13 Telephone: (916) 448-9800
14 Facsimile: (916) 669-4499

15 Attorneys for Plaintiffs

16 UNITED STATES DISTRICT COURT
17 EASTERN DISTRICT OF CALIFORNIA

18 KELLY CASTILLO, NICHOLE BROWN,
19 BRENDA ALEXIS DIGIANDOMENICO,
20 VALERIE EVANS, BARBARA GLISSON,
21 STANLEY OZAROWSKI, and DONNA
22 SANTI, *Individually and on behalf of all
23 others similarly situated,*

24 Plaintiffs,

25 v.

26 GENERAL MOTORS CORPORATION,

27 Defendants.

28 Case No.: 2:07-CV-02142 WBS-GGH

CERTIFICATE OF SERVICE

I hereby certify that on February 27, 2009, I electronically filed the Memorandum in Support of Final Approval of Class Settlement with the Clerk of Court using the CM/ECF system, which will send notification of such filings(s) to the following:

Gregory Oxford
goxford@icclawfirm.com; arobinson@icclawfirm.com

Case 2:07-cv-02142-WBS-GGH Document 67 Filed 02/27/2009 Page 32 of 34

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Respectfully submitted,
s/Robert W. Schmieder II
LAKINCHAPMAN LLC
300 Evans Avenue
P.O. Box 229
Wood River, IL 62095-0229
Telephone: (618) 254-1127
Facsimile: (618) 254-0193

EXHIBIT L
Part 2

TABLE OF EXHIBITS

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- A. Declaration of Class Representative Barbara Allen
- B. Declaration of Class Representative Brenda Digiandomenico
- C. Declaration of Class Representative Stanley Ozarowski
- D. Declaration of Class Representative Donna Santi
- E. Declaration of Class Representative Valerie Evans
- F. Declaration of Class Representative Kelly Castillo
- G. Declaration of Class Representative Nichole Brown
- H. 2002 Warranty & Owner Assistance Information (excerpts)
- I. 2003 Warranty & Owner Assistance Information (excerpts)
- J. 2004 Warranty & Owner Assistance Information (excerpts)
- K. 2005 Warranty & Owner Assistance Information (excerpts)
- L. Warranty Language Analysis chart
- M. FILED UNDER SEAL—Deposition of John Ellison (excerpts)
- N. FILED UNDER SEAL—GM Engineering Standards GMN11275 (excerpt)
- O. FILED UNDER SEAL—GM Engineering Standards GMN9543 (excerpt)
- P. FILED UNDER SEAL—GM Engineering Standards GMN9807 (excerpt)
- Q. FILED UNDER SEAL—GM Engineering Standards GMW15016 (excerpt)
- R. FILED UNDER SEAL—GM Engineering Standards D-95 (excerpt)
- S. FILED UNDER SEAL—Deposition of Mark Gilmore (excerpts)
- T. Survey of UCC 2-719 Contractual Modifications or Limitation of Remedy
- U. Survey of UCC 2-302 Unconscionable Contract or Clause or Term
- V. LakinChapman LLC Firm Biography
- W. FILED UNDER SEAL—Ex. A. to Interrogatory Responses
- X. FILED UNDER SEAL—Field Performance Evaluation Report (5/18/2004) Castillo2969-2974
- Y. FILED UNDER SEAL—Excerpts from CVT Variator Drive System Failure Castillo2981-2999
- Z. FILED UNDER SEAL—CVT Review Joint PDS/PT Leadership May 16, 2003 Castillo3133, 3141
- AA. FILED UNDER SEAL—CVT Warranty Projections Castillo3163-3170
- BB. FILED UNDER SEAL—Letter from GM counsel regarding rebuilt transmissions
- CC. Extended Warranty Sample Agreement (Smart Protection Coverage)
- DD. Extended Warranty Sample Agreement (Basic Guard)
- EE. Extended Warranty Sample Agreement (Major Guard)
- FF. Extended Warranty Sample Agreement (Value Guard)
- GG. Extended Warranty Sample Agreement (Goodwrench Care Coverage)
- HH. Extended Warranty Sample Agreement (Smart Care Coverage)
- II. Declaration of R.L. Polk & Co.
- JJ. Declaration of Campbell-Ewald Regarding Notice

- 1 KK. FILED UNDER SEAL—Report of Mark Johnson
- 2 LL. Report of Mark Johnson (Redacted)
- 3 MM. Declaration of Ronald Sabraw
- 4 NN. Declaration of Robert W. Schmieder II
- 5 OO. FILED UNDER SEAL—Declaration of Mark L. Brown
- 6 PP. Declaration of Mark L. Brown (Redacted)
- 7 QQ. Declaration of C. Brooks Cutter
- 8 RR. Transcript of Preliminary Approval hearing
- 9 SS. Lists of Opt-Outs
- 10 TT. GM Web-Site Basic Guard
- 11 UU. FILED UNDER SEAL—Extended Warranty Pricing and Coverage
- 12 VV. FILED UNDER SEAL—Third-Party Extended Warranty Pricing and Coverage
- 13 WW. Declaration of Class Member Shannon Sinclair
- 14 XX. Declaration of Class Member Erin Sullivan
- 15 YY. Declaration of Class Member Bruce Willix
- 16 ZZ. Declaration of Class Member Bertha LoCurto
- 17 AAA. Declaration of Class Member Richard P. Courson
- 18 BBB. Declaration of Class Member Joy Broggi
- 19 CCC. Declaration of Class Member Joanna Law
- 20 DDD. Declaration of Class Member Melody Walthour
- 21 EEE. Declaration of Class Member Fernando Garcia
- 22 FFF. Declaration of Class Member Sharon Blackburn
- 23 GGG. Declaration of Class Member Tom Gernand
- 24 HHH. Declaration of Class Member Ray Richey
- 25 III. Declaration of Class Member Cory Deal
- 26 JJJ. Declaration of Class Member Christopher Lewis
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1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA

3 KELLY CASTILLO et al., *Individually and on*
4 *behalf of all others similarly situated,*

5 Plaintiffs,

Case No.: 2:07-CV-02142 WBS-GGH

Declaration of Barbara Allen

6 v.

7 GENERAL MOTORS CORPORATION,

8 Defendants.

9
10 Pursuant to 28 U.S.C. § 1746, Barbara Allen hereby states:

11 1. I am over eighteen years of age and have personal knowledge of the facts stated
12 herein.

13 2. I purchased my 2003 Saturn Vue new in September of 2003 from a Saturn
14 dealership in Jacksonville, Florida. During the warranty period the transmission failed twice.

15 When the vehicle reached approximately 107,000, a Saturn dealership in Tulsa, Oklahoma
16 diagnosed a transmission failure and quoted \$5,500.00 to replace the transmission. I have yet to
17 have the transmission replaced following the third transmission failure.

18 3. On April 15, 2008, I contacted The Lakin Law Firm, P.C. ("Class Counsel")
19 about the problems that I was having with my 2003 Saturn Vue and its transmission.

20 4. Since that time, I have had numerous communications with attorneys, a paralegal,
21 and an investigator at The Lakin Law Firm, P.C. In addition to supplying Class Counsel with
22 information and documents in my possession, I have received regular updates regarding their
23 investigation, the strategy, the class action lawsuit, discovery, and settlement negotiations. Class
24 Counsel has provided me with, and I have reviewed, various court documents before filing.

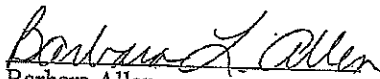
25 5. During the settlement process, I provided Class Counsel with my thoughts and
26 agreed with the overall settlement strategy. As a class member, it is my opinion that the
27 settlement provides excellent relief to compensate Saturn owners for past problems, provide
28 peace-of-mind for future problems, and reimbursement in the event of a future problem.

Declaration of Barbara Allen - 1

Case 2:07-cv-02142-WBS-GGH Document 67-2 Filed 02/27/2009 Page 2 of 2

1 6. I have been very pleased with the work performed by Class Counsel. Class
2 Counsel was available, responsive, and thorough throughout this lawsuit. To me, their hard work
3 brought about this great settlement that provides quick relief. I fully support the payment of the
4 amount of attorneys' fees and costs provided in the settlement. I particularly appreciate that
5 Class Counsel negotiated that GM would pay those fees and costs in addition to the class relief.
6

7 I declare under penalty of perjury that the foregoing is true and correct.
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11 Barbara Allen

12 Dated: 11-30, 2008
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

KELLY CASTILLO et al., *Individually and on behalf of all others similarly situated,*

Plaintiffs,

Case No.: 2:07-CV-02142 WBS-GGH

**Declaration of Brenda Alexis
Digiandomenico**

v.

GENERAL MOTORS CORPORATION,

Defendants.

Pursuant to 28 U.S.C. § 1746, Brenda Alexis Digiandomenico hereby states:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2002 Saturn Vue new in July 2002 from a Saturn dealership in Fredericksburg, Virginia. I had problems with the transmission during the warranty period. When the vehicle reached approximately 116,000, the Saturn dealership in Fredericksburg, Virginia diagnosed transmission failure. I paid \$1,900 to have the dealership replace the transmission. Since then I have had another transmission failure above 125,000 miles.

3. On October 15, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2002 Saturn Vue and its transmission.

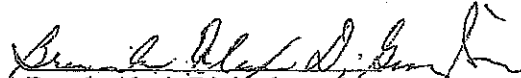
4. Since that time, my husband (Carmen Digiandomenico) and I have had numerous communications with attorneys, a paralegal, and an investigator at The Lakin Law Firm, P.C. In addition to supplying Class Counsel with information and documents in my possession, I have received regular updates regarding their investigation, the strategy, the class action lawsuit, discovery, and settlement negotiations. Class Counsel has provided me with, and I have reviewed, various court documents before filing.

5. During the settlement process, I provided Class Counsel with my thoughts and agreed with the overall settlement strategy. As a class member, it is my opinion that the

1 settlement provides excellent relief to compensate Saturn owners for past problems, provide
2 peace-of-mind for future problems, and reimbursement in the event of a future problem.

3 6. I have been very pleased with the work performed by Class Counsel. Class
4 Counsel was available, responsive, and thorough throughout this lawsuit. To me, their hard work
5 brought about this great settlement that provides quick relief. I fully support the payment of the
6 amount of attorneys' fees and costs provided in the settlement. I particularly appreciate that
7 Class Counsel negotiated that GM would pay those fees and costs in addition to the class relief.

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

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13 Brenda Alexis Digiandomenico

14 Dated: Nov. 24, 2008

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

KELLY CASTILLO et al., *Individually and on behalf of all others similarly situated,*

Plaintiffs,

v.

Case No.: 2:07-CV-02142 WBS-GGH

Declaration of Stanley Ozarowski

GENERAL MOTORS CORPORATION,

Defendants.

Pursuant to 28 U.S.C. § 1746, Stanley Ozarowski hereby states:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2003 Saturn Vue new (demo) on October 14, 2002 from a Saturn dealership in Schaumburg, Illinois. I had repeated problems with the transmission during the warranty period. When the vehicle reached approximately 83,665, the transmission failed and was towed to Saturn of Barrington and then Saturn of Dundee. Saturn of Dundee diagnosed a transmission failure. I paid \$1,200.00 to have the dealership replace the transmission.

3. On November 13, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.

4. Since that time, I have had numerous communications with attorneys, a paralegal, and an investigator at The Lakin Law Firm, P.C. In addition to supplying Class Counsel with information and documents in my possession, I have received regular updates regarding their investigation, the strategy, the class action lawsuit, discovery, and settlement negotiations. Class Counsel has provided me with, and I have reviewed, various court documents before filing.

5. During the settlement process, I provided Class Counsel with my thoughts and agreed with the overall settlement strategy. As a class member, it is my opinion that the settlement provides excellent relief to compensate Saturn owners for past problems, provide peace-of-mind for future problems, and reimbursement in the event of a future problem.

Declaration of Stanley Ozarowski -- 1

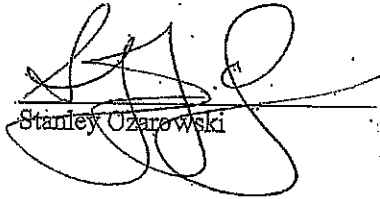


Exhibit C

Case 2:07-cv-02142-WBS-GGH . Document 67-4 Filed 02/27/2009 Page 2 of 2

1 6. I have been very pleased with the work performed by Class Counsel. Class
2 Counsel was available, responsive, and thorough throughout this lawsuit. To me, their hard work
3 brought about this great settlement that provides quick relief. I fully support the payment of the
4 amount of attorneys' fees and costs provided in the settlement. I particularly appreciate that
5 Class Counsel negotiated that GM would pay those fees and costs in addition to the class relief.
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7 I declare under penalty of perjury that the foregoing is true and correct.
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11 Stanley Ozarowski

12 Dated: Nov. 21, 2008
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Declaration of Stanley Ozarowski - 2

Exhibit C

Case 2:07-cv-02142-WBS-GGH Document 67-5 Filed 02/27/2009 Page 1 of 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

KELLY CASTILLO et al., *Individually and on behalf of all others similarly situated,*

Plaintiffs,

Case No.: 2:07-CV-02142 WBS-GGH

Declaration of Donna Santi

v.
GENERAL MOTORS CORPORATION,

Defendants.

Pursuant to 28 U.S.C. § 1746, Donna Santi hereby states:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2003 Saturn Vue new in November 2002 from a Saturn dealership in Ft. Myers, Florida. I had repeated problems with the transmission during the warranty period, and just outside the warranty period. When the vehicle reached approximately 102,459 miles a Saturn dealership in Sterling Heights, Michigan diagnosed a transmission failure. I paid \$377.26 to have the dealership replace the transmission.

3. On August 31, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.

4. Since that time, I have had numerous communications with attorneys, a paralegal, and an investigator at The Lakin Law Firm, P.C. In addition to supplying Class Counsel with information and documents in my possession, I have received regular updates regarding their investigation, the strategy, the class action lawsuit, discovery, and settlement negotiations. Class Counsel has provided me with, and I have reviewed, various court documents before filing.

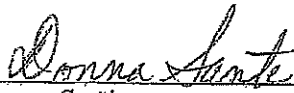
5. During the settlement process, I provided Class Counsel with my thoughts and agreed with the overall settlement strategy. As a class member, it is my opinion that the settlement provides excellent relief to compensate Saturn owners for past problems, provide peace-of-mind for future problems, and reimbursement in the event of a future problem.

Declaration of Donna Santi - 1

Case 2:07-cv-02142-WBS-GGH Document 67-5 Filed 02/27/2009 Page 2 of 2

1 6. I have been very pleased with the work performed by Class Counsel. Class
2 Counsel was available, responsive, and thorough throughout this lawsuit. To me, their hard work
3 brought about this great settlement that provides quick relief. I fully support the payment of the
4 amount of attorneys' fees and costs provided in the settlement. I particularly appreciate that
5 Class Counsel negotiated that GM would pay those fees and costs in addition to the class relief.
6

7 I declare under penalty of perjury that the foregoing is true and correct.
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11 Donna Santi

12 Dated: November 25, 2008
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Declaration of Donna Santi - 2

Exhibit D

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA

3 KELLY CASTILLO et al., *Individually and on*
4 *behalf of all others similarly situated,*

5 Plaintiffs,

Case No.: 2:07-CV-02142 WBS-GGH

Declaration of Valerie Evans

6 v.

7 GENERAL MOTORS CORPORATION,

8 Defendants.

9
10 Pursuant to 28 U.S.C. § 1746, Valerie Evans hereby states:

11 1. I am over eighteen years of age and have personal knowledge of the facts stated
12 herein.

13 2. I purchased my 2003 Saturn Vue new in September 2002 from a Saturn
14 dealership in St. Louis, Missouri. When the vehicle reached approximately 83,232, the
15 transmission failed and was towed to Saturn of North County. Saturn of North County
16 diagnosed a transmission failure. I paid \$323.79 for a rental car and tow as the Saturn dealership
17 replaced the transmission.

18 3. On September 27, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel")
19 about the problems that I was having with my 2003 Saturn Vue and its transmission.

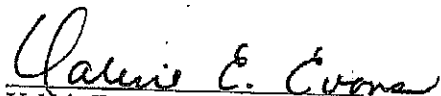
20 4. Since that time, I have had numerous communications with attorneys, a paralegal,
21 and an investigator at The Lakin Law Firm, P.C. In addition to supplying Class Counsel with
22 information and documents in my possession, I have received regular updates regarding their
23 investigation, the strategy, the class action lawsuit, discovery, and settlement negotiations. Class
24 Counsel has provided me with, and I have reviewed, various court documents before filing.

25 5. During the settlement process, I provided Class Counsel with my thoughts and
26 agreed with the overall settlement strategy. As a class member, it is my opinion that the
27 settlement provides excellent relief to compensate Saturn owners for past problems, provide
28 peace-of-mind for future problems, and reimbursement in the event of a future problem.

Declaration of Valerie Evans - 1

1 6. I have been very pleased with the work performed by Class Counsel. Class
2 Counsel was available, responsive, and thorough throughout this lawsuit. To me, their hard work
3 brought about this great settlement that provides quick relief. I fully support the payment of the
4 amount of attorneys' fees and costs provided in the settlement. I particularly appreciate that
5 Class Counsel negotiated that GM would pay those fees and costs in addition to the class relief.

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

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11 Valerie Evans

12 Dated: December 10, 2008

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

KELLY CASTILLO et al., *Individually and on behalf of all others similarly situated,*

Plaintiffs,

Case No.: 2:07-CV-02142 WBS-GGH

Declaration of Kelly Castillo

v.

GENERAL MOTORS CORPORATION,

Defendants.

Pursuant to 28 U.S.C. § 1746, Kelly Castillo hereby states:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.
2. I purchased my 2003 Saturn Vue new in January of 2003 from a Saturn dealership in Roseville, California. I had repeated problems with the transmission during the warranty period. When the vehicle reached approximately 80,000 miles in June of 2007, the Saturn dealership in Roseville diagnosed a transmission failure. I paid \$4,200 to have the dealership replace the transmission.
3. On June 1, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.
4. Since that time, I have had numerous communications with attorneys, a paralegal, and an investigator at The Lakin Law Firm, P.C. In addition to supplying Class Counsel with information and documents in my possession, I have received regular updates regarding their investigation, the strategy, the class action lawsuit, discovery, and settlement negotiations. Class Counsel has provided me with, and I have reviewed, various court documents before filing.
5. During the settlement process, I provided Class Counsel with my thoughts and agreed with the overall settlement strategy. As a class member, it is my opinion that the settlement provides excellent relief to compensate Saturn owners for past problems, provide peace-of-mind for future problems, and reimbursement in the event of a future problem.

Affidavit of Kelly Castillo - 1

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6. I have been very pleased with the work performed by Class Counsel. Class Counsel was available, responsive, and thorough throughout this lawsuit. To me, their hard work brought about this great settlement that provides quick relief. I fully support the payment of the amount of attorneys' fees and costs provided in the settlement. I particularly appreciate that Class Counsel negotiated that GM would pay those fees and costs in addition to the class relief.

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

Kelly Castillo
Kelly Castillo

Dated: 12/12, 2008

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

KELLY CASTILLO et al., Individually and on
behalf of all others similarly situated,

Plaintiffs,

Case No.: 2:07-CV-02142 WBS-GGH

Declaration of Nichole Brown

v.

GENERAL MOTORS CORPORATION,

Defendants.

Pursuant to 28 U.S.C. § 1746, Nichole Brown hereby states:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.
2. I purchased my 2003 Saturn Vue used in or about December of 2006, when it had slightly over 75,000 miles. When the vehicle reached approximately 78,000 miles in July of 2007, a Saturn dealership in Georgia quoted her a price of approximately \$6,000 to replace the transmission. I paid \$4,000 to have the transmission replaced by an independent mechanic.
3. On May 23, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.
4. Since that time, I have had numerous communications with attorneys, a paralegal, and an investigator at The Lakin Law Firm, P.C. In addition to supplying Class Counsel with information and documents in my possession, I have received regular updates regarding their investigation, the strategy, the class action lawsuit, discovery, and settlement negotiations. Class Counsel has provided me with, and I have reviewed, various court documents before filing.
5. During the settlement process, I provided Class Counsel with my thoughts and agreed with the overall settlement strategy. As a class member, it is my opinion that the settlement provides excellent relief to compensate Saturn owners for past problems, provide peace-of-mind for future problems, and reimbursement in the event of a future problem.

Declaration of Nichole Brown - 1

1 6. I have been very pleased with the work performed by Class Counsel. Class
2 Counsel was available, responsive, and thorough throughout this lawsuit. To me, their hard work
3 brought about this great settlement that provides quick relief. I fully support the payment of the
4 amount of attorneys' fees and costs provided in the settlement. I particularly appreciate that
5 Class Counsel negotiated that GM would pay those fees and costs in addition to the class relief.

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

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11 Nichole Brown

12 Dated: Dec. 18th, 2008.

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Declaration of Nichole Brown - 2

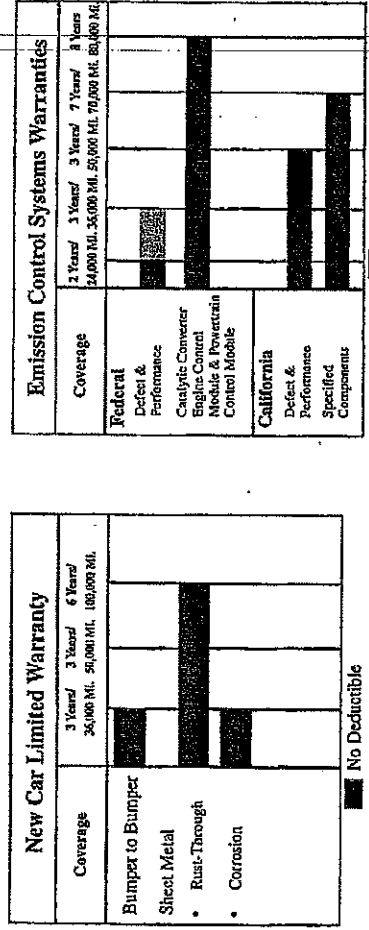


2002
Warranty & Owner Assistance
INFORMATION



Warranty Coverage at a Glance

The 2002 warranty coverages are summarized below. Please read pages 7 through 30 for complete details.



TIRE INFORMATION: Tires are warranted separately (refer to page 8 for additional information). Defects in material and workmanship continue to be covered under the "Bumper to Bumper" Coverage in the New Car Limited Warranty.



**2002 Saturn Corporation
New Car Limited Warranty**

Saturn Corporation will provide for repairs to the vehicle during the WARRANTY PERIOD in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

Warranty Applies

This warranty is for Saturn cars registered in the United States and normally operated in the Continental United States, Hawaii,* Alaska, or Canada, and is provided to the original and any subsequent owners of the car during the WARRANTY PERIOD.

Repairs Covered

This warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the WARRANTY PERIOD.

* In the state of Hawaii, authorized Saturn Service is available only on the island of Oahu.

Needed repairs will be performed using new or remanufactured parts.

Warranty Period

The WARRANTY PERIOD for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the COVERAGE period.

Bumper to Bumper Coverage

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What is Covered", and those items listed under "What is Not Covered" on pages 8 through 10.

Sheet Metal Coverage

Sheet metal panels are covered against corrosion and rust-through as follows:

New Car Limited Warranty

Damage Due to Accidents, Misuse, or Alteration

Damage caused as the result of any of the following, is not covered:

- Collision, fire, theft, freezing, vandalism, riot, explosion or objects striking the vehicle;
- Misuse of the vehicle such as driving over curbs, overloading, racing or other competition. Proper vehicle use is discussed in the Owner's Handbook;
- Alteration or modification to the vehicle including the body, chassis or components, after final assembly by Saturn. In addition, coverages do not apply if the odometer has been disconnected or its reading has been altered, or the mileage cannot be determined.

Note: This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

Damage or Corrosion Due to Environment, Chemical Treatments or Aftermarket Products

Damage caused by airborne fallout (chemicals, tree sap, etc.) stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc., is not covered. See page 14 for details on Chemical Paint Spotting.

Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended Maintenance Schedule intervals and/or failure to use or maintain fluids, fuel, lubricants or refrigerants recommended in the Owner's Handbook is not covered.

All vehicles require periodic maintenance. Maintenance services, such as those detailed in the Owner's Handbook or Maintenance publications are the owner's expense. Vehicle lubrication, cleaning, or polishing, as well as items requiring replacement or repair as a result of vehicle use, wear or exposure are not covered.

New Car Limited Warranty



2003
Warranty & Owner Assistance
INFORMATION



Warranty Coverage at a Glance

6

The 2003 warranty coverages are summarized below. Please read pages 7 through 30 for complete details.

New Car Limited Warranty	
Coverage	3 Years/ 36,000 MI, 50,000 MI, 100,000 MI
Bumper to Bumper	■ No Deductible
Sheet Metal	■ No Deductible
• Rust-Through	■ No Deductible
• Corrosion	■ No Deductible

Emission Control Systems Warranties			
Coverage	2 Years/ 24,000 MI, 36,000 MI, 50,000 MI, 70,000 MI, 80,000 MI	3 Years/ 36,000 MI, 50,000 MI, 70,000 MI, 80,000 MI	8 Years/ 80,000 MI
Federal	■ No Deductible	■ No Deductible	■ No Deductible
Defect & Performance	■ No Deductible	■ No Deductible	■ No Deductible
Catalytic Converter	■ No Deductible	■ No Deductible	■ No Deductible
Engine Control	■ No Deductible	■ No Deductible	■ No Deductible
Exhaust & Powertrain	■ No Deductible	■ No Deductible	■ No Deductible
Control Module	■ No Deductible	■ No Deductible	■ No Deductible
California	■ No Deductible	■ No Deductible	■ No Deductible
Defect & Performance	■ No Deductible	■ No Deductible	■ No Deductible
Specified Components	■ No Deductible	■ No Deductible	■ No Deductible

TIRE INFORMATION: Tires are warranted separately (refer to page 8 for additional information).
 Defects in material and workmanship continue to be covered under the "Bumper to Bumper" Coverage in the New Car Limited Warranty.



Saturn Corporation will provide for repairs to the vehicle during the WARRANTY PERIOD in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

Warranty Applies

This warranty is for Saturn vehicles registered in the United States and normally operated in the Continental United States, Hawaii,* Alaska, or Canada, and is provided to the original and any subsequent owners of the car during the WARRANTY PERIOD.

Repairs Covered

This warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the WARRANTY PERIOD.

* In the state of Hawaii, authorized Saturn Service is available only on the Island of Oahu.

Needed repairs will be performed using new or remanufactured parts.

Warranty Period

The WARRANTY PERIOD for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the COVERAGE period.

Bumper to Bumper Coverage

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What is Covered" and those items listed under "What is Not Covered" on pages 8 through 10.

Sheet Metal Coverage

Sheet metal panels are covered against corrosion and rust-through as follows:

New Car Limited Warranty

Damage Due to Accidents, Misuse, or Alteration

Damage caused as the result of any of the following, is not covered:

- Collision, fire, theft, freezing, vandalism, riot, explosion or objects striking the vehicle;
- Misuse of the vehicle such as driving over curbs, overloading, racing or other competition. Proper vehicle use is discussed in the Owner's Handbook;
- Alteration or modification to the vehicle including the body, chassis or components, after final assembly by Saturn. In addition, coverages do not apply if the odometer has been disconnected or its reading has been altered, or the mileage cannot be determined.

Note: This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

Damage or Corrosion Due to Environment, Chemical Treatments or Aftermarket Products

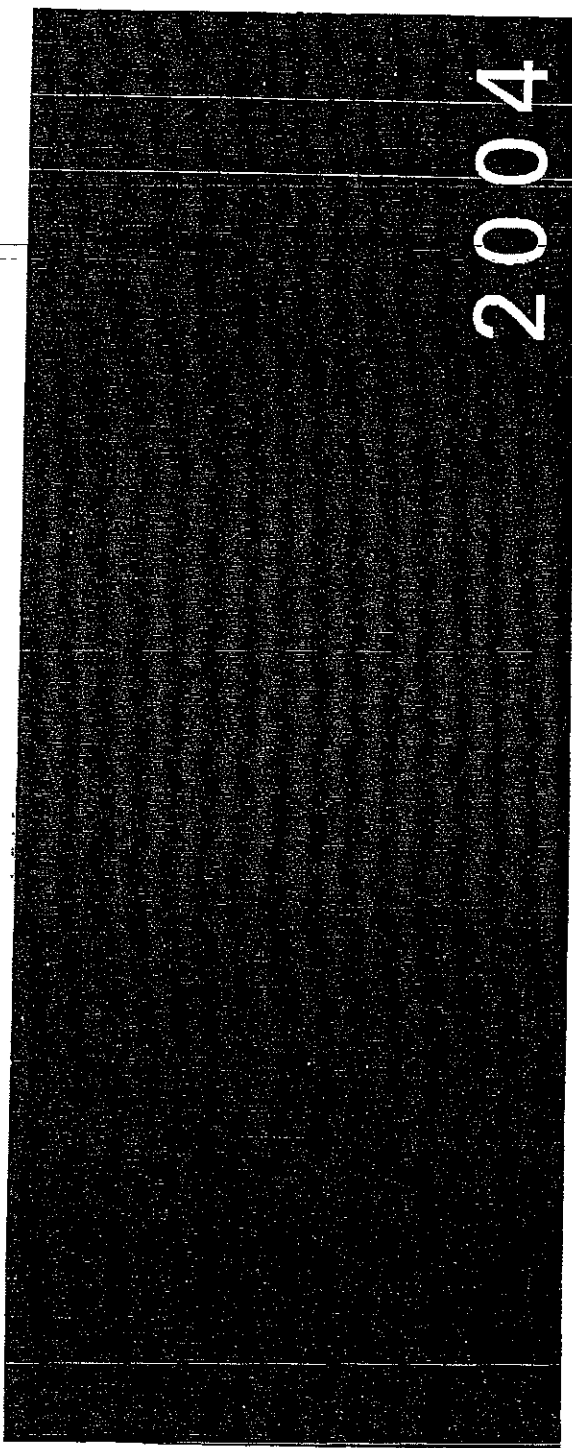
Damage caused by airborne fallout (chemicals, tree sap, etc.), stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc., is not covered. See page 12 for details on Chemical Paint Spotting.

Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended Maintenance Schedule intervals and/or failure to use or maintain fluids, fuel, lubricants or refrigerants recommended in the Owner's Handbook is not covered. Maintenance

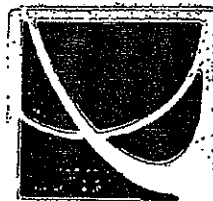
All vehicles require periodic maintenance. Maintenance services, such as those detailed in the Owner's Handbook are the owner's expense. Vehicle lubrication, clearing, or polishing, as well as items requiring replacement or repair as a result of vehicle use, wear or exposure are not covered.

New Car Limited Warranty



2004

WARRANTY AND OWNER
ASSISTANCE INFORMATION



Warranty Coverage at a Glance

The warranty coverages are summarized below.

New Vehicle Limited Warranty

Bumper-to-Bumper (Includes Tires)

- Coverage is for the first 3 years or 36,000 miles, whichever comes first.

Sheet Metal

- Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.
- Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

Emission Control Systems Warranty

Federal

- Gasoline Engines
 - Defects and performance for cars and light duty engines are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles defects in material or workmanship continue to be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage explained previously.
 - Catalytic converters, engine control modules, and powertrain control modules are covered for the first 8 years or 80,000 miles, whichever comes first.

California

- Gasoline Engines
 - Defects and performance for cars, light duty, and medium duty engines are covered for the first 3 years or 50,000 miles, whichever comes first.
 - Specified components for cars or light duty trucks equipped with either light duty or medium duty engines are covered for the first 7 years or 70,000 miles, whichever comes first.

New Vehicle Limited Warranty

Saturn will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions, and limitations.

What Is Covered

Warranty Applies

This warranty is for Saturn vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

In the state of Hawaii, authorized Saturn service is available only on the island of Oahu.

Repairs Covered

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

No Charge

Warranty repairs, including towing, parts and labor, will be made at no charge.

Obtaining Repairs

To obtain warranty repairs, take the vehicle to a Saturn retail facility within the warranty period and request the needed repairs. A reasonable time must be allowed for the retail facility to perform necessary repairs.

Warranty Period

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

Bumper-to-Bumper Coverage

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.

Damage Due to Accident, Misuse, or Alteration

Damage caused as the result of any of the following is not covered.

- collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle
- misuse of the vehicle such as driving over curbs, overloading, racing, or other competition. Proper vehicle use is discussed in the owner manual
- alteration or modification to the vehicle including the body, chassis or components after final assembly by Saturn.
- Coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.

Important: This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

Damage or Corrosion Due to Environment, Chemical Treatments, or Aftermarket Products

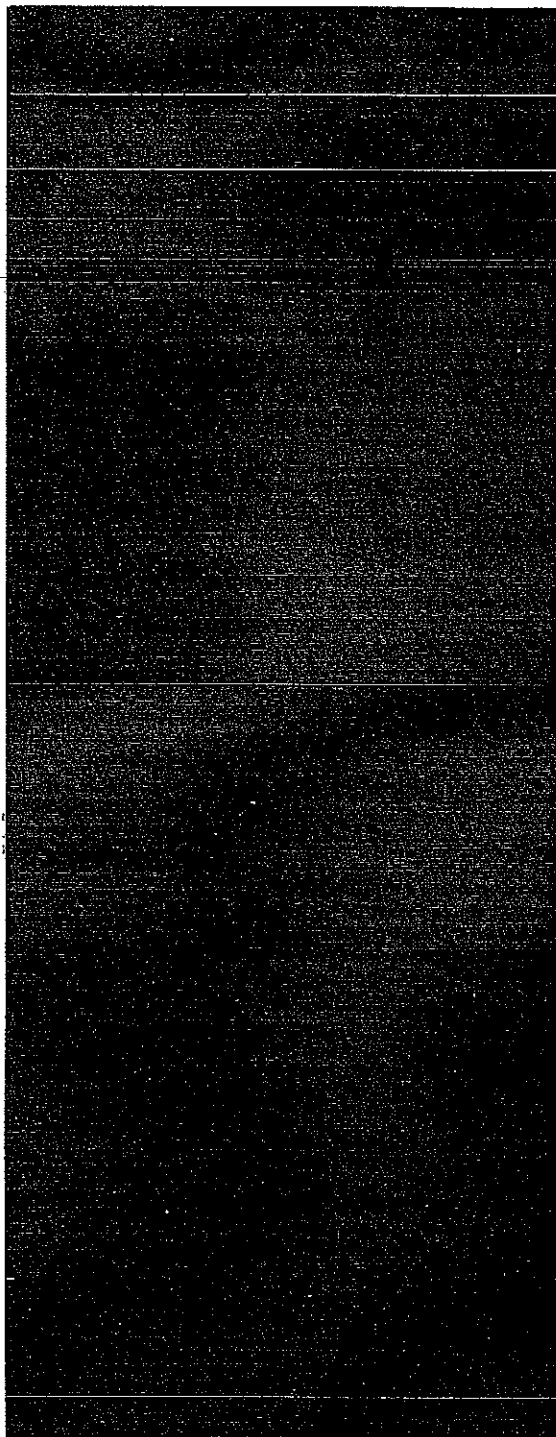
Damage caused by airborne fallout (chemicals, tree sap, etc.), stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc., is not covered. See "Chemical Paint Spotting" under *Things You Should Know About the New Vehicle Limited Warranty on page 7* for more details.

Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain fluids, fuel, lubricants, or refrigerants recommended in the owner manual is not covered.

Maintenance

All vehicles require periodic maintenance. Maintenance services, such as those detailed in the owner manual are at the owner's expense. Vehicle lubrication, cleaning, or polishing are not covered. Failure of or damage to components requiring replacement or repair due to vehicle use, wear, exposure, or lack of maintenance is not covered.



Produced by GM in Castillo, et al v. GM

CASTILLO000001098

Exhibit K

Warranty Coverage at a Glance

The warranty coverages are summarized below.

New Vehicle Limited Warranty

Bumper-to-Bumper (Includes Tires)

- Coverage is for the first 3 years or 36,000 miles, whichever comes first.

Sheet Metal

- Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.
- Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

Emission Control Systems Warranty*

* For light duty trucks see "How to Determine the Applicable Emissions Control System Warranty" under Emission Control Systems Warranty on page 10 for more information.

Federal

- Gasoline Engines

- Defects and performance for cars and light duty engines are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles defects in material or workmanship continue to be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage explained previously.

- Catalytic converters, engine control modules, and powertrain control modules are covered for the first 8 years or 80,000 miles, whichever comes first.

California

- Gasoline Engines

- Defects and performance for cars, light duty, and medium duty engines are covered for the first 3 years or 50,000 miles, whichever comes first.

- Specified components for cars or light duty trucks equipped with light duty or medium duty engines are covered for the first 7 years or 70,000 miles, whichever comes first.

New Vehicle Limited Warranty

Saturn will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions, and limitations.

What is Covered

Warranty Applies

This warranty is for Saturn vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

In the state of Hawaii, authorized Saturn service is available only on the island of Oahu.

Repairs Covered

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

No Charge

Warranty repairs, including towing, parts, and labor, will be made at no charge.

Obtaining Repairs

To obtain warranty repairs, take the vehicle to a Saturn retail facility within the warranty period and request the needed repairs. A reasonable time must be allowed for the retail facility to perform necessary repairs.

Warranty Period

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

Bumper-to-Bumper Coverage

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What is Covered" and those items listed under "What is Not Covered" later in this section.

Accessory Coverages

All Saturn accessories sold by Saturn and parts that are permanently installed on a Saturn vehicle prior to delivery will be covered under the provisions of the New Vehicle Limited Warranty.

Damage or Corrosion Due to Environment, Chemical Treatments, or Aftermarket Products

Damage caused by airborne fallout, chemicals, tree sap, etc., stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc., is not covered. See "Chemical Paint Spotting" under *Things You Should Know About the New Vehicle Limited Warranty on page 6* for more details.

Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain fluids, fuel, lubricants, or refrigerants recommended in the owner manual is not covered.

Maintenance

All vehicles require periodic maintenance. Maintenance services, such as those detailed in the owner manual are at the owner's expense. Vehicle lubrication, cleaning, or polishing are not covered. Failure of or damage to components requiring replacement or repair due to vehicle use, wear, exposure, or lack of maintenance is not covered.

Damage Due to Accident, Misuse, or Alteration

Damage caused as the result of any of the following is not covered.

- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle
- Misuse of the vehicle such as driving over curbs, overloading, racing, or other competition. Proper vehicle use is discussed in the owner manual.
- Alteration or modification to the vehicle including the body, chassis, or components after final assembly by Saturn.
- Coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.

Important: This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

There are no material differences in the standard warranty language.

Model Year	Model	Repairs Covered	Warranty	Rates Number
2002	Vue	This warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the WARRANTY PERIOD.	The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first.	CASTILL0000000527
2003	Vue	This warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the WARRANTY PERIOD.	The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first.	CASTILL0000000494
2003	Ion	This warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the WARRANTY PERIOD.	The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first.	CASTILL0000000494
2004	Vue	The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period.	The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first.	CASTILL0000001070
2004	Ion	The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period.	The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first.	CASTILL0000001070
2005	Vue	The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period.	The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first.	CASTILL0000001102

Case 2:07-cv-02142-WBS-GGH Document 67-14 Filed 02/27/2009 Page 1 of 1

Exhibit M to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

Case 2:07-cv-02142-WBS-GGH Document 67-15 Filed 02/27/2009 Page 1 of 1

Exhibit N to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

EXHIBIT L
Part 3

Case 2:07-cv-02142-WBS-GGH Document 67-16 Filed 02/27/2009 Page 1 of 1

Exhibit O to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal
Pursuant to Protective Order, *Doc. 63***

Case 2:07-cv-02142-WBS-GGH Document 67-17 Filed 02/27/2009 Page 1 of 1

Exhibit P to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

Case 2:07-cv-02142-WBS-GGH Document 67-18 Filed 02/27/2009 Page 1 of 1

Exhibit Q to Be Filed Under Seal

Pursuant to Stipulation to File Exhibits to Memorandum in Support of Final Approval of Class Settlement Under Seal

Pursuant to Protective Order, *Doc. 63*

Case 2:07-cv-02142-WBS-GGH Document 67-19 Filed 02/27/2009 Page 1 of 1

Exhibit R to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

Case 2:07-cv-02142-WBS-GGH Document 67-20 Filed 02/27/2009 Page 1 of 1

Exhibit S to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

Survey of UCC 2-719
Contractual Modification or Limitation of Remedy

Survey of UCC 2-719
Contractual Modification or Limitation of Remedy

There are no outcome-determinative conflicts of this uniform code section among the laws of the States below.

State	Code Section	Elements
D.C.	Unit Commercial Code § 2-719	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Act.
Alabama	Ala. Code 1975 § 7-2-719	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Act.
Alaska	Alaska Stat. § 45.02.302	If circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in the code.
Arizona	Ariz. Rev. Stat. Ann. § 47-2302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Arkansas	Ark. Code Ann. § 4-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this subtitle.
California	Cal. Civ. Code § 1670.5	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this code.
Colorado	Colo. Rev. Stat. Ann. § 4-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Connecticut	Conn. Gen. Stat. Ann. § 42a-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Delaware	Del. Code Ann. tit. 6, § 2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
District of Columbia	D.C. Code § 28-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this subtitle.
Florida	Fla. Stat. Ann. § 672.302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this code.
Georgia	Ga. Code Ann. § 11-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Hawaii	Haw. Rev. Stat. § 490:2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Act.
Idaho	Idaho Code Ann. § 28-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act.

Survey of UCC 2-719
Contractual Modification or Limitation of Remedy

Illinois	810 Ill. Comp. Stat. Ann. 5/2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Act.
Indiana	Ind. Code Ann. § 26-1-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in IC 26-1
Iowa	Iowa Code Ann. § 554.2302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.
Kansas	Kan. Stat. Ann. § 84-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act.
Kentucky	Ky. Rev. Stat. Ann. § 355.2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.
Louisiana		
Maine	Me. Rev. Stat. Ann. tit. 11, § 2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Title.
Maryland	Md. Code Ann., Com. Law § 2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in Titles 1 through 10 of this article.
Massachusetts	Mass. Gen. Laws Ann. ch. 106 §2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.
Michigan	Mich. Comp. Laws Ann. § 440.2302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act.
Minnesota	Minn. Stat. Ann. § 336.2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.
Mississippi	Miss. Code Ann. § 75-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Code.
Missouri	Mo. Ann. Stat. § 400.2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.
Montana	Mont. Code Ann. § 30-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this code.
Nebraska	Neb. Rev. Stat. § 2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in the Uniform Commercial Code.
Nevada	Nev. Rev. Stat. § 104.2302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.
New Hampshire	N.H. Rev. Stat. Ann. § 382-A:2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.

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New Jersey	N.J. Stat. Ann. § 12A-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Act.
New Mexico	N.M. Stat. Ann. § 55-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act.
New York	N.Y. U.C.C. Law §2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Act.
North Carolina	N.C. Gen. Stat. Ann. § 25-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this chapter.
North Dakota	N.D. Cent. Code § 41-02-19	If circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Ohio	Ohio Rev. Code Ann. § 1302.15	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in Chapters 1301, 1302, 1303, 01304, 1305, 1307, 1308, 1309, and 1310. of the Revised Code.
Oklahoma	OKla. Stat tit 12A, § 2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act.
Oregon	Or. Rev. Stat. § 72.3020	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in the Uniform Commercial Code.
Pennsylvania	13 Pa. Cons. Stat. Ann. § 2302	Resort to a remedy as provided is optional unless the remedy is expressly agreed to be exclusive, in which case it is the sole remedy.
Rhode Island	R.I. Gen. Laws § 6A-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in title 6A.
South Carolina	S.C. Code Ann. Regs. § 36-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act.
South Dakota	S.D. Codified Laws § 57A-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Tennessee	Tenn. Code Ann. § 47-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in chapters 1-9 of this title.
Texas	Tex. Bus. & Com. Code Ann. § 2.302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Utah	Utah Code Ann. § 70A-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act. [FN11]
Vermont	Vt. Stat. Ann. tit. 9A, § 2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this title.
Virginia	Va. Code Ann. § 8.2-302	Where circumstances cause an exclusive or limited remedy to fail of its

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Washington	Wash. Rev. Code Ann. § 62A.2-302	essential purpose, remedy may be had as provided in this act.
West Virginia	W. Va. Code, § 46-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Title.
Wisconsin	Wis. Stat. Ann. § 402.302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this article.
Wyoming	Wyo. Stat. Ann. § 34-1-2-302	Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this act [§§ 34.1-1-101 through 34.1-10-104].

Exhibit T

Survey of UCC § 2-302
Unconscionable Contract or Clause or Term

There are no outcome-determinative conflicts of this uniform code section among the laws of the States below.

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Exhibit U

State	Code Section	Elements
Alabama	Ala. Code 1975 § 7-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Alaska	Alaska Stat. § 45.02.302	<p>(a) If the court as a matter of law finds the contract or a clause of the contract was unconscionable at the time it was made, the</p>

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		<p style="text-align: center;">court may refuse to enforce the contract without the unconscionable clause, or so limit the application of an unconscionable clause as to avoid an unconscionable result.</p> <p>(b) If it is claimed or appears to the court that the contract or any clause may be unconscionable, the parties shall be given a reasonable opportunity to present evidence as to its commercial setting, purpose, and effect to aid the court in making the determination.</p>
<p style="text-align: center;">Arizona</p>	<p style="text-align: center;">Ariz. Rev. Stat. Ann. § 47-2302</p>	<p>A. If the court as a matter of law finds the contract or any clause of the contract to have unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause as to avoid any unconscionable result.</p> <p>B. When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
<p style="text-align: center;">Arkansas</p>	<p style="text-align: center;">Ark. Code Ann. § 4-2-302</p>	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
<p style="text-align: center;">California</p>	<p style="text-align: center;">Cal. Civ. Code § 1670.5</p>	<p>(a) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may</p>

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Unconscionable Contract or Clause or Term

Colorado	Colo. Rev. Stat. Ann. § 4-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made, the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court the contract or any clause thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose, and effect, to aid the court in making the determination.</p>
Connecticut	Conn. Gen. Stat. Ann. § 42a-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

Survey of UCC § 2-302
Unconscionable Contract or Clause or Term

Delaware	Del. Code Ann. tit. 6, § 2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
District of Columbia	D.C. Code § 28:2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Florida	Fla. Stat. Ann. § 672.302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

Survey of UCC 2-302
Unconscionable Contract or Clause or Term

Georgia	Ga. Code Ann. § 11-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose, and effect to aid the court in making the determination.</p>
Hawaii	Haw. Rev. Stat. § 490:2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Idaho	Idaho Code Ann. § 28-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

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Unconscionable Contract or Clause or Term

Illinois	810 Ill. Comp. Stat. Ann. 5/2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Indiana	Ind. Code Ann. § 26-1-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Iowa	Iowa Code Ann. § 554.2302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in</p>

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Unconscionable Contract or Clause or Term

Kansas	Kan. Stat. Ann. § 84-2-302	<p>making the determination.</p> <p>(3) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(4) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Kentucky	Ky. Rev. Stat. Ann. § 355-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Louisiana	La. Rev. Stat. Ann. § 9:3516	<p>(36) "Unconscionable". A contract or clause is unconscionable when at the time the contract is entered into it is so onerous, oppressive or one-sided that a reasonable man would not have freely given his consent to the contract or clause thereof in question; provided, however, for the purposes of this chapter, an agreement, clause, charge or practice expressly permitted by this chapter or any other law or regulation of this state or of the United States or subdivision of either, or an arrangement, clause, charge or practice necessarily implied as being permitted by this chapter or any other law or regulation of this</p>

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Unconscionable Contract or Clause or Term

		state or the United States or any subdivision of either is not unconscionable.
Maine	Me. Rev. Stat. Ann. tit. 11, § 2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Maryland	Md. Code Ann., Com. Law § 2-302	<p>(5) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(6) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Massachusetts	Mass. Gen. Laws Ann. ch. 106 § 2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its</p>

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Michigan	Mich. Comp. Laws Ann. § 440.2302	<p>commercial setting, purpose, and effect to aid the court in making the determination.</p> <p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Minnesota	Minn. Stat. Ann. § 336.2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Mississippi	Miss. Code Ann. § 75-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

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Unconscionable Contract or Clause or Term

		<p>commercial setting, purpose and effect to aid the court in making the determination.</p>
Missouri	Mo. Ann. Stat. § 400.2-302	<p>(7) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(8) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Montana	Mont. Code Ann. § 30-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Nebraska	Neb. Rev. Stat. § 2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its</p>

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Exhibit U

		<p>commercial setting, purpose and effect to aid the court in making the determination.</p> <p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Nevada	Nev. Rev. Stat. § 104.2302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
New Hampshire	N.H. Rev. Stat. Ann. § 382-A:2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
New Jersey	N.J. Stat. Ann. § 12A:2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be</p>

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New Mexico	N.M. Stat. Ann. § 55-2-302	<p>afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p> <p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
New York	N.Y. U.C.C. Law §2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
North Carolina	N.C. Gen. Stat. Ann. § 25-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

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North Dakota	N.D. Cent. Code § 41-02-19	<p>afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p> <p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose, and effect to aid the court in making the determination.</p>
Ohio	Ohio Rev. Code Ann. § 1302.15	<p>(A) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(B) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose, and effect to aid the court in making the determination.</p>
Oklahoma	Okla. Stat. tit. 12A, § 2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be</p>

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Oregon	Or. Rev. Stat. § 72.3020	<p>afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p> <p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Pennsylvania	13 Pa. Cons. Stat. Ann. § 2302	<p>(a) Finding and authority of court.—If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made, the court may:</p> <p>(1) refuse to enforce the contract;</p> <p>(2) enforce the remainder of the contract without the unconscionable clause; or</p> <p>(3) so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(b) Evidence by parties.—When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Rhode Island	R.I. Gen. Laws § 6A-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the</p>

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South Carolina	S.C. Code Ann. Regs. § 36-2-302	<p>unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose, and effect to aid the court in making the determination.</p> <p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
South Dakota	S.D. Codified Laws § 57A-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

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Tennessee	Tenn. Code Ann. § 47-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Texas	Tex. Bus. & Com. Code Ann. § 2.302	<p>(a) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(b) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Utah	Utah Code Ann. § 70A-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

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Vermont	Vt. Stat. Ann. tit. 9A, § 2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Virginia	Va. Code Ann. § 8.2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Washington	Wash. Rev. Code Ann. § 62A-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

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West Virginia	W. Va. Code § 46-2-302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Wisconsin	Wis. Stat. Ann. § 402.302	<p>(1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(2) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>
Wyoming	Wyo. Stat. Ann. § 34-1-2-302	<p>(a) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.</p> <p>(b) When it claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.</p>

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LAKINCHAPMAN_{LLC}

LakinChapman LLC consists of sixteen (16) attorneys, two (2) Of Counsel, four (4) paralegals, five (5) investigators, and twenty six (26) support staff members. LakinChapman attorneys have built their reputation on their aggressive representation and successful track record in the courtroom—trying forty nine (49) cases to verdict since 2005.

LakinChapman attorneys are highly-experienced and draw from their varied professional backgrounds. For example, LakinChapman clients enjoy the benefits of having a team of attorneys consisting of a former Illinois appellate court judge, a current Illinois state representative, a former partner at a national firm, a former in-house attorney at a Fortune 500 company, a former appellate court clerk, and attorneys who have argued before the Supreme Court of the United States. The diversity of the attorneys allows LakinChapman to aggressively pursue the clients' best interests in an efficient and effective manner. In addition, LakinChapman has invested in technology and other substantial resources to equip its attorneys to pursue and achieve successful outcomes for clients in complex multi-party, multi-issue, multi-jurisdictional cases.

Complex Litigation

LakinChapman has established a complex litigation practice group within the firm to dedicate attorneys, paralegals, and staff members to handle class action and other complex litigation. LakinChapman attorneys have achieved remarkable success for clients against a broad spectrum of sophisticated defendants—recovering in excess of \$450 million in benefits for class members:

<u>Case Name</u>	<u>Jurisdiction</u>	<u>Final Approval Date</u>	<u>Minimum Class Benefit</u>
Bemis v. AutoOwners Ins. Co.	Illinois	April 3, 2009	\$4,500,000
Fischer v. Arrowood	Illinois	March 27, 2009	\$1,416,000
Pederson v. Trilegiant Corp.	Illinois	July 18, 2008	\$35,000,000
Kolker v. DIRECTV	Illinois	July 15, 2008	\$2,360,000
Wratchford v. Accredited Home Lenders, Inc	Illinois	June 6, 2008	\$1,009,920
Allied/Nationwide Consolidated Litigation			\$33,029,601
<i>Cashman</i>	US Dist. Ct. Ariz.	March 17, 2008	
<i>Garza</i>	Texas	March 6, 2008	
Murphy v. BMG	Illinois	March 15, 2007	\$8,000,000

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Knight v. Homecomings	Illinois	December 22, 2006	\$10,408,464
McLaughlin v. Citibank	Illinois	December 22, 2006	\$2,640,000
Metro Petroleum v. First Colony	Illinois	December 20, 2006	\$1,300,000
Maulding v. Hilton Hotels Corp.	Illinois	November 21, 2006	\$3,123,329
O'Leary, et. al. v. America Online, Inc.	Illinois	February 22, 2006	\$56,176,000
Total Loss Consolidated Litigation	Illinois	December 20, 2005	\$92,000,000
CGU			
<i>Prudential Prop. and Casualty Ins. Co.</i>			
<i>Country Mutual Ins. Co.</i>			
<i>Progressive Premier Ins. Co. of IL</i>			
<i>Economy Preferred Ins. Co.</i>			
<i>Hartford Ins. Co. of IL</i>			
<i>National General Ins. Co.</i>			
<i>Travelers Prop. Casualty Ins. Co. of IL</i>			
<i>Atlanta Casualty Co., et. al.</i>			
<i>Colonial Penn Ins. Co.</i>			
<i>Allstate Ins. Co., et. al.</i>			
Bemis v. USAA et. al.	Illinois	October 21, 2005	\$35,000,000
Defrates v. Hollywood Entertainment Corp.	Illinois	June 24, 2005	\$9,000,000
Aleman v. Horace Mann Ins. Co.	Texas	March 14, 2005	\$3,000,000
Froeber v. Liberty Mutual Fire Ins. Co.	Oregon	March 1, 2005	\$6,109,585
Morningstar v. AMEX	Illinois	February 19, 2004	\$1,785,000
Caliper, et al v. Masco Corp. et. al.	Illinois	September 26, 2003	\$100,000,000
Littleton v. Shelter Ins. Co.	Illinois	April 11, 2003	\$6,000,000
Cox v. Country Mutual Ins. Co., et. al.	Illinois	February 14, 2003	\$900,000
Ragan v. Travelers Property Casualty Co. et. al.	Illinois	December 16, 2002	\$11,000,000
Triad v. UPS	Illinois	December 5, 2001	\$38,500,000

LakinChapman attorneys have also successfully certified the following cases:

<u>Case Name</u>	<u>Jurisdiction</u>	<u>Certification Date</u>
Coy, et al v. Travelers et al.	Illinois	October 14, 2008
Madison, et al v. Hartford Ins. Co.	Illinois	July 7, 2008
Kaltenbronn, et al v. Liberty Mutual Ins. Co.	Illinois	June 30, 2008
Zobrist v. Verizon	American Arb. Assoc.	March 10, 2008
Fischer v. Universal Ins. Co.	Illinois	November 26, 2007
Fischer v. General Casualty Ins. Co.	Illinois	November 13, 2007
Hall v. Sprint Spectrum et. al.	Illinois	May 20, 2005
Barrera v. Best Buy Co. Inc.	Texas	March 18, 2005
Wratchford v. CBSK Financial Group, Inc.	Illinois	January 28, 2005
Wratchford v. Accredited Home Lenders, Inc	Illinois	January 28, 2005
Singleton v. Government Employees Ins. et. al.	Illinois	November 12, 2004
Snyder v. Sprint Spectrum L.P.	Illinois	March 30, 2004
Pederson v. Trilegiant Corp.	Illinois	February 20, 2004
Phillips v. Ford Motor Co.	Illinois	September 15, 2003
Marshall, et al. v. H&R Block Tax Services	Illinois	August 27, 2003
Bocher v. United Life Ins. Co.	Illinois	July 3, 2003
Maulding v. Hilton Hotels Corp.	Illinois	June 26, 2003
Bemis v. United Services Automobile Assoc.	Illinois	June 10, 2003
Defrates v. Hollywood Entertainment Corp.	Illinois	May 14, 2003

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Hernandez v. American Family Mutual, etc.	Illinois	October 21, 2002
Caliper, et al v. Masco Corp. et al.	Illinois	September 24, 2002
Strasen v. Allstate Ins. Co.	Illinois	September 10, 2001
Triad v. UPS	Illinois	April 5, 2001
Littleton v. Shelter Ins. Co.	Illinois	September 11, 2000

In addition to recovering benefits for class members, LakinChapman attorneys have successfully changed the legal landscape for consumers on a variety of issues from class prohibitions in arbitration clauses, *Kinkel v. Cingular Wireless, LLC*, 857 N.E.2d 250 (Ill. 2006); *Wigginton v. Dell, Inc.*, 890 N.E.2d 541 (Ill. App. Ct. 2008), to the fraudulent use of appraisal clauses, *Hanke v. American Int'l South Ins. Co.*, 782 N.E. 2d 328 (Ill. App. Ct. 2002) and to the voluntary payment doctrine and federal banking preemption, *Shaw v. US Bank, N.A.*, No. 5-06-0510 (Ill. App. Ct. 2008) (Rule 23 order).

LakinChapman attorneys and paralegals dedicated to the Complex Litigation practice group include:

Bradley M. Lakin. Education: University of Illinois (B.A. 1993); Northern Illinois University School of Law (J.D. 1997). Experience: Managing Partner, LakinChapman, LLC (2009 – present); President, The Lakin Law Firm, P.C. (1997 – 2008). Honors & Activities: 2008, 2009 Illinois Super Lawyers; 2006 40 Illinois Lawyers Under Forty to Watch; Crain's Chicago Business 2nd largest verdict in the State of Illinois (2005); Verdict Search's Top 100 List. (30th Nationwide); American Association for Justice (Leaders Forum and State Delegate); Illinois Trial Lawyers Association; Illinois State Bar Association; Madison County Bar Association. Admitted to Practice: State of Illinois and the Southern District of Illinois.

Mr. Lakin is the Managing Attorney of LakinChapman, LLC. Mr. Lakin has exclusively represented plaintiffs in class action litigation since 1998. He has been appointed co-lead and/or lead counsel in numerous class actions and has argued class certification motions, decertification motions, notice plans and other substantive motions. He has deposed corporate representatives and witnesses regarding certification and merits issues. Mr. Lakin has also handled preliminary approval hearings, final approval hearings and objector evidentiary issues. Likewise, he has handled class settlement negotiations, class settlement mediations, preliminary approval hearings, final approval hearings, objector evidentiary hearings, and claims administrative issues. Reported Decisions involving Class Actions: *Stock v. Integrated Health Plan, Inc.*, 241 F.R.D. 618 (S.D.

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Ill. 2007); Hall v. Sprint Spectrum L.P., 376 Ill.App.3d 822 (Ill. App. Ct. 2007); Hall v. Sprint Spectrum L.P., 368 Ill.App.3d 820 (Ill. App. Ct. 2006); Kern v. DaimlerChrysler Corp., 364 Ill.App.3d 708 (Ill. App. Ct. 2006); Austin v. Illinois Farmers Ins. Co., 351 Ill.App.3d 931 (Ill. App. Ct. 2004); Peach v. CIM Ins. Co., 352 Ill.App.3d 691 (Ill. App. Ct. 2004); Boxdorfer v. DaimlerChrysler Corp., 339 Ill.App.3d 335 Ill. App. Ct. 2003); Reynolds v. GMAC Financial Services, Inc., 344 Ill.App.3d 843 (Ill. App. Ct. 2003); Hanke v. American Intern. South Ins. Co., 335 Ill.App.3d 1164 (Ill. App. Ct. 2002). Phillips v. Ford, 435 F.3d 785 (7th Cir. 2006). In addition to class action litigation, Mr. Lakin has extensive experience in the following practice areas: Federal Employers Liability Act, Nursing Home Abuse and Neglect and Product Liability. He has tried cases to verdict in Illinois, Missouri, Nebraska, Oklahoma, Arkansas and West Virginia.

Charles W. Chapman. Education: Southern Illinois University Edwardsville (B.A. Chemistry 1963); St. Louis University School of Law (J.D. 1967); University of Virginia School of Law (LLM 1992). Experience: LakinChapman LLC (2009 – present); Charles W. Chapman Chartered (2001 – 2009); of counsel to The Lakin Law Firm, P.C. (2001 – 2009); Appellate Court Justice, Fifth District (1988 – 2001); Circuit Judge Third Judicial Circuit (1979 – 1988); private practice with Morris P. Chapman (1968 – 1979); (partner 1970 – 1979); law clerk to Federal Judge Omer Poos Southern District of Illinois (1967 – 1968); research chemist John Cochran Veteran's Hospital (1963 – 1967). Publications: *Product Liability in Illinois*, co-author; *Illinois Objections at Trial*, co-author; *Jaws XVI: The exceptions that ate Rule 220*, 26 J. Marshall L. Rev. 189(1993); Charles W. Chapman, *An Appellate Judge Looks at Recent Rule 220 Cases*, 82 Ill. B.J. 478(1994). In addition to the above publications, Mr. Chapman is the author of several hundred judicial opinions during the course of his 13 years in the Appellate Court. Honors & Activities: Outstanding Trial Judge in the United States 1984; Illinois Super Lawyers 2009, 2008, 2007; American Association for Justice; Illinois Trial Lawyers; Illinois State Bar Association; Madison County Bar Association; Alton-Wood River Bar Association. Admitted to Practice: United States Supreme Court, United States Court of Appeals 7th Circuit; United States District Court Southern District of Illinois; State of Illinois.

Mr. Chapman has engaged in an active trial practice both before and after his judicial career. Since retiring the bench, Mr. Chapman has been engaged in the preparation and trial of serious personal injury cases. Mr. Brad Lakin and Mr. Chapman together tried a case against Ford Motor Company which resulted in the largest non-asbestos litigation verdict in Madison County, Illinois in 2005. Mr. Chapman also tried a wrongful death case in Randolph County, Illinois and received the highest jury verdict in that county in 2006.

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Robert W. Schmieder II. *Education:* Northwestern University (B.A. 1993); Southern Illinois University School of Law (J.D. 1996). *Experience:* LakinChapman LLC (2009-present); The Lakin Law Firm, P.C. (2005-2008); Sonnenschein Nath & Rosenthal LLP (1998-2005; partner, 2003-2005); Gallop Johnson & Neuman LC (1996-1998). *Publications:* WARNING: SELLERS MAY NOW HAVE A POST-SALE DUTY TO WARN, 50 FICC Quarterly 533 (2000); STUCK ON THE TRACKS: THE FELA ENGINE VS. THE ETHICAL CABOOSE, 20 S. ILL. U.L.J. 331 (1996) (Best Comment Award); WORKERS' COMPENSATION AND CONTRIBUTION IN ILLINOIS: PUNCHING A HOLE IN THE KOTECKI CEILING, 20 S. ILL. U.L.J. 651 (1996). *Honors & Activities:* 2009 Illinois Super Lawyers; American Association for Justice; Illinois Trial Lawyers Association; Illinois State Bar Association; Missouri Bar Association; Madison County Bar Association; *Southern Illinois University Law Journal* Board of Editors; Order of Barristers; and the National Health Law Moot Court Team. *Admitted to Practice:* State of Illinois, State of Missouri, the United States Court of Appeals (Third Circuit, Seventh Circuit, and Eighth Circuit), and the United States District Court (Central District of Illinois, Southern District of Illinois, and Eastern District of Missouri).

Mr. Schmieder has litigated class action cases since 1997. From 1997 until 2005, he primarily represented defendants in class action litigation. Since 2005, Mr. Schmieder has exclusively represented plaintiffs (including certified classes) in class action litigation. He has argued appeals, motions before the United States Judicial Panel on Multidistrict Litigation (MDL Panel), class certification motions, decertification motions, and other substantive motions. Mr. Schmieder has regularly deposed corporate representatives, witnesses, and experts regarding certification and merits issues. Likewise, he has handled class settlement negotiations, class settlement mediations, preliminary approval hearings, final approval hearings, objector evidentiary hearings, and claims administrative issues. *Reported Decisions involving Class Actions:* Chandler v. Norwest Bank Minn., N.A., 137 F.3d 1053 (8th Cir. 1998); Reynolds v. Diamond Foods & Poultry, Inc., 79 S.W.3d 907 (Mo. en banc 2002); Nesby v. Country Mut. Ins. Co., 805 N.E.2d 241 (Ill. App. Ct. 2004); Boxdorfer v. DaimlerChrysler Corp., 396 F. Supp.2d 946 (C.D. Ill. 2005); Phillips v. Ford, 435 F.3d 785 (7th Cir. 2006). In addition to class action litigation, Mr. Schmieder has handled other complex litigation, including commercial, insurance coverage, insurance bad faith, construction, product liability, toxic tort, pharmaceutical, and personal injury litigation. He has tried cases to verdict in the Illinois counties of Cook, Madison and St. Clair and in St. Louis City and St. Louis County, Missouri. In addition, Mr. Schmieder has argued appeals, handled bench trials, handled class certification hearings, arbitrations, and handled evidentiary proceedings in a

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multitude of jurisdictions. Other Reported Decisions: Reliance Nat. Ins. Co. v. Great Lakes Aviation, Ltd., 12 F. Supp.2d 854 (C.D. Ill. 1998); Forty Bon, Inc. v. St. Louis Inv. Properties, Inc., 965 S.W.2d 471 (Mo. App. Ct. 1998); Raskas Foods, Inc. v. Southwest Whey, Inc., 978 S.W.2d 46 (Mo. App. Ct. 1998); Olean Assoc., Inc. v. Knights of Columbus, 5 S.W.3d 518 (Mo. App. Ct. 1999); Lancaster v. American & Foreign Ins. Co., 258 F.3d 780 (8th Cir. 2001) (Lancaster I); Lancaster v. American & Foreign Ins. Co., 272 F.3d 1059 (8th Cir. 2001) (Lancaster II); Moore v. Johnson County Farm Bureau, 798 N.E.2d 790 (Ill. App. Ct. Dist. 2003).

Mark L. Brown. Education: Bradley University (B.A., *Summa Cum Laude*, 1994); Washington University School of Law (J.D. 1997). Experience: LakinChapman LLC (2009-present); The Lakin Law Firm, P.C. (2007-2008); Charter Communications Inc., Legal Department (2005-2006); Sonnenschein Nath & Rosenthal LLP (2002-2005); Thompson Coburn LLP (1997-2002). Publications: MISSOURI'S LONG-ARM STATUTE: WHO NEEDS IT?, Missouri Organization of Defense Lawyers (1999). Honors & Activities: American Bar Association; Illinois State Bar Association; Missouri Bar Association. Admitted to Practice: Illinois, Missouri, United States Court of Appeals (Eighth Circuit), and the United States District Court (Central District of Illinois, Southern District of Illinois, and Eastern District of Missouri).

Mr. Brown has actively litigated class action cases since January of 2007, exclusively representing plaintiffs (including certified classes). In addition, he was frequently consulted on class action matters while Director of Litigation and Senior Counsel for Charter Communications Inc. Mr. Brown has handled class settlement negotiations, class settlement mediations, dispositive motion hearings, and a variety of depositions in class action cases. In addition to class action litigation, Mr. Brown has handled a wide variety of complex litigation, including commercial, intellectual property, franchise, product liability, toxic tort, and personal injury litigation, the majority on behalf of Fortune 500 clientele. He has tried cases in St. Louis City and St. Louis County, Missouri, Scott County, Iowa, and the U.S. District Court for the Western District of Wisconsin, as well as in arbitration proceedings in Missouri, California, and Tennessee. Moreover, Mr. Brown has handled evidentiary proceedings in the Circuit Court of Madison County, Illinois and the U.S. District Court for the Eastern District of Missouri, and he has argued a variety of motions in a multitude of jurisdictions. He has deposed and defended the depositions of countless lay and expert witnesses. As Director of Litigation and Senior Counsel for Charter Communications Inc., a Fortune 500 Company, he was responsible for overseeing an extremely wide range of litigation, including substantial litigation involving consumer disputes. Reported Decisions: Medicine Shoppe International, Inc. v. S.B.S. Pill Dr., Inc., 336

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F.3d 801 (8th Cir. 2003); *Burds v. Union Pacific Corp.*, 223 F.3d 814 (8th Cir. 2000); *Scanwell Freight Express STL, Inc. v. Chan*, 162 S.W.3d 477 (Mo. 2005).

Jonathan B. Piper. Education: Princeton University (A.B. 1977); The Yale Law School (J.D. 1987). Experience: LakinChapman LLC (2009-present); The Lakin Law Firm, P.C. (2007-2008); Freed & Weiss, LLC (2003-2007); The Office of the Illinois Appellate Defender (2002-2003); *Sommerschein Nath & Rosenthal LLP* (1987-2002). Publications: Contributing Author, *RACE FOR JUSTICE* (1995). Admitted to Practice: State of Illinois, the United States Court of Appeals (Third Circuit, Seventh Circuit), and the United States District Court (Northern District of Illinois and Southern District of Illinois).

Mr. Piper has litigated class actions and other complex litigation cases throughout his career, both from the plaintiff and defense standpoints, including nationally prominent consumer and insurance matters. He has been appointed class counsel in significant national class cases including the Nationwide Insurance medical payments settlement, and led negotiations of the AOL unauthorized charges settlement. In addition, Mr. Piper has broad experience representing individuals in civil rights and constitutional cases, including devoting a year to working on criminal appeals for indigent defendants. Other Reported Decisions: *Com. v. Abu-Jamal*, 720 A.2d 79 (Pa. 1998); *Willey v Springs*, 47 F.3d 1475 (7th Cir. 1995); *Bennett & Kahnweiler, Inc. v. American Nat. Bank & Trust Co. of Chicago*, 256 Ill.App.3d 1002 (Ill. App. 1993); *Mitsui Taiyo Kobe Bank, Ltd. v. First Nat. Realty & Development Co., Inc.*, 788 F. Supp. 1007 (N.D. Ill. 1992); *Fort Wayne Books, Inc. v. Indiana*, 489 U.S. 46 (1989).

Daniel Cohen. Education: Washington University School of Law (J.D. 1992); Washington University (B.A. 1989). Experience: LakinChapman LLC (2009-present); Lakin Law Firm, P.C. (2002-2008); Bauer & Baebler, P.C. (1998-2002); C. Marshall Friedman, P.C. (1995-1998); Jon Carlson & Associates (1992-1995). Admitted to Practice: Illinois, Missouri, United States Supreme Court, United States Circuit Court of Appeals (7th Circuit), United States Circuit Court of Appeals (5th Circuit), United States District Court (Eastern District of Missouri), United States District Court (Southern District of Illinois). Honors and Activities: American Association for Justice; Illinois Trial Lawyers Association; Missouri Association of Trial Attorneys; American Bar Association; Illinois State Bar Association; Missouri Bar Association.

Mr. Cohen concentrates his practice of law in the fields of class action and personal injury litigation. Since 2002, Mr. Cohen has devoted a substantial portion of his practice to the prosecution of consumer fraud class actions in state and federal courts. Mr. Cohen is currently handling numerous certified class

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actions, prosecuting claims on behalf of millions of class members on a nationwide and/or multistate basis. Mr. Cohen also has prosecuted hundreds of personal injury cases, including Federal Employer's Liability Act and complex product liability claims, in the state courts of Missouri, Illinois, Kansas, Nebraska, Colorado, Montana and Texas, and in the federal courts of Missouri, Kansas, Texas, Arkansas and Oklahoma. He has tried cases to verdict in the state courts of Missouri, Illinois, Kansas, Nebraska and Texas, and in the federal courts of Missouri and Texas.

Paul A. Marks. Education: St. Louis University School of Law (J.D. 1999); Illinois State University (B.S. 1988). Experience: The Lakin Law Firm, P.C. (2003-Present); Chambers of Justice Thomas M. Welch, Illinois Appellate Court, Fifth District (1999-2003); background in trust and investment services. Publications: Editor and Member, *St. Louis University Law Journal* (1997-1999). Admitted to Practice: Illinois, Missouri, United States Court of Appeals (Seventh Circuit), and the United States District Court (Southern District of Illinois). Honors & Activities: American Association for Justice; Illinois Trial Lawyers Association; American Bar Association; Illinois State Bar Association; Missouri Bar Association; Seventh Circuit Bar Association; Bar Association of Metropolitan St. Louis; Madison County Bar Association (President 2008-2009); Tri-City Bar Association (President 2004); Alton-Wood River Bar Association; Vice President of District Operations, Trails West Council, Boy Scouts of America.

Mr. Marks concentrates his practice in complex litigation, with an emphasis in the insurance and financial-services sectors. His work includes motion practice, discovery, class certification, and class settlement. In addition, Paul Marks has prosecuted and defended personal injury cases. He has also handled probate matters, secured interlocutory relief, litigated professional-responsibility cases and defended clients accused of criminal misdemeanors.

Andrew W. Kuhlmann. Education: University of Northern Colorado (B.A. Music 1999); University of Minnesota Law School (J.D. 2002). Honors & Activities: Editor, *Law & Inequality: A Journal of Theory & Practice*; Dean's List; Illinois State Bar Association; The Missouri Bar. Admitted to Practice: State of Illinois, State of Missouri, United States Court of Appeals (Seventh Circuit) and the United States District Court (Central District of Illinois, Southern District of Illinois, and Eastern District of Missouri).

Mr. Kuhlmann concentrates his practice in complex litigation, focusing on class action litigation, *qui tam* litigation, and commercial disputes. Prior to joining LakinChapman, Mr. Kuhlmann had an active civil litigation practice, where he handled trials, administrative hearings, evidentiary hearings, all

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Exhibit V

aspects of discovery, several appeals, and an active motion practice. In his first year in practice, Mr. Kuhlmann was appointed lead class counsel on behalf of several hundred tenants of a large apartment complex. Similarly, he has handled complex real estate, construction, personal injury, employment, and disability-related education litigation. Before practicing law, Mr. Kuhlmann co-managed his family business in the St. Louis area and was a professional chef in St. Louis and Minneapolis.

Matthew R. Cheatham, Paralegal. Education: Maryville University St. Louis (B.A. in paralegal studies with a minor in sociology in 2004 *cum laude*). Experience: LakinChapman LLC (2009-present); The Lakin Law Firm, P.C. (2005-2008); Sonnenschein Nath & Rosenthal LLP (2003-2005); The United States Navy (1997-2001). Honors & Activities: Inducted into *Lambda Epsilon Chi* (National Honor Society in Paralegal Studies). Mr. Cheatham has assisted attorneys in class action litigation since 2003. Under the direct supervision of the attorneys, Mr. Cheatham has assisted in class action cases by compiling and/or responding to discovery, researching legal issues, preparing pleadings including class certification motions, supervising other paralegals that analyze and summarize documents produced by opposing counsel, interviewing witnesses, investigating experts, and investigating defendants and theories of recovery before filing suit.

Crystal L. Duckett, Paralegal. Education: Webster University St. Louis (B.A. in Legal Studies in 2008 Departmental Honors). Experience: LakinChapman LLC (2009-present); The Lakin Law Firm, P.C. (2006-2008). Activities: Under the direct supervision of the attorneys, Mrs. Duckett has assisted in class action cases by compiling and/or responding to discovery, researching legal issues, and preparing pleadings.

LakinChapman attorneys who are available to assist the Complex Litigation practice group include:

Charles W. Armbruster III. Education: Washington University School of Law (J.D. 1992); University of Michigan (B.S. 1989). Admitted to Practice: State of Illinois, State of Missouri, State of West Virginia, the United States District Court (Eastern District of Missouri, Southern District of Illinois, Central District of Illinois, Northern District of Illinois, Eastern District of Arkansas, Western District of Arkansas, Eastern District of Oklahoma, and Southern District of West

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EXHIBIT L
Part 4

Virginia), the United States Bankruptcy Court Northern District of Oklahoma, and the United States Court of Appeals (Eighth Circuit and Tenth Circuit).

Michael T. Blotevogel. *Education:* Truman State University (B.A., B.S. 1995); University of Minnesota (M.P.A. 1997); Washington University School of Law (J.D. 2003). *Admitted to Practice:* State of Illinois, State of Missouri, the United States District Court (Southern District of Illinois, Eastern District of Missouri, Eastern District of Oklahoma, Northern District of Oklahoma, Western District of Arkansas, and Eastern District of Arkansas), and the United States Court of Appeals (Fifth Circuit, Seventh Circuit, and Tenth Circuit).

Rodney D. Caffey. *Education:* Illinois State University (B.S. 1992); Oklahoma City University School of Law (J.D. 2002). *Admitted to Practice:* State of Illinois, State of Missouri, and the United States District Court (Southern District of Illinois and Eastern District of Missouri).

Roy C. Dripps. *Education:* St. Louis University (B.A. 1978); St. Louis University Law School (J.D. 1981). *Admitted to Practice:* State of Illinois, State of Missouri, the United States Supreme Court, the United States Claims Court, the United States Court of Appeals (Seventh, Eighth and Tenth Circuits), and the United States District Court (Southern District of Illinois, Eastern District of Arkansas, Western District of Arkansas, and Western District of Nebraska).

Gail Gaus Renshaw. *Education:* University of Missouri (B.A. 1974); Georgetown University (J.D. 1978). *Admitted to Practice:* State of Illinois, State of Missouri, the United States Supreme Court, the United States Court of Appeals (Sixth, Seventh, Eighth and Tenth Circuits), and the United States District Court (Southern District of Illinois and Eastern District of Missouri).

Craig J. Jensen. *Education:* Loyola University (B.S. 1983); John Marshall Law School (J.D. 1987). *Admitted to Practice:* State of Illinois, State of Missouri, the United States District Court (Eastern District of Missouri, Southern District of Illinois, Central District of Illinois, and Eastern District of Arkansas).

Elizabeth A. Parker. *Education:* Western Michigan University (B.S. 1996); Arizona State University (J.D. 2000). *Admitted to Practice:* State of Illinois, State of Missouri, the United States Court of Appeals (Seventh Circuit); the United States District Court (Southern District of Illinois and Middle District of North Carolina).

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Marc W. Parker. Education: Southern Illinois University (B.S. 1987); St. Louis University School of Law (J.D. 1990). Admitted to Practice: State of Illinois, the United States Court of Appeals (Seventh Circuit); the United States District Court (Southern District of Illinois and Central District of Illinois.)

John E. Winterscheidt. Education: Augustana College (B.A. 1986); Washington University School of Law (J.D. 1990). Admitted to Practice: State of Illinois, State of Missouri, and State of Kansas.

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Exhibit V

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Exhibit W to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
~~Support of Final Approval of Class Settlement Under Seal~~
Pursuant to Protective Order, *Doc. 63***

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Exhibit X to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

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Exhibit Y to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal
Pursuant to Protective Order, *Doc. 63***

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Exhibit Z to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal
Pursuant to Protective Order, *Doc. 63***

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Exhibit AA to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal
Pursuant to Protective Order, *Doc. 63***

Exhibit BB to Be Filed Under Seal

Pursuant to Stipulation to File Exhibits to Memorandum in Support of Final Approval of Class Settlement Under Seal

Pursuant to Protective Order, *Doc. 63*

GENERAL MOTORS PROTECTION PLAN

P.O. Box 6855
Chicago, Illinois 60680-6855
(800) 631-5590

**SMART PROTECTION COVERAGE
XX Months or XXX,XXX Miles**

AGREEMENT HOLDER: AGREEMENT REFERENCE NUMBER:

SAMPLE CUSTOMER
123 MAIN STREET
ANYTOWN, MI 12345-6789

800123456

COVERED VEHICLE NUMBER: XXXXXXXXXXXXXXXXXXXX

Agreement Expiration Date: 99/99/9999	Agreement Expiration Mileage: 999,999	Agreement Deductible: \$0
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(SN) SMART PROTECTION coverage starts on the date and at the mileage you purchase this Agreement and ends on 99/99/9999 or at 999,999 miles, whichever occurs first.

This Agreement is between the Agreement Holder identified above ("YOU" or "YOUR") and the Provider, GMAC Service Agreement Corporation ("WE", "US", or "OUR"), and includes the terms of YOUR Contract Registration.

DEFINITIONS

When the following terms appear in all capital letters and bold print, they have these meanings:

- "CLAIM" refers to any COST for which YOU seek payment or reimbursement from US under this Agreement.
- "COST" refers to the usual and fair charges for parts and labor to repair or replace a covered part or perform a covered service.
- "DEDUCTIBLE" as identified on page 1, is the amount YOU pay per repair visit for repairs covered by this Agreement. If the same covered part fails again, no DEDUCTIBLE will apply.
- "FAILURE" refers to the inability of an original or like replacement part covered by this Agreement to function in normal service.
- "VEHICLE" refers to the covered VEHICLE as identified on page 1.

WHAT THIS AGREEMENT COVERS

SMART PROTECTION COVERAGE

WE will pay YOU or a licensed repairer the COST, in excess of the DEDUCTIBLE, to remedy any FAILURE using new, used, or remanufactured parts, except as explained in the items listed under the section "WHAT THIS AGREEMENT DOES NOT COVER".

RENTAL COVERAGE

WE will pay the charge to rent a replacement vehicle or pay for public transportation up to \$35 per day and a maximum of \$175 per repair visit if the VEHICLE is accepted for repairs or services covered by either YOUR New Vehicle Limited or Powertrain Warranty or this Agreement.

To be covered, the repair or service must require 2.0 or more manufacturer's labor time guide hours or cause the VEHICLE to be inoperable and kept in the repair facility overnight. The total dollar limit per repair visit will be increased to a maximum of \$280 if the repairs are delayed because of a parts delay and WE are notified of the delay within the first five (5) days of the rental period.

Rental reimbursements will be made only for rental vehicles obtained through dealerships or licensed rental agencies. Bus or taxi transportation expenses will also be reimbursed. Original receipts must be provided.

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, rental coverage will apply for only that amount in excess of the amount covered by that warranty or any courtesy transportation program.

TOWING AND ROAD SERVICE

WE will authorize towing or emergency road service for any disablement of the VEHICLE or reimburse YOU up to \$75 for these services.

For Towing and Emergency Road Service Assistance
call 1-800-439-8318

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, this protection will apply for only that amount in excess of the amount covered by that warranty.

WHAT THIS AGREEMENT DOES NOT COVER

Unless required in connection with the repair of a covered part, WE will not pay anything under this Agreement for engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hoses, heater and vacuum hoses, windshield wiper blades, air conditioning recharging, fluids, spark/glow plugs and wires, brake pads and linings, brake shoes and rotors, manual clutch disc, or any maintenance service or part required to be performed or replaced as recommended by the VEHICLE manufacturer's Maintenance Schedule.

Additionally, neither rust damage nor any of the following parts as defined by the VEHICLE manufacturer's parts manual are covered under any circumstance: sheet metal, chassis frame, cross members, body rails, body panels or other body parts, bumpers, glass, carpet, weather-strips, lenses, sealed beams, light bulbs, tires, trim, convertible or vinyl tops, moldings, bright metal, upholstery, paint, exhaust system, catalytic converter, hinges, brake drums, shock absorbers, or batteries. In addition, the following are not covered: correction of air and water leaks, wind noise, odors, squeaks, or rattles.

This Agreement is not responsible for a FAILURE or CLAIM:

- a) Caused by misuse, abuse, negligence, alterations, or modifications made to YOUR VEHICLE;
- b) Caused by lack of maintenance required by the Maintenance Schedule for YOUR VEHICLE, as detailed in YOUR Owners Manual;
- c) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, or animal;
- d) Caused by racing or other competition;
- e) Caused by a condition that existed prior to purchase of this Agreement, or if the odometer has stopped or been changed;
- f) Caused by pulling a trailer or another vehicle, unless YOUR VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- g) Subject to any warranty, VEHICLE manufacturer recall or guarantee issued by the VEHICLE manufacturer or a repairer;
- h) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- i) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer specifications. Examples may include, but are not limited to, garage door openers, cellular telephones, theft deterrent systems, and air conditioning components;
- j) Relating to any communication, navigational, or entertainment devices that become unusable or unable to function as intended due to changes in content, technology, or wireless service;
- k) Caused by contaminated fuel systems or other contaminated fluids.

Finally, no benefits are available hereunder:

- l) If a material misrepresentation was made on the Contract Registration, or if YOU are no longer using YOUR VEHICLE in accordance with the eligibility requirements stated on the Contract Registration;
- m) For economic loss, including loss of time, inconvenience, lodging, food, storage or other incidental or consequential loss or damage that may result from a FAILURE;
- n) For diminution in VEHICLE value.

YOUR RESPONSIBILITIES

YOU must properly maintain the covered VEHICLE as recommended by the VEHICLE manufacturer. If requested, proof of required service, including receipts and work orders showing date and mileage of the VEHICLE at the time of service, must be presented to US in the event of a FAILURE or CLAIM.

CLAIM PROCEDURES

In the event of a FAILURE YOU must:

- 1) Use reasonable means to protect the covered VEHICLE from additional damage.
- 2) Contact the dealership from whom YOU purchased this Agreement.
- 3) Obtain prior authorization from US before any work is done on the covered VEHICLE.

If YOU need assistance in submitting a CLAIM or obtaining a service covered by this Agreement, contact YOUR selling dealership. If YOU cannot contact the selling dealer for assistance, call 1-800-631-5590 in the United States or 1-800-268-7676 in Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

If necessary, YOU must allow US to inspect the VEHICLE and provide any information WE may reasonably require (including proof of required maintenance) prior to completion of any repair.

WE may reimburse YOUR COST to repair or replace a covered part, if YOU submit an original paid invoice from a licensed repair facility, or WE may authorize and pay for the repair, replacement, or service ourselves. In either event, WE strongly recommend that YOU return to YOUR selling dealer or a GM Goodwrench dealer for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of YOUR choice.

LIMIT OF LIABILITY

OUR limit of liability shall not exceed the actual cash value of the VEHICLE, less the DEDUCTIBLE, for any one repair visit.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to US. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to YOUR satisfaction, the following steps should be taken:

STEP ONE - Discuss YOUR concerns with a member of the dealership management staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

STEP TWO - If after contacting such persons YOUR concerns remain unresolved, contact US at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

APPRAISAL OF LOSS

If YOU do not agree with US on the amount of loss, either party may demand an appraisal of the loss. In this event, within sixty (60) days after the date a CLAIM is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will: a) pay their chosen appraiser; and b) bear the expenses of the umpire equally. An appraisal shall not act as a waiver of OUR rights or YOUR rights under this Agreement.

TRANSFER

To transfer this Agreement, contact the selling dealer for assistance, or YOU may contact US and WE will provide YOU with a transfer form which must be completed by YOU and the new owner of the VEHICLE and submitted to US along with a \$50 check or money order to cover the transfer fee. In either event, WE must be notified within thirty (30) days of the date VEHICLE ownership is transferred or this Agreement will no longer be in force. In the event of YOUR death, coverage will be available to YOUR spouse or legal representative.

AGREEMENT CANCELLATION AND REFUNDS

To cancel this Agreement, contact the selling dealer. The dealer will assist with YOUR cancellation request and verify the mileage of the covered VEHICLE. If YOU need additional assistance call US at 1-800-631-5590.

If YOU cancel within sixty (60) days of the date this Agreement was purchased, the entire purchase price will be refunded unless YOU have made a CLAIM. If YOU have made a CLAIM or if YOU cancel more than sixty (60) days after the purchase date, YOU or a person authorized by YOU will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the lesser of days or miles of coverage remaining. WE will not subtract the COST of a CLAIM, if any, from YOUR refund.

WE may cancel this Agreement in the event the charge for YOUR Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If WE cancel, YOU will not be charged an administration fee. If YOUR VEHICLE is a total loss or repossessed, YOUR cancellation rights under this Agreement will transfer to the Lienholder, if any.

No refund will be paid if this Agreement was provided with the VEHICLE at no additional charge. If canceled, coverage may not be repurchased by YOU or reinstated on the VEHICLE.

If any portion of this Agreement, or any form attached to it, conflicts with the statutes in the state where this Agreement was issued, such portions shall be amended to conform to such statutes.

The obligations of the provider under this Agreement are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Officentre, Suite 200, Southfield, MI 48034. In the event the provider does not pay any CLAIM or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Agreement.

GENERAL MOTORS PROTECTION PLAN

P.O. Box 6855
Chicago, Illinois 60680-6855
(800) 631-5590

BASIC GUARD COVERAGE XX Months or XXX,XXX Miles

AGREEMENT HOLDER:

AGREEMENT
REFERENCE NUMBER:

SAMPLE CUSTOMER
123 MAIN STREET
ANYTOWN, MI 12345-6789

800123456

COVERED VEHICLE NUMBER:

XXXXXXXXXXXXXXXXXXXX

Agreement
Expiration Date:
99/99/9999

Agreement
Expiration Mileage:
999,999

Agreement
Deductible:
\$0

(BG) BASIC GUARD coverage starts on the date and at the mileage you purchase this Agreement and ends on 99/99/9999 or at 999,999 miles, whichever occurs first.

This Agreement is between the Agreement Holder identified above ("YOU" or "YOUR") and the Provider, GMAC Service Agreement Corporation ("WE", "US", or "OUR"), and includes the terms of YOUR Contract Registration.

DEFINITIONS

When the following terms appear in all capital letters and bold print, they have these meanings:

"CLAIM" refers to any COST for which YOU seek payment or reimbursement from US under this Agreement.

"COST" refers to the usual and fair charges for parts and labor to repair or replace a covered part or perform a covered service.

"DEDUCTIBLE" as identified on page 1, is the amount YOU pay per repair visit for repairs covered by this Agreement. If the same covered part fails again, no DEDUCTIBLE will apply.

"FAILURE" refers to the inability of an original or like replacement part covered by this Agreement to function in normal service.

"VEHICLE" refers to the covered VEHICLE as identified on page 1.

WHAT THIS AGREEMENT COVERS

BASIC GUARD COVERAGE

WE will pay YOU or a licensed repairer the COST, in excess of the DEDUCTIBLE, to remedy the FAILURE of only the following parts, using new, used, or remanufactured parts, except as explained in the items listed under the section "WHAT THIS AGREEMENT DOES NOT COVER":

Gasoline Engine - Cylinder block, heads, and all lubricated internal engine parts; manifolds; timing gears, timing gear chain/belt and cover; flywheel; oil pump/oil pump housing; seals and gaskets; water pump; harmonic balancer; valve covers; oil pan; and engine mounts. Also covered are turbocharger/supercharger housings, internal parts, valves, seals and gaskets; crankshaft bearings; valve train; crankshaft seals - front and rear; camshaft bearings; connecting rods and bearings.

Diesel Engine - All of the above listed parts.

Fuel System --

Gasoline Engine - Fuel pump; EFI sensors/control units; injectors/throttle body assembly.

Diesel Engine - Diesel fuel injection pump; lines; nozzles; and vacuum pump.

Transmission/Transaxle - Case and all internal parts; torque converter; transfer case; vacuum modulator; transmission mounts; seals and gaskets; input/output shafts; forward and intermediate clutch; direct clutch; bands; governor; thrust bearings, washers; and electronic control unit.

Front-Wheel Drive - Final drive housing, all internal parts; axle shafts and axle shaft bearings; constant velocity joints; axle housing, all internal parts; wheel bearings; axle/supports; front hub bearings; seals and gaskets; differential, bearings and case.

Rear-Wheel Drive - Axle shafts and axle shaft bearings; axle housing, all internal parts; propeller shafts; "U" joints; wheel bearings; locking hubs; rear axle hub bearings; seals and gaskets; differential side, pinion gears; and disc or cone-limited slip.

TOWING

WE will authorize towing required as a result of any covered FAILURE of the VEHICLE or reimburse YOU up to \$75 for these services.

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, this protection will apply for only that amount in excess of the amount covered by that warranty.

WHAT THIS AGREEMENT DOES NOT COVER

Unless required in connection with the repair of a covered part, WE will not pay anything under this Agreement for engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hoses, heater and vacuum hoses, windshield wiper blades, air conditioning recharging, fluids, spark/glow plugs and wires, brake pads and linings, brake shoes and rotors, manual clutch disc, or any maintenance service or part required to be performed or replaced as recommended by the VEHICLE manufacturer's Maintenance Schedule.

This Agreement is not responsible for a FAILURE or CLAIM:

- a) Caused by misuse, abuse, negligence, alterations, or modifications made to YOUR VEHICLE;
- b) Caused by lack of maintenance required by the Maintenance Schedule for YOUR VEHICLE, as detailed in YOUR Owners Manual;
- c) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, or animal;
- d) Caused by racing or other competition;
- e) Caused by a condition that existed prior to purchase of this Agreement, or if the odometer has stopped or been changed;
- f) Caused by pulling a trailer or another vehicle, unless YOUR VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- g) Subject to any warranty, VEHICLE manufacturer recall or guarantee issued by the VEHICLE manufacturer or a repairer;
- h) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- i) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer specifications. Examples may include, but are not limited to, garage door openers, cellular telephones, theft deterrent systems, and air conditioning components;
- j) Relating to any communication, navigational, or entertainment devices that become unusable or unable to function as intended due to changes in content, technology, or wireless service;
- k) Caused by contaminated fuel systems or other contaminated fluids.

Finally, no benefits are available hereunder:

- l) If a material misrepresentation was made on the Contract Registration, or if YOU are no longer using YOUR VEHICLE in accordance with the eligibility requirements stated on the Contract Registration;

- m) For economic loss, including loss of time, inconvenience, lodging, food, storage or other incidental or consequential loss or damage that may result from a FAILURE;
- n) For diminution in VEHICLE value.

YOUR RESPONSIBILITIES

YOU must properly maintain the covered VEHICLE as recommended by the VEHICLE manufacturer. If requested, proof of required service, including receipts and work orders showing date and mileage of the VEHICLE at the time of service, must be presented to US in the event of a FAILURE or CLAIM.

CLAIM PROCEDURES

In the event of a FAILURE YOU must:

- 1) Use reasonable means to protect the covered VEHICLE from additional damage.
- 2) Contact the dealership from whom YOU purchased this Agreement.
- 3) Obtain prior authorization from US before any work is done on the covered VEHICLE.

If YOU need assistance in submitting a CLAIM or obtaining a service covered by this Agreement, contact YOUR selling dealership. If YOU cannot contact the selling dealer for assistance, call 1-800-631-5590 in the United States or 1-800-268-7676 in Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

If necessary, YOU must allow US to inspect the VEHICLE and provide any information WE may reasonably require (including proof of required maintenance) prior to completion of any repair.

WE may reimburse YOUR COST to repair or replace a covered part, if YOU submit an original paid invoice from a licensed repair facility, or WE may authorize and pay for the repair, replacement, or service ourselves. In either event, WE strongly recommend that YOU return to YOUR selling dealer or a GM Goodwrench dealer for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of YOUR choice.

LIMIT OF LIABILITY

OUR limit of liability shall not exceed the actual cash value of the VEHICLE, less the DEDUCTIBLE, for any one repair visit.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to US. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to YOUR satisfaction, the following steps should be taken:

STEP ONE - Discuss YOUR concerns with a member of the dealership management staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

STEP TWO - If after contacting such persons YOUR concerns remain unresolved, contact US at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

APPRAISAL OF LOSS

If YOU do not agree with US on the amount of loss, either party may demand an appraisal of the loss. In this event, within sixty (60) days after the date a CLAIM is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will: a) pay their chosen appraiser; and b) bear the expenses of the umpire equally. An appraisal shall not act as a waiver of OUR rights or YOUR rights under this Agreement.

TRANSFER

To transfer this Agreement, contact the selling dealer for assistance, or YOU may contact US and WE will provide YOU with a transfer form which must be completed by YOU and the new owner of the VEHICLE and submitted to US along with a \$50 check or money order to cover the transfer fee. In either event, WE must be notified within

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thirty (30) days of the date VEHICLE ownership is transferred or this Agreement will no longer be in force. In the event of YOUR death, coverage will be available to YOUR spouse or legal representative.

AGREEMENT CANCELLATION AND REFUNDS

To cancel this Agreement, contact the selling dealer. The dealer will assist with YOUR cancellation request and verify the mileage of the covered VEHICLE. If YOU need additional assistance call US at 1-800-631-5590.

If YOU cancel within sixty (60) days of the date this Agreement was purchased, the entire purchase price will be refunded unless YOU have made a CLAIM. If YOU have made a CLAIM or if YOU cancel more than sixty (60) days after the purchase date, YOU or a person authorized by YOU will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the lesser of days or miles of coverage remaining. WE will not subtract the COST of a CLAIM, if any, from YOUR refund.

WE may cancel this Agreement in the event the charge for YOUR Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If WE cancel, YOU will not be charged an administration fee. If YOUR VEHICLE is a total loss or repossessed, YOUR cancellation rights under this Agreement will transfer to the Lienholder, if any.

No refund will be paid if this Agreement was provided with the VEHICLE at no additional charge. If canceled, coverage may not be repurchased by YOU or reinstated on the VEHICLE.

If any portion of this Agreement, or any form attached to it, conflicts with the statutes in the state where this Agreement was issued, such portions shall be amended to conform to such statutes.

The obligations of the provider under this Agreement are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Officentre, Suite 200, Southfield, MI 48034. In the event the provider does not pay any CLAIM or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Agreement.

GENERAL MOTORS PROTECTION PLAN

P.O. Box 6855
Chicago, Illinois 60680-6855
(800) 631-5590

MAJOR GUARD COVERAGE
XX Months or XXX,XXX Miles

AGREEMENT HOLDER:

AGREEMENT
REFERENCE NUMBER:

SAMPLE CUSTOMER
123 MAIN STREET
ANYTOWN, MI 12345-6789

800123456

COVERED VEHICLE NUMBER:

XXXXXXXXXXXXXXXXXXXX

Agreement
Expiration Date:
99/99/9999

Agreement
Expiration Mileage:
999,999

Agreement
Deductible:
\$0

(MG) MAJOR GUARD coverage starts on the date and at the mileage you purchase this Agreement and ends on 99/99/9999 or at 999,999 miles, whichever occurs first.

This Agreement is between the Agreement Holder Identified above ("YOU" or "YOUR") and the Provider, GMAC Service Agreement Corporation ("WE", "US", or "OUR"), and includes the terms of YOUR Contract Registration.

DEFINITIONS

When the following terms appear in all capital letters and bold print, they have these meanings:

"CLAIM" refers to any COST for which YOU seek payment or reimbursement from US under this Agreement.

"COST" refers to the usual and fair charges for parts and labor to repair or replace a covered part or perform a covered service.

"DEDUCTIBLE" as identified on page 1, is the amount YOU pay per repair visit for repairs covered by this Agreement. If the same covered part fails again, no DEDUCTIBLE will apply.

"FAILURE" refers to the inability of an original or like replacement part covered by this Agreement to function in normal service.

"VEHICLE" refers to the covered VEHICLE as identified on page 1.

WHAT THIS AGREEMENT COVERS

MAJOR GUARD COVERAGE

WE will pay YOU or a licensed repairer the COST, in excess of the DEDUCTIBLE, to remedy any FAILURE using new, used, or remanufactured parts, except as explained in the items listed under the section "WHAT THIS AGREEMENT DOES NOT COVER".

RENTAL COVERAGE

WE will pay the charge to rent a replacement vehicle or pay for public transportation up to \$35 per day and a maximum of \$175 per repair visit if the VEHICLE is accepted for repairs or services covered by either YOUR New Vehicle Limited or Powertrain Warranty or this Agreement.

To be covered, the repair or service must require 2.0 or more manufacturer's labor time guide hours or cause the VEHICLE to be inoperable and kept in the repair facility overnight. The total dollar limit per repair visit will be increased to a maximum of \$280 if the repairs are delayed because of a parts delay and WE are notified of the delay within the first five (5) days of the rental period.

Rental reimbursements will be made only for rental vehicles obtained through dealerships or licensed rental agencies. Bus or taxi transportation expenses will also be reimbursed. Original receipts must be provided.

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, rental coverage will apply for only that amount in excess of the amount covered by that warranty or any courtesy transportation program.

TOWING AND ROAD SERVICE

WE will authorize towing or emergency road service for any disablement of the VEHICLE or reimburse YOU up to \$75 for these services.

For Towing and Emergency Road Service Assistance
call 1-800-439-8318

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, this protection will apply for only that amount in excess of the amount covered by that warranty.

WHAT THIS AGREEMENT DOES NOT COVER

Unless required in connection with the repair of a covered part, WE will not pay anything under this Agreement for engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hoses, heater and vacuum hoses, windshield wiper blades, air conditioning recharging, fluids, spark/glow plugs and wires, brake pads and linings, brake shoes and rotors, manual clutch disc, or any maintenance service or part required to be performed or replaced as recommended by the VEHICLE manufacturer's Maintenance Schedule.

Additionally, neither rust damage nor any of the following parts as defined by the VEHICLE manufacturer's parts manual are covered under any circumstance: sheet metal, chassis frame, cross members, body rails, body panels or other body parts, bumpers, glass, carpet, weather-strips, lenses, sealed beams, light bulbs, tires, trim, convertible or vinyl tops, moldings, bright metal, upholstery, paint, exhaust system, catalytic converter, hinges, brake drums, shock absorbers, or batteries. In addition, the following are not covered: correction of air and water leaks, wind noise, odors, squeaks, or rattles.

This Agreement is not responsible for a FAILURE or CLAIM:

- a) Caused by misuse, abuse, negligence, alterations, or modifications made to YOUR VEHICLE;
- b) Caused by lack of maintenance required by the Maintenance Schedule for YOUR VEHICLE, as detailed in YOUR Owners Manual;
- c) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, or animal;
- d) Caused by racing or other competition;
- e) Caused by a condition that existed prior to purchase of this Agreement, or if the odometer has stopped or been changed;
- f) Caused by pulling a trailer or another vehicle, unless YOUR VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- g) Subject to any warranty, VEHICLE manufacturer recall or guarantee issued by the VEHICLE manufacturer or a repairer;
- h) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- i) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer specifications. Examples may include, but are not limited to, garage door openers, cellular telephones, theft deterrent systems, and air conditioning components;
- j) Relating to any communication, navigational, or entertainment devices that become unusable or unable to function as intended due to changes in content, technology, or wireless service;
- k) Caused by contaminated fuel systems or other contaminated fluids.

Finally, no benefits are available hereunder:

- l) If a material misrepresentation was made on the Contract Registration, or if YOU are no longer using YOUR VEHICLE in accordance with the eligibility requirements stated on the Contract Registration;
- m) For economic loss, including loss of time, inconvenience, lodging, food, storage or other incidental or consequential loss or damage that may result from a FAILURE;
- n) For diminution in VEHICLE value.

YOUR RESPONSIBILITIES

YOU must properly maintain the covered VEHICLE as recommended by the VEHICLE manufacturer. If requested, proof of required service, including receipts and work orders showing date and mileage of the VEHICLE at the time of service, must be presented to US in the event of a FAILURE or CLAIM.

CLAIM PROCEDURES

In the event of a FAILURE YOU must:

- 1) Use reasonable means to protect the covered VEHICLE from additional damage.
- 2) Contact the dealership from whom YOU purchased this Agreement.
- 3) Obtain prior authorization from US before any work is done on the covered VEHICLE.

If YOU need assistance in submitting a CLAIM or obtaining a service covered by this Agreement, contact YOUR selling dealership. If YOU cannot contact the selling dealer for assistance, call 1-800-631-5590 in the United States or 1-800-268-7676 in Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

If necessary, YOU must allow US to inspect the VEHICLE and provide any information WE may reasonably require (including proof of required maintenance) prior to completion of any repair.

WE may reimburse YOUR COST to repair or replace a covered part, if YOU submit an original paid invoice from a licensed repair facility, or WE may authorize and pay for the repair, replacement, or service ourselves. In either event, WE strongly recommend that YOU return to YOUR selling dealer or a GM Goodwrench dealer for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of YOUR choice.

LIMIT OF LIABILITY

OUR limit of liability shall not exceed the actual cash value of the VEHICLE, less the DEDUCTIBLE, for any one repair visit.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to US. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to YOUR satisfaction, the following steps should be taken:

STEP ONE - Discuss YOUR concerns with a member of the dealership management staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

STEP TWO - If after contacting such persons YOUR concerns remain unresolved, contact US at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

APPRAISAL OF LOSS

If YOU do not agree with US on the amount of loss, either party may demand an appraisal of the loss. In this event, within sixty (60) days after the date a CLAIM is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will: a) pay their chosen appraiser; and b) bear the expenses of the umpire equally. An appraisal shall not act as a waiver of OUR rights or YOUR rights under this Agreement.

TRANSFER

To transfer this Agreement, contact the selling dealer for assistance, or YOU may contact US and WE will provide YOU with a transfer form which must be completed by YOU and the new owner of the VEHICLE and submitted to US along with a \$50 check or money order to cover the transfer fee. In either event, WE must be notified within thirty (30) days of the date VEHICLE ownership is transferred or this Agreement will no longer be in force. In the event of YOUR death, coverage will be available to YOUR spouse or legal representative.

AGREEMENT CANCELLATION AND REFUNDS

To cancel this Agreement, contact the selling dealer. The dealer will assist with YOUR cancellation request and verify the mileage of the covered VEHICLE. If YOU need additional assistance call US at 1-800-631-5590.

If YOU cancel within sixty (60) days of the date this Agreement was purchased, the entire purchase price will be refunded unless YOU have made a CLAIM. If YOU have made a CLAIM or if YOU cancel more than sixty (60) days after the purchase date, YOU or a person authorized by YOU will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the lesser of days or miles of coverage remaining. WE will not subtract the COST of a CLAIM, if any, from YOUR refund.

WE may cancel this Agreement in the event the charge for YOUR Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If WE cancel, YOU will not be charged an administration fee. If YOUR VEHICLE is a total loss or repossessed, YOUR cancellation rights under this Agreement will transfer to the Lienholder, if any.

No refund will be paid if this Agreement was provided with the VEHICLE at no additional charge. If canceled, coverage may not be repurchased by YOU or reinstated on the VEHICLE.

If any portion of this Agreement, or any form attached to it, conflicts with the statutes in the state where this Agreement was issued, such portions shall be amended to conform to such statutes.

The obligations of the provider under this Agreement are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Officentre, Suite 200, Southfield, MI 48034. In the event the provider does not pay any CLAIM or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Agreement.

GENERAL MOTORS PROTECTION PLAN

P.O. Box 6855
Chicago, Illinois 60680-6855
(800) 631-5590

VALUE GUARD COVERAGE
XX Months or XXX,XXX Miles

AGREEMENT HOLDER: AGREEMENT REFERENCE NUMBER:

SAMPLE CUSTOMER
123 MAIN STREET
ANYTOWN, MI 12345-6789

800123456

COVERED VEHICLE NUMBER: XXXXXXXXXXXXXXXXXXXX

Agreement Expiration Date: 99/99/9999	Agreement Expiration Mileage: 999,999	Agreement Deductible: \$0
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(VG) VALUE GUARD coverage starts on the date and at the mileage you purchase this Agreement and ends on 99/99/9999 or at 999,999 miles, whichever occurs first.

This Agreement is between the Agreement Holder identified above ("YOU" or "YOUR") and the Provider, GMAC Service Agreement Corporation ("WE", "US", or "OUR"), and includes the terms of YOUR Contract Registration.

DEFINITIONS

When the following terms appear in all capital letters and bold print, they have these meanings:

- "CLAIM" refers to any **COST** for which **YOU** seek payment or reimbursement from **US** under this Agreement.
- "**COST**" refers to the usual and fair charges for parts and labor to repair or replace a covered part or perform a covered service.
- "**DEDUCTIBLE**" as identified on page 1, is the amount **YOU** pay per repair visit for repairs covered by this Agreement. If the same covered part fails again, no **DEDUCTIBLE** will apply.
- "**FAILURE**" refers to the inability of an original or like replacement part covered by this Agreement to function in normal service.
- "**VEHICLE**" refers to the covered **VEHICLE** as identified on page 1.

WHAT THIS AGREEMENT COVERS

VALUE GUARD COVERAGE

WE will pay **YOU** or a licensed repairer the **COST**, in excess of the **DEDUCTIBLE**, to remedy the **FAILURE** of only the following parts, using new, used, or remanufactured parts, except as explained in the items listed under the section "WHAT THIS AGREEMENT DOES NOT COVER":

Gasoline Engine - Cylinder block, heads, and all lubricated internal engine parts; manifolds; timing gears, timing gear chain/belt and cover; flywheel; oil pump/oil pump housing; seals and gaskets; water pump; harmonic balancer; valve covers; oil pan; and engine mounts. Also covered are turbocharger/supercharger housings, internal parts, valves, seals and gaskets; crankshaft bearings; valve train; crankshaft seals - front and rear; camshaft bearings; connecting rods and bearings.

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Diesel Engine - All of the above listed parts.

Fuel System -

Gasoline Engine - Fuel pump; EFI sensors/control units; injectors/throttle body assembly.
Diesel Engine - Diesel fuel injection pump; lines; nozzles; and vacuum pump.

Transmission/Transaxle - Case and all internal parts; torque converter; transfer case; vacuum modulator; transmission mounts; seals and gaskets; input/output shafts; forward and intermediate clutch; direct clutch; bands; governor; thrust bearings, washers; and electronic control unit.

Front-Wheel Drive - Final drive housing, all internal parts; axle shafts and axle shaft bearings; constant velocity joints; axle housing, all internal parts; wheel bearings; axle/supports; front hub bearings; seals and gaskets; differential, bearings and case.

Rear-Wheel Drive - Axle shafts and axle shaft bearings; axle housing, all internal parts; propeller shafts; "U" joints; wheel bearings; locking hubs; rear axle hub bearings; seals and gaskets; differential side, pinion gears; and disc or cone-limited slip.

Steering - Gear housing and all internal parts; rack and pinion; power steering pump; steering shaft couplings; seals and gaskets.

Front Suspension - Upper mount and bearing; upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; steering knuckles; seals; stabilizer shaft; stabilizer bushings; and wheel bearings.

Brakes - Master cylinder; assist boosters; wheel cylinders; combination valve; hydraulic lines and fittings; disc calipers; seals and gaskets; pressure modulator valve/dump valve; ABS electronic brake control module (including pump motor and accumulator).

Electrical - Starter motor and solenoid; alternator/generator; voltage regulator, wiring harnesses, manually operated switches, wiper motors, ignition switch (lock cylinder); distributor module; electronic level control compressor, sensor, and control; electronic spark control detonation sensor and control; distributor; electronic instrument cluster, and diagnostic displays.

VEHICLE Manufacturer Installed Air Conditioner - Compressor; clutch and clutch bearing; pulley; condenser; evaporator; accumulator; high/low pressure compressor cut-off switch; pressure cycling switch; seals and gaskets; and temperature control programmer.

RENTAL COVERAGE

WE will pay the charge to rent a replacement vehicle or pay for public transportation up to \$35 per day and a maximum of \$175 per repair visit if the **VEHICLE** is accepted for repairs or services covered by either **YOUR** New Vehicle Limited or Powertrain Warranty or this Agreement.

To be covered, the repair or service must require 2.0 or more manufacturer's labor time guide hours or cause the **VEHICLE** to be inoperable and kept in the repair facility overnight. The total dollar limit per repair visit will be increased to a maximum of \$280 if the repairs are delayed because of a parts delay and **WE** are notified of the delay within the first five (5) days of the rental period.

Rental reimbursements will be made only for rental vehicles obtained through dealerships or licensed rental agencies. Bus or taxi transportation expenses will also be reimbursed. Original receipts must be provided.

If **YOUR** New Vehicle Limited or Powertrain Warranty is in effect, rental coverage will apply for only that amount in excess of the amount covered by that warranty or any courtesy transportation program.

TOWING

WE will authorize towing required as a result of any covered **FAILURE** of the **VEHICLE** or reimburse **YOU** up to \$75 for these services.

If YOUR New Vehicle Limited or Powertrain Warranty is in effect, this protection will apply for only that amount in excess of the amount covered by that warranty.

WHAT THIS AGREEMENT DOES NOT COVER

Unless required in connection with the repair of a covered part, WE will not pay anything under this Agreement for engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hoses, heater and vacuum hoses, windshield wiper blades, air conditioning recharging, fluids, spark/glow plugs and wires, brake pads and linings, brake shoes and rotors, manual clutch disc, or any maintenance service or part required to be performed or replaced as recommended by the VEHICLE manufacturer's Maintenance Schedule.

This Agreement is not responsible for a FAILURE or CLAIM:

- a) Caused by misuse, abuse, negligence, alterations, or modifications made to YOUR VEHICLE;
- b) Caused by lack of maintenance required by the Maintenance Schedule for YOUR VEHICLE, as detailed in YOUR Owners Manual;
- c) Caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, or animal;
- d) Caused by racing or other competition;
- e) Caused by a condition that existed prior to purchase of this Agreement, or if the odometer has stopped or been changed;
- f) Caused by pulling a trailer or another vehicle, unless YOUR VEHICLE is equipped for this as recommended by the VEHICLE manufacturer;
- g) Subject to any warranty, VEHICLE manufacturer recall or guarantee issued by the VEHICLE manufacturer or a repairer;
- h) Occurring outside the fifty (50) United States of America, the District of Columbia, and Canada;
- i) Relating to any part which is not original VEHICLE manufacturer equipment or a like replacement part, whether or not it meets VEHICLE manufacturer specifications. Examples may include, but are not limited to, garage door openers, cellular telephones, theft deterrent systems, and air conditioning components;
- j) Relating to any communication, navigational, or entertainment devices that become unusable or unable to function as intended due to changes in content, technology, or wireless service;
- k) Caused by contaminated fuel systems or other contaminated fluids.

Finally, no benefits are available hereunder:

- l) If a material misrepresentation was made on the Contract Registration, or if YOU are no longer using YOUR VEHICLE in accordance with the eligibility requirements stated on the Contract Registration;
- m) For economic loss, including loss of time, inconvenience, lodging, food, storage or other incidental or consequential loss or damage that may result from a FAILURE;
- n) For diminution in VEHICLE value.

YOUR RESPONSIBILITIES

YOU must properly maintain the covered VEHICLE as recommended by the VEHICLE manufacturer. If requested, proof of required service, including receipts and work orders showing date and mileage of the VEHICLE at the time of service, must be presented to US in the event of a FAILURE or CLAIM.

CLAIM PROCEDURES

In the event of a FAILURE YOU must:

- 1) Use reasonable means to protect the covered VEHICLE from additional damage.
- 2) Contact the dealership from whom YOU purchased this Agreement.
- 3) Obtain prior authorization from US before any work is done on the covered VEHICLE.

If YOU need assistance in submitting a CLAIM or obtaining a service covered by this Agreement, contact YOUR selling dealership. If YOU cannot contact the selling dealer for assistance, call 1-800-631-5590 in the United States or 1-800-268-7676 in Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

If necessary, YOU must allow US to inspect the VEHICLE and provide any information WE may reasonably require (including proof of required maintenance) prior to completion of any repair.

WE may reimburse YOUR COST to repair or replace a covered part, if YOU submit an original paid invoice from a licensed repair facility, or WE may authorize and pay for the repair, replacement, or service ourselves. In either event, WE strongly recommend that YOU return to YOUR selling dealer or a GM Goodwrench dealer for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of YOUR choice.

LIMIT OF LIABILITY

OUR limit of liability shall not exceed the actual cash value of the VEHICLE, less the DEDUCTIBLE, for any one repair visit.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to US. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to YOUR satisfaction, the following steps should be taken:

STEP ONE - Discuss YOUR concerns with a member of the dealership management staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

STEP TWO - If after contacting such persons YOUR concerns remain unresolved, contact US at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

APPRAISAL OF LOSS

If YOU do not agree with US on the amount of loss, either party may demand an appraisal of the loss. In this event, within sixty (60) days after the date a CLAIM is filed, each party will select a competent appraiser. The two appraisers will select an umpire and separately state the actual cash value and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. Each party will: a) pay their chosen appraiser; and b) bear the expenses of the umpire equally. An appraisal shall not act as a waiver of OUR rights or YOUR rights under this Agreement.

TRANSFER

To transfer this Agreement, contact the selling dealer for assistance, or YOU may contact US and WE will provide YOU with a transfer form which must be completed by YOU and the new owner of the VEHICLE and submitted to US along with a \$50 check or money order to cover the transfer fee. In either event, WE must be notified within thirty (30) days of the date VEHICLE ownership is transferred or this Agreement will no longer be in force. In the event of YOUR death, coverage will be available to YOUR spouse or legal representative.

AGREEMENT CANCELLATION AND REFUNDS

To cancel this Agreement, contact the selling dealer. The dealer will assist with YOUR cancellation request and verify the mileage of the covered VEHICLE. If YOU need additional assistance call US at 1-800-631-5590.

If YOU cancel within sixty (60) days of the date this Agreement was purchased, the entire purchase price will be refunded unless YOU have made a CLAIM. If YOU have made a CLAIM or if YOU cancel more than sixty (60) days after the purchase date, YOU or a person authorized by YOU will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the lesser of days or miles of coverage remaining. WE will not subtract the COST of a CLAIM, if any, from YOUR refund.

WE may cancel this Agreement in the event the charge for YOUR Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If WE cancel, YOU will not be charged an administration fee. If YOUR VEHICLE is a total loss or repossessed, YOUR cancellation rights under this Agreement will transfer to the Lienholder, if any.

No refund will be paid if this Agreement was provided with the VEHICLE at no additional charge. If canceled, coverage may not be repurchased by YOU or reinstated on the VEHICLE.

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If any portion of this Agreement, or any form attached to it, conflicts with the statutes in the state where this Agreement was issued, such portions shall be amended to conform to such statutes.

The obligations of the provider under this Agreement are covered by a policy of insurance issued by MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Offcentre, Suite 200, Southfield, MI 48034. In the event the provider does not pay any CLAIM or make any refund or consideration due, including the return of any unearned provider fee, within thirty (30) days after proof of loss has been filed or the provider ceases to do business or goes bankrupt, YOU may apply directly to MIC Property and Casualty Insurance Corporation for the protection afforded by this Agreement.

GENERAL MOTORS PROTECTION PLAN

P.O. Box 6855
Chicago, Illinois 60680-8855
(800) 631-5590

**GOODWRENCH CARE COVERAGE
XX Services within XX Months**

AGREEMENT HOLDER:

AGREEMENT
REFERENCE NUMBER:

SAMPLE CUSTOMER
123 MAIN STREET
ANYTOWN, MI 12345-6789

800123456

COVERED VEHICLE NUMBER:

XXXXXXXXXXXXXXXXXXXX

Agreement
Expiration Date:
99/99/9999

Agreement
Expiration Services:
999,999

Agreement
Deductible:
\$0

GOODWRENCH CARE coverage starts on the date and at the mileage you purchase this Agreement and ends on 99/99/9999 or at 99 services, whichever occurs first.

This Agreement is between the Agreement Holder identified above ("YOU" or "YOUR") and the Provider, General Motors Corporation ("WE", "US", or "OUR"), and includes the terms of YOUR Contract Registration.

DEFINITIONS

When the following terms appear in all capital letters and bold print, they have these meanings:

"CLAIM" refers to any COST for which YOU seek payment or reimbursement from US under this Agreement.

"COST" refers to the agreed upon reimbursement rate for parts and labor to perform a covered service under the stipulations and limitations of this program.

"VEHICLE" refers to the covered VEHICLE as identified on page 1.

WHAT THIS AGREEMENT COVERS

WE will pay to perform up to the specified number of oil changes and oil filter replacements.

To have services performed under this contract, YOU must return to the dealership from which YOU purchased this coverage or to another GM dealership that offers this coverage. Non-participating dealers may elect not to honor this Agreement.

WHAT THIS AGREEMENT DOES NOT COVER

WE will not pay anything under this Agreement other than the oil changes and oil filter replacements as described above.

WE recommend you follow all maintenance intervals as stated in your vehicle owner's manual.

CLAIM PROCEDURES

Claims will only be paid if YOU have services performed by a GM Dealership that agrees to honor this Agreement. The GM Dealership performing the service will be reimbursed directly for the covered services.

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If **YOU** need assistance in obtaining a service covered by this Agreement contact **YOUR** selling dealership. If **YOU** cannot contact the selling dealer for assistance, call 1-800-631-5590 in the United States or 1-800-268-7676 in Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to **US**. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to **YOUR** satisfaction, the following steps should be taken:

STEP ONE - Discuss **YOUR** concerns with a member of the dealership management staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

STEP TWO - If after contacting such persons **YOUR** concerns remain unresolved, contact **US** at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

TRANSFER

This plan is not transferable to any subsequent owner of the vehicle or to any other party.

AGREEMENT CANCELLATION AND REFUNDS

To cancel this Agreement, contact the selling dealer. The dealer will assist with **YOUR** cancellation request. If **YOU** need additional assistance call **US** at 1-800-631-5590.

YOU may only cancel within the first sixty (60) days of the date this Agreement was purchased and only if **YOU** have not made a **CLAIM**. The entire purchase price will be refunded.

WE may cancel this Agreement in the event the charge for **YOUR** Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration.

If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Agreement will transfer to the Lienholder, if any. No refund will be paid if this Agreement was provided with the **VEHICLE** at no additional charge.

If any portion of this Agreement, or any form attached to it, conflicts with the statutes in the state where this Agreement was issued, such portions shall be amended to conform to such statutes.

GENERAL MOTORS PROTECTION PLAN

P.O. Box 6855
Chicago, Illinois 60680-6855
(800) 631-5590

SMART CARE COVERAGE XX Months or XXX,XXX Miles

AGREEMENT HOLDER:

AGREEMENT
REFERENCE NUMBER:

SAMPLE CUSTOMER
123 MAIN STREET
ANYTOWN, MI 12345-6789

800123456

COVERED VEHICLE NUMBER:

XXXXXXXXXXXXXXXXXXXX

Agreement
Expiration Date:
99/99/9999

Agreement
Expiration Mileage:
999,999

Agreement
Deductible:
\$0

(SB) SMART CARE coverage starts on the date and at the mileage you purchase this Agreement and ends on 99/99/9999 or at 999,999 miles, whichever occurs first.

This Agreement is between the Agreement Holder identified above ("YOU" or "YOUR") and the Provider, General Motors Corporation ("WE", "US", or "OUR"), and includes the terms of YOUR Contract Registration.

DEFINITIONS

When the following terms appear in all capital letters and bold print, they have these meanings:

"CLAIM" refers to any COST for which YOU seek payment or reimbursement from US under this Agreement.

"COST" refers to the usual and fair charges for parts and labor to perform a covered service.

"VEHICLE" refers to the covered VEHICLE as identified on page 1.

WHAT THIS AGREEMENT COVERS

WE will pay YOU or a licensed repairer the COST to perform scheduled chassis lubrication, oil change, oil filter replacement, and tire rotation services recommended in the maintenance schedule detailed in YOUR Owner's Manual. Services must be performed at a licensed commercial service facility at the time/mileage intervals stated in the maintenance schedule.

WHAT THIS AGREEMENT DOES NOT COVER

WE will not pay anything under this Agreement other than recommended scheduled maintenance as described above. If YOU have another service contract on YOUR VEHICLE that provides the same benefits, WE will pay only the COST excess of the amount paid by the other service contract.

CLAIM PROCEDURES

WE may reimburse YOUR COST to perform a covered service if YOU submit an original paid invoice from a licensed repair facility, or WE may authorize and pay for the service ourselves. In either event, WE strongly recommend that YOU return to YOUR selling dealer or a GM Goodwrench dealer for covered repairs and services. Covered repairs and services may be performed by the licensed repair facility of YOUR choice.

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If **YOU** need assistance in obtaining a service covered by this Agreement contact **YOUR** selling dealership. If **YOU** cannot contact the selling dealer for assistance, call 1-800-631-5590 in the United States or 1-800-268-7676 in Canada, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

CUSTOMER SATISFACTION PROCEDURE

YOUR satisfaction and goodwill are important to **US**. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If a matter has not been resolved to **YOUR** satisfaction, the following steps should be taken:

STEP ONE - Discuss **YOUR** concerns with a member of the dealership management staff or owner of the facility. Normally, concerns can be quickly resolved at that level.

STEP TWO - If after contacting such persons **YOUR** concerns remain unresolved, contact **US** at 1-800-631-5590, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

TRANSFER

To transfer this Agreement, contact the selling dealer for assistance, or **YOU** may contact **US** and **WE** will provide **YOU** with a transfer form which must be completed by **YOU** and the new owner of the **VEHICLE** and submitted to **US** along with a \$50 check or money order to cover the transfer fee. In either event, **WE** must be notified within thirty (30) days of the date **VEHICLE** ownership is transferred or this Agreement will no longer be in force. In the event of **YOUR** death, coverage will be available to **YOUR** spouse or legal representative.

AGREEMENT CANCELLATION AND REFUNDS

To cancel this Agreement, contact the selling dealer. The dealer will assist with **YOUR** cancellation request and verify the mileage of the covered **VEHICLE**. If **YOU** need additional assistance call **US** at 1-800-631-5590.

If **YOU** cancel within sixty (60) days of the date this Agreement was purchased, the entire purchase price will be refunded unless **YOU** have made a **CLAIM**. If **YOU** have made a **CLAIM** or if **YOU** cancel more than sixty (60) days after the purchase date, **YOU** or a person authorized by **YOU** will receive a prorated refund of the purchase price, less a \$50 administration fee. The proration will be based on the lesser of days or miles of coverage remaining. **WE** will not subtract the **COST** of a **CLAIM**, if any, from **YOUR** refund.

WE may cancel this Agreement in the event the charge for **YOUR** Agreement has not been paid, the odometer has been disconnected or altered, the New Vehicle Limited or Powertrain Warranty has been canceled or voided, or if there is a material misrepresentation on the Contract Registration. If **WE** cancel, **YOU** will not be charged an administration fee. If **YOUR VEHICLE** is a total loss or repossessed, **YOUR** cancellation rights under this Agreement will transfer to the Lienholder, if any.

No refund will be paid if this Agreement was provided with the **VEHICLE** at no additional charge.

If any portion of this Agreement, or any form attached to it, conflicts with the statutes in the state where this Agreement was issued, such portions shall be amended to conform to such statutes.

1 GREGORY R. OXFORD (S.B. #62333)
goxford@icclawfirm.com
2 ISAACS CLOUSE CROSE & OXFORD LLP
21515 Hawthorne Boulevard, Suite 950
3 Torrance, California 90503
Telephone: (310) 316-1990
4 Facsimile: (310) 316-1330

5 Attorneys for Defendant
General Motors Corporation

6
7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10
11 KELLY CASTILLO, NICHOLE
12 BROWN, and BARBARA GLISSON,
*Individually and on behalf of all others
similarly situated,*

13 Plaintiffs,

14 v.

15 GENERAL MOTORS
16 CORPORATION, DOES 1 through 50,
17 inclusive,

18 Defendants.

Case No. 2:07-CV-02142 WBS-GGH

**DECLARATION OF CONRAD
BARRETT**

Hearing Date: March 30, 2009
Time: 2:00 p.m.
Courtroom 5
Hon. William B. Shubb

19 **CONRAD BARRETT** declares:

- 20 1. I am the Vice President of Production for R. L. Polk & Co. ("Polk").
- 21 2. Polk in the ordinary course of its business compiles and maintains a
22 proprietary database of motor vehicle registrations, which includes registration transfers
23 and renewals throughout the United States ("Polk Database").
- 24 3. Original Automotive Equipment Manufacturers ("OEMs") request
25 information from the Polk Database to compile consumer mailing lists for product recalls.
- 26 4. In this action, *Castillo v General Motors, et al.*, case number 2:07-CV-
27 02142 WBS GGH, pursuant to a court order, Polk provided information from the Polk
28 Database to the attorneys for GM for potential class member notifications.

1 5. General Motors provided Polk with a customer file that contained 83,718
2 Vehicle Identification Numbers ("VINs") for 2002-2005 model years ("Customer File")
3 which I understand correspond to 2002 through 2005 Saturn VUEs and 2003-2004 Saturn
4 IONS. GM asked Polk to use these VINs to provide the most current mailing information
5 for all past and current owners of these vehicles. Polk used the VINs in the Customer File
6 as input data that was matched against the Polk Database to create the class mailing list.

7 6. Polk returned to General Motors three files containing the following
8 information: a) mailable names and addresses for records with matching VINs in the Polk
9 Database to those provided in the Customer File; b) non-mailable records, due to missing
10 information or invalid address, that contained matching VINs in the Polk Database to
11 those provided in the Customer File; and c) records that did not contain a match for the
12 VINs in the Polk Database to those from the Customer File.

13 7. The initial match in this case was for current or last known owner data for
14 all 50 states, Military APO's, Puerto Rico and District of Columbia. In compliance with
15 required procedures in certain states, Polk sent VINs to the states which appended current
16 owner names and addresses.

17 8. Polk also matched the VINs to its historical Polk Database to obtain
18 transactional records for original and previous owners of the vehicles included in the
19 Customer File, removing any duplicate records from the current or last known owner list.

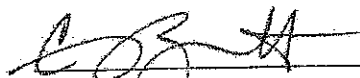
20 9. Polk used a process to reduce the number of records sent to leasing
21 company addresses and processed the file through the United States Postal Service's
22 NCOA (National Change of Address) database to update owner addresses for movers.

23 10. The final mail count of names and addresses for the notice was 149,541.

24 If called as a witness I could and would competently testify under oath to
25 the above facts which are known to me after consultation with other Polk employees and
26 review of Polk files.

27
28 I declare under penalty of perjury under the laws of the United States of America

1 that the foregoing is true and correct and that this declaration was executed at Southfield
2 Michigan on February 26, 2009.

3
4 

5 Conrad Barrett
6 Vice President of Production
7 R. L. Polk & Co.

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4 Attorneys for Defendant
 5 General Motors Corporation

6
 7
 8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

10
 11 KELLY CASTILLO, NICHOLE
 BROWN, and BARBARA GLISSON,
 12 *Individually and on behalf of all others*
similarly situated,

13 Plaintiffs,

14 v.

15 GENERAL MOTORS
 CORPORATION,

16 Defendant.
 17

Case No. 2:07-CV-02142 WBS-GGH

**DECLARATION OF BRUCE
 LEFEVRE**

Hearing Date: March 30, 2009
 Time: 2:00 p.m.

18
 19 I, Bruce LeFevre, declare and state:

20 1. I am employed by Campbell-Ewald in Detroit, Michigan as VP, Senior
 21 Account Supervisor. I have personal knowledge of the matters stated herein and could
 22 and would competently testify thereto under oath.

23 2. Among my duties and responsibilities is the coordination of customer
 24 mailings for Campbell-Ewald client General Motors Corporation ("GM"), including the
 25 mailing of the Notice of Proposed Class Action Settlement ("Notice") in this matter.

26 3. On or about October 28, 2008, I received from GM's counsel a copy of the
 27 Notice which I then arranged to be formatted and printed for mailing to potential class
 28 members.

Feb-26-09 09:51am From-CE Direct

248 447 7564

T-359 P.002/002 F-010

Case 2:07-cv-02142-WBS-GGH Document 67-37 Filed 02/27/2009 Page 2 of 4

1 4. On or about December 16, 2008, I received from The Polk Company an
2 electronic mailing list it had generated based on Vehicle Identification Numbers ("VINs")
3 obtained from GM for model year 2002, 2003, 2004 and 2005 Saturn VUEs and model
4 year 2003 and 2004 Saturn IONs with continuously variable VTi transmissions. Once I
5 received the mailing list, ~~Campbell-Ewald employees working under my direction and~~
6 supervision in accordance with Campbell-Ewald's normal procedures for GM customer
7 mailings inserted the printed notices in envelopes bearing the addresses from the mailing
8 list and deposited these items in the United States mail from January 12 -13, 2009. A true
9 and correct copy of the Notice is attached hereto as Exhibit A. The mailing included
10 149,541 pieces. True and correct copies of the mailing receipts are attached hereto as
11 Exhibit B.

12
13 I declare under penalty of perjury under the laws of the United States of America that the
14 foregoing is true and correct and that this declaration is executed this 25th day of
15 February, 2009.



Bruce LeFevre

Feb-25-09 12:06pm From:CE Direct

248 447 7564

T-354 P.001/002 F-003

USPS Business Net-02142-WBS-GGH Document 67-37 Filed 02/27/2009 Page 3 of 4 Page 1 of 1



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Restricted Information

Today's Date: 01/13/2009

Transactions > Postage Statement Processing
 First-Class Mail - Permit Imprint > Receipt

			Final
3600	POSTAL SERVICE STATEMENT OF MAILING/3607 WEIGHING AND DISPATCH CERTIFICATE	TRANS # 200901316222430M0 CAPS TRANS NO: N/A	
Postage Statement: 64175463	Mailer's Job#:	Castillo	
GENERAL MOTORS C/O CAMPBELL- EWALD 30400 VAN DYKE AVE WARREN MI 48093-2368			FINANCE NUMBER: 252490
STATION OR UNIT:	DETROIT MI (0509C)		PERMIT NO: 46
DATE OF MAILING 01/13/2009	CLASS First-Class	PROC CAT Letter	TYPE PI
WEIGHT OF SINGLE PIECE (LBS) 0.0524	TOTAL PIÉCES 66409	TOTAL POUNDS 3,457.0000	Customer Reference ID _____ CAPS Acct No: _____
MAILED BY: PERMIT NO. 80470 NAME: RENKIM CORPORATION			
CONTAINERS 299	AMOUNT FROM TRUST: \$23,345.08		
VERIFICATION SUMMARY: MERLIN ERRORS: POSTNET Barcode: 96% Presort Error: 0% Short Paid: 0%			
	KDP DATA PROCESSED BY	RECEIVED FOR PROCESSING BY _____	
COMMENTS: 294 trays-5 Plts.			BEGINNING BALANCE: \$34,952.96 ENDING BALANCE: \$11,607.88
mailing has been inspected concerning: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; and (4) payment of annual fee (if required).			

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Feb-25-09 12:06pm From-CE Direct

248 447 7564

T-354 P.002/002 F-003

USPS PostalOne! Case 2:07-cv-02142-WBS-GGH Document 67-37 Filed 02/27/2009 Page 4 of 4 Page 1 of 1




[Feedback](#) | [Personal Profile](#) | [Logout](#)

Restricted Information

Transactions > Postage Statement Processing
First-Class Mail - Permit Imprint > Receipt

Today's Date: 01/12/2009

Final			
3600	POSTAL SERVICE STATEMENT OF MAILING/3807 WEIGHING AND DISPATCH CERTIFICATE		TRANS # 200901220173068M0 CAPS TRANS NO: N/A
Postage Statement: 64134698	Mailer's Job#:		
GENERAL MOTORS C/O CAMPBELL- EWALD 30400 VAN DYKE AVE WARREN MI 48093-2368		FINANCE NUMBER: 252490	
STATION OR UNIT:	DETROIT MI (0509C)		PERMIT NO: 46
DATE OF MAILING 01/12/2009	CLASS First-Class	PROC CAT Letter	TYPE PI
WEIGHT OF SINGLE PIECE (LBS) 0.0528	TOTAL PIECES 83132	TOTAL POUNDS 4,388.2000	Customer Reference ID _____ CAPS Acct No: _____
MAILED BY: PERMIT NO. 80470 NAME: RENKIM CORPORATION			
CONTAINERS 380	AMOUNT FROM TRUST: \$28,709.57		
VERIFICATION SUMMARY:			
MERLIN ERRORS: POSTNET Barcode: 100% Presort Error: 0% Short Paid: 0%			
 SIGNATURE OF WEIGHER	KDP DATA PROCESSED BY	_____ RECEIVED FOR PROCESSING BY	
COMMENTS: 374 trays--6 Plts.		BEGINNING BALANCE: \$63,662.53 ENDING BALANCE: \$34,952.96	
mailing has been inspected concerning: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; and (4) payment of annual fee (if required).			

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Exhibit KK to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

REDACTED

**Actuarial Report by Mark Johnson
Estimate related to Castillo, et al, v. General Motors Corporation,**

Table of contents

Section 1	introduction
Section 2	summary of estimate
Section 3	description of data
Section 4	analysis of the spreadsheet data
Section 5	repair cost estimates
Section 6	comparison with General Motor's documents

Section 1. My name is Mark Johnson. I have been a member of the American Academy of Actuaries since 1985. My experience includes pricing and underwriting automobile extended warranty programs as an employee of Universal Underwriters Insurance Group and American International Group. As an actuarial consultant, I have evaluated warranty portfolios for investment banks and insurance companies. I estimated values for warranties provided to Class Members in O'Keefe v. Mercedes-Benz USA, LLC, 214 F.R.D. 266 (E.D.Pa. 2003).

In 2004, General Motors ("GM") recognized that the performance of its continuously variable transmission ("CVT") in certain Saturn vehicles was unacceptable to its customers. In an effort to address customer dissatisfaction, GM extended its original 36 month/36,000 mile warranty to 60 months/75,000 miles for certain repairs or breakdown related to the CVT transmission.

GM, and LakinChapman LLC ("Class Counsel") representing Class Members in Castillo, et al, v. General Motors Corporation, negotiated class relief per the Settlement Agreement. Essentially, the Settlement Agreement provides extended warranty coverage to each Class Member. The coverage is retroactive in some cases.

Section 2. Class Counsel asked that I provide a reasonable estimate for the value of the relief to the Class Members.

The phrase "value of the relief to the Class Members" admits a variety of interpretations. The relief resembles a collection of transferable extended warranties placed on each of 83,718 vehicles. These extended warranties provide coverage to up to 149,541 Class Members who are current or former owners of the Settlement vehicles.

In the retail marketplace, each extended warranty is offered by a seller to a potential buyer: Typically, the offer is made in conjunction with a vehicle purchase. Less often the extended warranty is offered via a telemarketing or direct mail effort, after the vehicle sale. Naturally, the salesperson, and others in supporting roles, must receive compensation associated with such a retail sale. That compensation must be built into the retail price the customer pays for the extended warranty.

The way in which the warranty is sold also has a bearing on the expected repair costs built into the warranty price. This is simply because a buyer who expects high repair costs is more likely to purchase

an extended warranty than one who expects low costs. This leads to a higher average repair cost component than if both the low expected cost and high expected cost prospects had the same propensity to accept the extended warranty offer.

I have chosen to estimate the amount which a financially sound, profit-seeking third party (a "Company") would demand in cash on March 31, 2009, to accept the transfer of all liability, responsibility and expense for the Settlement Agreement, based on the data provided.

By making this hypothetical transfer the basis for my estimate, I avoid including in my estimate any amount for sales and marketing expenses, and the increased repair costs associated with rational buying decisions, that must be included in the typical extended warranty price.

In order to set a cash price on this transfer, the Company will consider various elements of expense, competition, capacity, risk and profit associated with the transaction. This transfer will result in a new operation (Operation) within the Company which will begin on March 31, 2009 continue through about March 1, 2012.

Here is a list of the elements that will contribute to the setting of that cash price. I indicate a likely range for the amount the Company would include in its bid:

a. Bid preparation. \$40,000-\$75,000

b. Management effort to integrate the Operation, and subsequently to monitor and maintain it. \$100,000-\$200,000

c. Information systems efforts necessary to administer the class relief. The Company must maintain a record for each vehicle, a record for each Class Member associated with a vehicle, a record for each claim, etc. To determine whether a claim is covered the Company must verify the VIN. In order to pay a valid claim correctly, the Company must determine whether the claimant is the original owner. An interface to GM's payment data is required to verify that claims falling in the Past Loss Tier have not already been paid. A database must be designed, populated and maintained; interfaces for user interaction, accounting and management information must be created. \$300,000-\$500,000

d. Fulfillment: Class Members must be provided documents explaining their coverage, claim procedures, customer service telephone numbers, etc. (149,500 Class Members at \$3-\$6 per Class Member; \$448,500-\$897,000)

e. Claim administration tasks include verifying coverage, answering queries from repair facilities, reviewing and approving proposed parts and labor charges, determining (in some cases) whether the part to be replaced is covered by the SPO replacement parts warranty, generating and mailing checks, interfacing payment records to the corporate accounting system, etc. (15,000 claims at \$25-\$35 per claim; \$375,000-\$535,000)

f. Training: Personnel must become knowledgeable concerning coverage, claims procedures, etc. \$5,000-\$15,000

g. Indirect expense ("overhead"): Typically, Company must allocate all expenses which are not directly

related to a revenue stream to its revenue producing operations. These expenses include its building and utilities, its accounting, personnel and legal departments, etc. \$200,000-\$400,000

h. Estimated repair payments for covered repairs, *subject to due diligence regarding the claims spreadsheet, as described in Section 6.* \$47,527,000 (Section 5 describes this estimate in detail.)

i. The repair payment estimate is a best estimate, based on incomplete data and a number of assumptions. Such estimates made in similar circumstances will be underestimates about half the time. Generally, the Company will add an amount to the bid to address the risk of underestimating of repair payments. Notice that for each 1% that the estimate falls short of actual future repairs, the cost of the Operation increases by about \$500,000. Depending on the confidence the Company places in the repair estimate it may consider adding a margin to protect against this risk. \$2,500,000-\$5,000,000

j. Finally, an amount must be added for Company profit. The approaches to determining profit, in fact the very definition of profit, vary widely among companies. Profit targets may be expressed as a return on capital, or a return on investment, or a fraction of revenue and so forth. Generally, the risk element discussed in g. has a bearing on setting the profit objective. Also, the competitive environment of the bidding environment influences the profit objective. \$3,000,000-\$5,000,000

Summing the above figures, produces a range of \$54,495,500 to \$60,139,000, and I estimate the midpoint, \$57,317,250, as the cash price of the transfer.

In computing this estimate, I have not included the investment income earned by the Company on unpaid future repair costs (which it will receive at the time of transfer, and pay out through March 1, 2012). This is because the repair estimate already discounts future repair payments to March 31, 2009, using a rate of return approximating that of US Treasury instruments of the corresponding maturity.

Section 3: During my work related to this matter, I have considered the following:

- Settlement Term Sheet dated May 21, 2008;
- Stipulation of Settlement dated July 17, 2008 filed as Document 48-2 (the "Settlement");
- Stipulation and Protective Order filed as Document 44;
- First Amended Complaint filed as Document 27;
- GM Field Performance Evaluation Report dated 5/18/2004 (Castillo 2969-74);
- CVT Variator Drive System Failure (Castillo 2981-99);
- CVT Review dated May 16, 2003 (Castillo 3133, 3141);
- CVT Warranty Projections (Castillo 3163-70);
- CVT Status & BAS Options dated March 29, 2004 (Castillo 3180, 3224);
- Exhibit A to GM's interrogatory answers;
- Letter dated October 15, 2008 from GM's counsel regarding, among other things, rebuilt transmissions;
- Addendum filed under seal on August 26, 2008;
- Declaration of Conrad Barrett (R.L.Polk Company);
- Special Policy 04020 dated March 2004 (Castillo 2667-72);
- Special Policy 04020A dated January 2005 (Castillo 2673-78);

In addition to these documents, I have reviewed an Excel spreadsheet prepared by GM involving

transmission-related repairs for which GM paid some portion of the cost.

Section 4: On 10/29/2008, Class Counsel forwarded me a spreadsheet prepared by GM. I reviewed this data and requested clarifications and additional data in an email to Class Counsel dated 11/3/2008.

On 2/9/2009, Class Counsel forwarded me a revised spreadsheet ("spreadsheet"). See Section 6 for a discussion of the clarification of which labor codes are included. The revisions were simply the addition of two text fields, SVC_PROB_CAUSE_CD and SVC_PROB_CAUSE_DESC. Otherwise, the revised spreadsheet contained the same data as the earlier spreadsheet. The spreadsheet contains [REDACTED] records with net a net dollar amount of \$ [REDACTED]. There are [REDACTED] distinct vehicles with records. The most recent date on any record is 10/9/2008.

The spreadsheet has been represented as containing extracts of all US and Canadian claim records in the GM warranty database for all 2002 through 2005 Saturn Vues and 2003 through 2004 Saturn IONs having CVTs (the class vehicles). The most recent claim on the spreadsheet is dated 10/9/2008.

The revised spreadsheet has thirteen columns. The following table shows the column labels, a description of the data, and a shorter name by which I will refer to the column:

label	interpretation
MODL_YR_NBR	vehicle model year: 2002, 2003, 2004 or 2005
MAKE	"Saturn"
MODEL	"Vue" or "ION"
VEH_IDENT_NBR	vehicle identification number (VIN)
OPTN_FAMILY_TRANSMISSION	"M16" or "M75"
VEH_INUSE_DT	in service date
JOB_CARD_DT	claim date
SVC_LABR_OPRTN_CD	"K7000"
SVC_PROB_CAUSE_CD	a GM warranty code
SVC_PROB_CAUSE_DESC	brief claim description
VEH_ODMTR_MILEAG	odometer reading on claim_date (odometer)
CLAIM_TOT_GLOBL_AMT	dollar total for this record (amount)
VIN_MODL_DESGTR	submodel label: ZLL26, ZLM26, ZAB37, ZAC37, ZAN37, ZAW37

Examining the range of values contained in each column, it is apparent that:

- a. The column MAKE provides no information: its value is always "Saturn";
- b. The column SVC_LABR_OPRTN_CD provides no information: its value is always "K7000";
- c. The column SVC_PROB_CAUSE_CD provides no readily usable information: its value is sometimes NULL and otherwise is one of 185 distinct codes (eg, "3023" or "1D") for which no data dictionary was provided;
- d. The column SVC_PROB_CAUSE_DESC provides no readily usable information: its value is sometimes NULL and otherwise is one of 161 distinct phrases (eg, "BROKEN" or "Interface (Gasket; Seal; Hose; Weld.)-Broken");
- e. Given a record's VEH_IDENT_NBR (VIN), the MODL_YR_NBR, MAKE, MODEL,

OPTN_FAMILY_TRANSMISSION and VIN_MODL_DESGTR columns are redundant.

The validity of the claim date, the in service date and the odometer is critical to projection of future claim payments. The odometer and time since the in service date determine whether or not a claim is covered under a warranty. The frequency and amounts of payments as a function of the age of the vehicle are fundamental. This age is computed as the difference in months between the claim date and the in service date.

There are 338 records in the spreadsheet, related to odometer discrepancy, NULL in service dates (175 records) or in service date later than claim date (147 records). The claim information on these records cannot be used unless the record is "repaired" in some fashion. It is obvious that these records represent actual claims: to ignore them would result in underestimates. In addition, it is important to note that there is no "claim number" on each record to facilitate association of multiple records as a single claim. I therefore associated together, as a single claim, all records for a given VIN having the same claim date.

I repaired NULL or inconsistent data as follows:

- a. If a record has a NULL in service date, assign it the median in service date for VINs on the spreadsheet having the same model and model year.
- b. If a record has an in service date after its claim date, assign it the claim date as its in service date. I.e. this record of claim is assigned to the date the vehicle was purchased.
- c. If multiple records for a given VIN on a given claim date have different odometer readings, assign all the lowest of these odometer readings to all the records.

Using this repaired data, the data may be consolidated into [redacted] claim records on [redacted] VINs with net payments of \$ [redacted]

Section 5: Repair cost estimates

For convenience I will use this nomenclature:

warranty term	name
through 36months/36,000 miles whichever comes first	"original warranty"
beyond original warranty through 60 months/75,000 miles	"GM extension"
beyond GM extension under terms of the Settlement	"Settlement extension"

a. Description of estimate requirements

The Settlement provides payment to Class Members for covered CVT claims. The amount of payment is either 100%, 75% or 30% of the total repair cost, as indicated in Chart B of the Settlement. Thus, in order to estimate repair costs under the Settlement, I must estimate the ownership status distribution and odometer mileage distribution by vehicle age. Additionally, Class Counsel requested that I estimate the Settlement extension repair payments in Past and Future Loss Tiers, ie, Settlement payments made for claims incurred before or after the March 31, 2009 (projected final approval date for the Settlement).

EXHIBIT L
Part 5

b. In order to estimate the necessary values, I examined claims aggregated in various available combinations (by model, model year, submodel, transmission type, etc). I found that the model, ie, Vue or ION, accounted for most variation in average claim amount and frequency. Moreover, there was little variation in average claim by age of vehicle on the claim date. Because I needed model year to determine the warranty expiry, I aggregated the data into the six model, model year groups.

It is important to understand what claims are on the GM warranty database. Are all the claims there? If the claims are not all there, how are the missing claims best estimated? How have claims under the GM extension, and extracontractual ("goodwill") been placed and identified on the GM warranty database?

For typical GM models, only original warranty claims are entered on the GM warranty database, along with perhaps a few extracontractual payments. GM extended warranty claims are tracked separately. Occasionally, as in the present case, GM instructs its dealers to use the GM warranty database for special claims. When GM decided to extend its original warranty on the class vehicles to cover the CVT through 60 months/75000 miles, it instructed its dealers (v, Charts A and B, Special Bulletins dated 3/2004 and 1/2005) to enter those repairs into the warranty system with special "Case Type" codes. That code was not provided in the spreadsheet.

However, examination of the repaired claims file shows that [redacted] of the [redacted] claim records ([redacted]) are extracontractual, ie, either the vehicle was older than 60 months, or its odometer exceeded 75,000 miles, or both. Moreover, it appears that substantial numbers of contractual claims are missing.

Generally, the frequency of claim for a mechanical component does not decrease with age. There is nothing in GM's engineering reports to suggest that CVT claim frequencies would behave differently. A review of those frequencies calculated from the spreadsheet show [redacted]. For example, the average number of claims per month for 2003 Vue's within the 60month/75,000 mile period [redacted] from the third year of age to the fourth year. I asked Class Counsel to examine their records on claims information communicated by Class Members: Class Counsel reported to me that 247 class member inquiry files were randomly selected. Within these were 42 covered under the GM extension, for which there was no record on the spreadsheet.

There are many circumstances which result in claims missing from the original warranty database, or which result in claims showing only partial payment of the total repair. These circumstances include claims paid:

- by the customer, and never reimbursed by GM,
- by GM, but not entered in the warranty database,
- under a customer purchased GM extended warranty,
- under a customer purchased 3rd party extended warranty,
- partly by the customer, after negotiation with the dealer or GM.

My judgment was that the most reliable set of records are those during the first 36 months of age, and that the records for claims past 36 months were likely so incomplete as to render them unusable. It was necessary, however, to make an adjustment for underreporting claims over 36,000 miles. In the estimate, I assumed that 20% of such claims had not been reported on the original warranty database.

I used this subset of the claims to extrapolate claim frequencies, separately for Vue and ION models, through 96 months of age.

c. I used Exhibit A to GM's interrogatory answers for exposures (numbers of US and Canadian 2002-2005 Vues and 2003-2004 IONs) corresponding to the spreadsheet claims. The total of such vehicles is [REDACTED]

d. I used a distribution of vehicles by annual mileage to interpolate the fraction of vehicles remaining under warranty by month of age, for both 60 month/75,000 mile and 96 month/125,000 warranties. This facilitates calculation of two required estimates: the over/under 100,000 categories, and the over-mileage (still under 60 months of age) claims not covered by the GM extension warranty. The distribution of vehicles by annual mileage was taken from the 2001 National Household Travel Survey (<http://nhts.ornl.gov/index.shtml>).

e. I used a distribution of original new vehicle owners by years of ownership to interpolate the fraction of original owners by month of vehicle age. The distribution was taken from Belden Associates Continuing Market Study, 2003 as quoted in <http://www.nacorp.com/NAC2/pdf/Vehicles.pdf>

Using the above, I projected numbers of claims by age of vehicle for 60 month/75000 mile and 96 month/125000 mile warranties, for 2002-2005 Vues and 2003-2004 IONs separately, and separated each month's claims into over/under 100,000 miles and original/non-original owner.

f. I used the average Vue ([REDACTED]) and ION ([REDACTED]) claim amounts for claims in the first 36 months of vehicle age to project the claim payments by month of age for each model. The average claim computed from the repaired file decreases slightly with vehicle age. I was unable to explain this decrease based on the available information. I therefore assumed the repair cost inflation rate is 0%.

g. I used data from the claims file to determine the actual term in months for the Settlement:

model year	model	median valid date	range of valid dates	term (mos)
2002	Vue	7/9/2002	2/2002-2/2004	90
2003	Vue	1/19/2003	6/2002-7/2005	96
2004	Vue	3/15/2004	9/2003-11/2006	94
2005	Vue	3/19/2005	9/2004-12/2005	82
2003	ION	7/8/2003	4/2003-7/2004	90
2004	ION	1/23/2004	8/2003-1/2006	96

For example, because the median in service date for 2002 Vues is 7/9/2002, and per the Settlement the 2002 Vue warranty expires on 1/1/2010, I compute the 90 months as the median time expiration for 2002 Vues. As I was provided no actual distribution of vehicles by in service date, I make the assumption that all warranties for 2002 Vues have a term of 90 months/125,000 miles.

Using the above, I separated the projected claim payments into Future and Past Loss Tiers.

h. After examining rates from recent US Treasury auctions: (<http://www.treasurydirect.gov/RT/RTGateway?page=institAuctFund>) I chose a rate of 0.7% for discounting Future Loss Tier payments to 3/1/2009.

i. Finally, I used the Declaration of Conrad Barrett for the number of class vehicles, 83,718, to adjust for the presence of both Canadian and class vehicles (90,305) in these projections.

67,466 Vues	2002	2003	2004	2005	Totals
Past Loss Tier	\$1,277,869.37	\$15,059,585.68	\$1,303,410.62	\$68,700.13	\$17,709,566.80
Future Loss Tier	\$469,631.20	\$17,165,842.23	\$11,826,944.12	\$1,006,308.57	\$30,468,726.11
					\$48,178,291.91

Class Vues Only	2002	2003	2004	2005	Totals
Past Loss Tier	\$1,184,659.41	\$13,961,113.94	\$1,208,337.64	\$63,689.02	\$16,417,800.01
Future Loss Tier	\$435,375.50	\$15,913,736.55	\$10,964,266.74	\$932,906.71	\$28,246,285.50
Totals	\$1,620,034.91	\$29,874,850.49	\$12,172,604.38	\$996,595.73	\$44,664,085.51
per-unit	\$631.09	\$738.40	\$698.72	\$475.04	

22,839 IONs	2003	2004	Totals
Past Loss Tier	\$406,821.89	\$327,690.36	\$734,512.25
Future Loss Tier	\$669,335.05	\$1,705,587.52	\$2,374,922.57
			\$3,109,434.82

Class IONs Only	2003	2004	Totals
Past Loss Tier	\$377,123.90	\$303,768.96	\$680,892.86
Future Loss Tier	\$620,473.59	\$1,581,079.63	\$2,201,553.22
Totals	\$997,597.49	\$1,884,848.59	\$2,882,446.08
per unit	\$124.05	\$143.55	

The estimated Past Loss Tier total repair cost is \$17,098,692.87; the present value of the estimated Future Loss Tier repair cost is \$30,447,838.72; the total is \$47,546,531.59.

j. The repair cost estimate are based on a problematic dataset: there are unreported claims (Section 4), there are inconsistent and null values (Section 4), and there remains a concern that a subset of transmission claims were omitted (v. Sections 6 regarding labor operation codes).

I made an adjustment in order to compensate for the unreported claims. Based on sparse information, I assumed that claims outside the original warranty due to mileage only, were underreported by 20%. If the assumption is reduced to 10% underreported, the repair cost estimate decreases about 13%; if the assumption is increased to 30% underreported, the repair cost estimate increases about 17%.

I repaired the inconsistent and null values. While these problems are indicative of sloppy record keeping, I suspect they have little effect on the accuracy of the estimates.

The questions concerning an omitted subset of transmission claims would need to be answered in the due diligence stage of this transaction. I have assumed that the answer would be satisfactory, ie, that no subset of claims was omitted by definition.

Section 6: Comparison with GM documents

For convenience, I refer to:

Field Performance Evaluation Report	as	"FPER"
CVT Variator Drive System Failure (Draft)	as	"VDSF"
CVT Warranty Projections	as	"PROJ"

The parenthetical number following these abbreviations refers to the last four digits of document

numbers, eg, the first page of the FPER is Castillo000002969 which I will call FPER(2969).

The GM documents support my assertion that there should be no sudden decrease in claim frequencies. For example, see the graphs of claims over time in FPER(2973); also, see the table "Determination of Condition Frequency" on VDSF(2986) which shows [REDACTED] and the charts and tables on PROJ(3164)-PROJ(3166).

The GM documents cite [REDACTED] estimates for "Incidents per thousand vehicles" (IPTV), "Cost per vehicle" (CPV) and total costs. FPER(2969) says that warranty projections "[REDACTED]". FPER(2971) project costs, apparently for 21,913 IONs, totaling \$[REDACTED]. VDSF(2993) and VDSF(2994) project a cost over \$[REDACTED], apparently for [REDACTED] Vues.

My model predicts much lower IPTV, approximately 17,000 claims through the GM extension, which is about 190 claims per thousand vehicles.

What can account for these large discrepancies? My concern is that many of the labor codes, for transmission problems covered under the Settlement, may have been omitted from the claim spreadsheet.

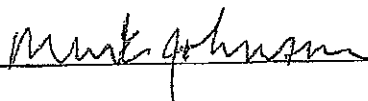
Notice that the GM documents refer to a multiple of labor codes which apply to repairs on CVT transmissions:

- FPER(2971) K7000 and K7104
- FPER(2973) K5000-K9999 excl. K5173, K5175, K5180, K6721, K6722, K6723, K6732
- PROJ(3166) K7000, Reflash, Other

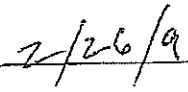
On this last document, the CPV for the non-K7000 repairs is significant, accounting for \$[REDACTED] of \$[REDACTED] estimated CPV. These figures suggest that repairs under the K7000 code account for only [REDACTED] of the total repair costs.

As I pointed out in Section 4, all the spreadsheet records showed the single SVC_LABR_OPRTN_CD (labor code) "K7000". I asked for clarification of the question, ie, why do all the records have code K7000, and what became of records with other labor codes? In reply Class Counsel gave me to understand that GM's Counsel reported that the claims file was indeed complete, but all claims had been summarized in such a way that each record was assigned the K7000 code. This strikes me as implausible. If it were the case that non-K7000 codes were actually omitted, the last paragraph suggests that the repair cost portion of my estimate might increase 70%.

Therefore, my estimate of repair costs stipulates that a "due diligence" investigation of the claims data will have confirmed that no applicable transmission labor code records were omitted from the claim spreadsheet.



Mark Johnson



February 26, 2009

DECLARATION OF RONALD M. SABRAW

Declarant, Ronald M. Sabraw, pursuant to 28 U.S.C. § 1746, attests as follows:

1. I am a mediator and arbitrator affiliated with the San Francisco, California office of JAMS. I have served as a JAMS mediator and arbitrator since March of 2007. During that time I have served as the mediator in more than 120 mediation sessions.

2. Prior to my affiliation with JAMS, I was a Superior Court Judge in Alameda County, California from 1989 through 2007, including service as the Presiding Judge from 1996 through 1997. Prior to that, I was a Municipal Judge for Alameda County from 1987 until 1989. Beginning in 2000, I helped launch the first complex litigation department for the Alameda County Superior Court. I served as the sole complex litigation judge for Alameda County through 2004. In 2005, a second complex litigation department was established. I remained as one of the complex litigation judges until my retirement in 2007. In 2005, I was named the "Trial Judge of the Year" by the Alameda / Contra Costa Trial Lawyers Association. I conducted hundreds of mandatory settlement conferences in all categories of civil litigation over twenty years as a judge, and I estimate that I presided over approximately 50 class actions.

3. On May 21, 2008, I served as the mediator in the class action case of *Kelly Castillo, et al., v. General Motors Corp.*, No. 2:07-CV-02142 WBS-GGH.

4. I received mediation briefs from the parties prior to the mediation session. The quality of the briefing, as well as my pre-mediation telephone conversations with counsel, confirmed that counsel on both sides possessed a thorough understanding of the factual and legal issues in the case and had performed extensive due diligence prior to the mediation. The information provided in the briefs was detailed and helpful in fostering my understanding of the case and in facilitating a productive mediation session.

5. The mediation was attended by Gregory Oxford as outside counsel and L. Joseph Lines as in-house counsel for General Motors, and by Brad Lakin, Rob Schmieder, Mark Brown, and Brooks Cutter as counsel for Plaintiffs and the proposed Class.

6. The mediation session involved arms-length negotiations that began at approximately 9:00 a.m. and concluded at approximately 10:30 p.m., with no break for lunch or dinner.

7. Beginning at approximately 9:00 a.m., the parties began negotiating the relief to the Class. This issue consumed the majority of the mediation session and concluded at approximately 5:00 p.m. with the signing of a formal "term sheet." The term sheet described the relief to which the Class would be entitled. It also provided that GM would pay representative plaintiff incentive awards and attorneys' fees as awarded by the Court "in addition to all other relief provided herein," that these payments would "not diminish any relief provided to Class members," and that negotiations regarding these amounts would commence "[u]pon execution of this agreement."

8. During this roughly eight-hour period of negotiations regarding class relief, Class Counsel supported their bargaining positions by referring to specific documents they had uncovered during discovery and during their pre-suit investigation, to information from their consulting expert, and to case law. Throughout the negotiations, it was clear that Class Counsel had a significant understanding of merits issues, certification issues, and feedback from the class plaintiffs and other class members. The impression was that they negotiated skillfully based on salient knowledge of both the applicable law and pertinent facts.

9. At no time during the mediation did I sense that Class Counsel were compromising on important points or that they were willing to sacrifice valuable benefits to the

Class merely to attain a settlement. They demonstrated that they had consulted with the representative plaintiffs and with other class members prior to the mediation, and that they had a good grasp of what was important to the Class. I believe that their expertise, professionalism, and preparedness were important factors in reaching a resolution that I believe provides very substantial relief to the Class.

10. I was satisfied during the mediation that the parties had properly analyzed the strengths and weaknesses of their respective positions, and that they appropriately took into account the risks of proceeding with the litigation.

11. The attorneys for both sides impressed me as highly professional, skilled, prepared, and reasonable. The agreement reached by the parties resulted from hard fought, arms-length negotiations over a more than 12-hour period. Although the lawyers involved were courteous and respectful, the mediation process was nevertheless adversarial, and there was no evidence of collusion between the parties. Indeed, considering that class relief was to be – and later was – negotiated separately from the representative plaintiff incentive awards and attorneys' fees, and considering that the latter do not diminish the former, I do not believe that collusion between the parties would even have been possible under these circumstances.

12. After the parties negotiated the relief to the Class and signed the term sheet, they then negotiated the incentive awards to be paid to the representative plaintiffs. Upon reaching agreement regarding the representative plaintiff incentive awards, the term sheet was then amended to reflect this additional point of agreement.

13. After agreement was reached regarding both the class relief and the representative plaintiff incentive awards, negotiations then commenced regarding attorneys' fees and costs. These negotiations continued until approximately 10:30 p.m. on May 21, 2008, but did not result

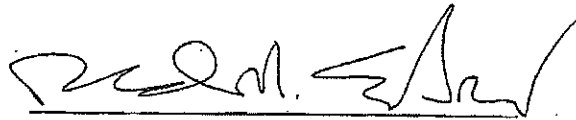
in agreement regarding attorneys' fees on that day. I encouraged the parties, and they agreed, to continue negotiations over the phone in the subsequent days as their schedules permitted.

14. I continued to communicate with counsel following the mediation and learned that the parties reached an agreement approximately two weeks later.

15. If the Court has any questions regarding the arms-length nature of the mediation, I would be happy to answer those questions.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on February 25, 2009



Hon. Ronald M. Sabraw (Retired)

RECEIVED

FEB 25 2009

U.S. DISTRICT COURT

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Attorneys for Class Representatives and Class

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

KELLY CASTILLO, NICHOLE BROWN,
BRENDA ALEXIS DIGIANDOMENICO,
VALERIE EVANS, BARBARA ALLEN,
STANLEY OZAROWSKI, and DONNA
SANTI, *Individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

GENERAL MOTORS CORPORATION,
Defendants.

Case No.: 2:07-CV-02142 WBS-GGH

DECLARATION OF ROBERT W.
SCHMIEDER II

I, Robert W. Schmieder II, do state that:

1. I am an attorney with LakinChapman LLC ("Class Counsel"), lead class counsel in this class action, and I have personal knowledge of the facts set forth herein. I previously submitted a declaration dated July 22, 2008 in this matter. *See Doc. 48-3.*

Pre-Lawsuit Investigation

2. We commenced work on this case in the Spring of 2007 when an unhappy Saturn owner contacted us about problems with the Saturn VTi transmission. As we began our legal and factual investigation, many other Saturn owners began contacting us about the same issue—

Declaration of Robert W. Schmieder II - 1

Exhibit NN

problems with the VTi transmission. Due to the number of Saturn owners contacting us, we assigned an investigator and paralegal to handle those communications. For each Saturn owner who contacted us, we gathered information and often documents including owner's manuals, warranty documents, warranty extension letters from GM, repair histories, repair invoices, repair quotes, and extended warranty information and pricing. For some Saturn owners, we took recorded statements. Before filing the original complaint, sixty-six (66) potential class members had contacted us about their VTi transmissions.

3. While we responded to the potential class members' inquiries, we gathered as much information about continuously variable transmissions (CVTs) and specifically the VTi transmission as we found to be publicly available. We assigned a paralegal and legal assistant to search publications, GM websites, and generally available information on the internet. In addition to searching GM websites and press releases, we purchased thirteen (13) technical service bulletins (02-T-09, 02-T-32, 02-T-89, 03-07-30-010, 03-07-30-023, 03-07-30-023B, 03-07-30-041, 03-07-30-048, 03-07-30-051, 04-07-30-013A, 04-07-30-024E, 05-07-30-003, and 05-07-30-004). We also gathered general background literature and publications including, but not limited to: *Continuously Variable Transmission (CVT) PT-125* (Society of Automotive Engineers, Inc., John Maten and Bruce Anderson eds., 2006), *Loose VTi Transaxle Coverter Housing Bolts #03C05* (www.alldata.com), *Extended Transmission Warranty Coverage for Variable Transmission with Intelligence (VTi) Transmission #040420 and Letter* (www.alldata.com), *Steps Toward Sustainability, Vision & Strategy, Fuel Efficient Technologies*, (www.gm.com/corporate/responsibility/reports/00/vision/environment/product3.html), *GM's VTi Transmission: Building on a Heritage of Automatic Transmission Leadership* (www.gm.com), www.gmprotectionplan.com, *NHTSA Probes Saturn Timing Chain Failures* (January 31, 2006) at www.consumeraffairs.com/news04/2006/01/nhtsa_saturn_timing_chain.html, *VUE Blends Thoughtful Features, Customer-Friendly Innovations in 2003* (July 7, 2002), and *VUE Gives Saturn a Boost* (December 16, 2002).

4. We also interviewed mechanics, service technicians, and several potential expert witnesses. During our search for an expert witness, we retained a consulting expert who

provided information about the life expectancy of a transmission, assisted us in the search for consumer expectations regarding the life of a transmission, explained technical information regarding CVTs and the VTi specifically, and conducted investigations into the VTi problems through the expert's industry network.

5. In addition to our factual investigation, we researched potential legal theories of recovery, along with class certification issues. Due to the volume and geographical dispersion of potential class members who had contacted us already, we also started to research nationwide class issues and/or the possibility and propriety of filing multiple lawsuits subject to coordination and consolidation under the Judicial Panel on Multidistrict Litigation. As we developed our strategy, we began to conduct fifty (50) state surveys regarding the various legal theories.

6. During our investigation, certain class members volunteered to serve as class representatives. For each named plaintiff (potential class representative), we gathered additional information that we anticipated GM would request in discovery, explained the responsibilities of a class representative, and regularly updated that person regarding our investigation, expert search, and legal strategy.

7. After we gathered the additional information from the proposed class representatives, we drafted the complaint. We then circulated the complaint to them for comments and verification of their information. We also began to draft written discovery and continued to work on class certification issues.

8. On October 10, 2007, we filed the original complaint on behalf of Plaintiffs Kelly Castillo, Nichole Brown, Barbara Glisson, and the proposed Class, alleging four causes of action (Statutory Consumer Fraud, Breach of Express Warranties, Breach of Implied Warranty of Merchantability, and Unjust Enrichment).

Lawsuit

9. After filing this action, new potential class members continued to contact us on a regular basis about their VTi transmissions. We finished drafting discovery, and continued searching for expert witnesses and researching class certification issues.

10. On December 20, 2007, this Court entered the Pretrial Scheduling Order. *Doc. 17*. The Order limited discovery to class certification issues prior to the submission of the final class certification briefs. We immediately served GM with discovery on that same date, and began working on our Rule 26 initial disclosures.

11. This Court also ordered class certification briefs to be filed by July 18, 2008. Due to the expediency of the class certification briefing, we increased our efforts regarding class certification research and briefing. We assigned several attorneys and a paralegal to complete the conflict of law analysis along with the 50-state surveys for all the causes of action and other legal theories.

12. On January 4, 2008, GM filed its motion to dismiss. We filed the First Amended Complaint on January 14, 2008 adding Brenda Alexis Digiandomenico, Valerie Evans, Stanley Ozarowski, and Donna Santi as potential class representatives and adding one (1) state in the class definition. GM filed its motion to dismiss the First Amended Complaint, we filed an opposition to the motion to dismiss, and GM filed its reply.

13. On February 5, 2008, GM served its objections and preliminary responses to written discovery. GM also served its initial disclosures on February 28, 2008. We subpoenaed two (2) former GM employees who had worked on the VTi project. Neither GM's interrogatory answers nor its Rule 26 Initial Disclosures contained the names of the two individuals we subpoenaed. Our investigation had identified these individuals as key witnesses.

14. GM began its document production in late February and continued to produce documents through the end of April. GM supplemented its written discovery responses on March 7 and 11.

15. We engaged in numerous discussions with GM's counsel regarding discovery and scheduled an in-person meeting to discuss the case and discovery. On March 10, 2008, we served GM with a draft 30(b)(6) Notice of Deposition including deposition topics to coordinate deposition dates. On March 13, 2008, we met GM counsel in Chicago to discuss discovery matters and explore the possibility of settlement. It was a productive meeting. The parties

prioritized certain discovery, explored settlement concepts, and agreed to conduct further discovery while simultaneously working to coordinate the formal mediation of this matter.

16. On March 20, 2008, we subpoenaed Robert Bosch LLC ("Bosch") and Southwest Research Institute ("SWRI"), two (2) GM suppliers and/or vendors identified during our investigation. Neither GM's interrogatory answers nor its Rule 26 Initial Disclosures contained the names of the two suppliers and/or vendors that we subpoenaed. On April 18, 2008, SWRI produced thousands of pages of documents in response to the subpoena. We had repeated communications with Bosch regarding the subpoena and, ultimately, Bosch delayed production until after the parties submitted the proposed class action settlement and sought court protection in Michigan to avoid any production whatsoever.

17. We employ a team of paralegals, legal clerks, and legal assistants (collectively the "Review Team") to review, analyze, code, and summarize documents. The Review Team consists of persons with a four-year degree in paralegal studies, persons with a two-year paralegal certificate, and part-time paralegal students. The Review Team reviewed, analyzed, and summarized the documents produced by GM and SWRI, along with the documents gathered during our investigation. As more and more potential class members contacted us, we assigned members of the Review Team to handle those inquiries.

18. On April 2, 2008, this Court referred this case to mediation. In preparation for the mediation, we continued to discuss the case with the class representatives and obtained specific input from them regarding the best types of available relief. As we continued to receive inquiries from potential class members, we also gathered their opinions to help formulate the best settlement strategy possible.

19. On May 7-8, 2008, we deposed two GM employees identified in GM's interrogatory answers and its Rule 26 Initial Disclosures. After deposing those witnesses, we prepared and submitted a mediation statement to JAMS.

20. On May 21, 2008, the parties participated in a formal mediation before the Honorable Ronald Sabraw, former complex litigation judge of Alameda County, California, from approximately 9:00 a.m. until approximately 10:30 p.m. The mediation, an arm's-length

negotiation with significant back-and-forth assistance from Judge Sabraw, resulted late in the day in agreement regarding the relief to the Class, and the signing of a term sheet memorializing the basic terms of that agreement. The term sheet provided, among other things, that incentive awards to the Representative Plaintiffs, attorneys' fees and costs would be paid by GM in addition to (i.e., without diminishing) the relief to the Class. The parties then negotiated the amount of the incentive awards for Representative Plaintiffs. Finally, the parties began negotiations regarding the issue of attorneys' fees and costs.

21. During the negotiations regarding attorneys' fees, GM had the opportunity to submit the issue of attorneys' fees to this Court for resolution without any cap on the award. GM, however, continued to negotiate with the assistance of Judge Sabraw. Unable to resolve this issue by 10:30 p.m. on the day of the mediation, the parties continued telephonic negotiations for the next several days until ultimately reaching final agreement regarding attorneys' fees on June 5, 2008. During that time, I had conversations with Judge Sabraw regarding the on-going negotiations. Judge Sabraw had been communicating with GM as well, and was encouraging both parties to resolve the attorneys' fees and even offered to give a mediator's number.

22. During this time, we continued to engage in communications with Bosch regarding the subpoena, investigate expert witnesses, and prepare for class certification briefing.

23. On June 5, 2008, we filed a Joint Memorandum Regarding Results of Mediation that informed the Court that "[t]he parties were in the process of drafting a formal written settlement agreement." *Doc. 46*. The parties submitted drafts back-and-forth, discussed the details of the notice plan, and completed other details of the settlement documents. We drafted a motion to preliminarily approve the proposed settlement and an accompanying memorandum of law in support.

24. On July 22, 2008, we filed a Motion for Order: Preliminarily Approving Class Action Settlement, Provisionally Certifying Settlement Class, Approving Class Notice, and Setting a Hearing for Final Approval of the Settlement. We also submitted an Addendum under

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seal that outlined our findings regarding the VTi transmission as they relate to the class relief that we negotiated. *Doc. 52.*

Settlement Administration

25. On September 8, 2008, this Court preliminary approved the settlement and granted Class Counsel leave to amend the complaint. *Doc. 54.* On September 12, 2008, Class Counsel filed the Second Amended Complaint. *Doc. 55.*

26. We purchased a separate phone number to exclusively handle calls from class members, established a dedicated email address for class members to communicate with us, and created a special page on our website to provide information to class members. On our website, we have provided details of the Settlement, posted copies of pleadings and the notice, and created frequently-asked questions (FAQs) regarding the Settlement based upon the class member inquiries that we have received. We also hired additional personnel to respond to the calls and emails from class members.

27. For each significant development in this case, we retained an email service in order to update class members with the relevant information. For class members who did not provide an email address, we sent them a letter. We also have regularly updated our website.

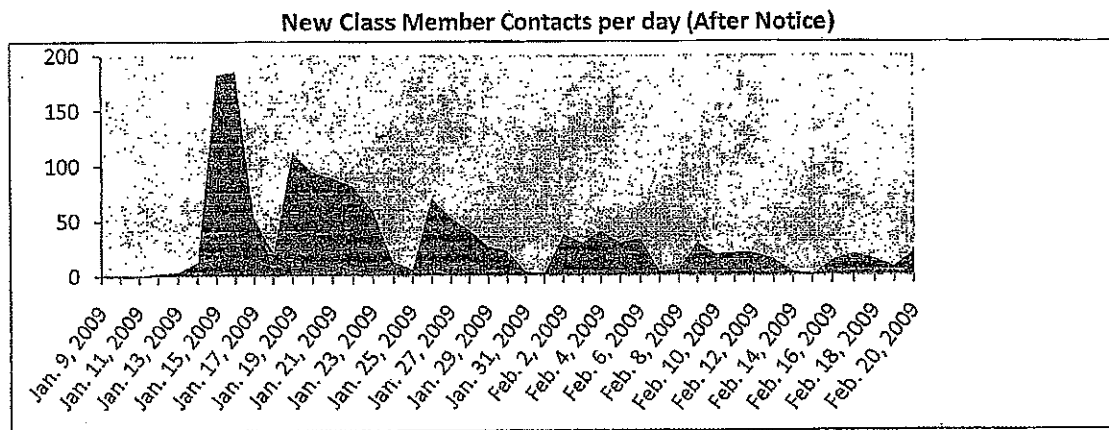
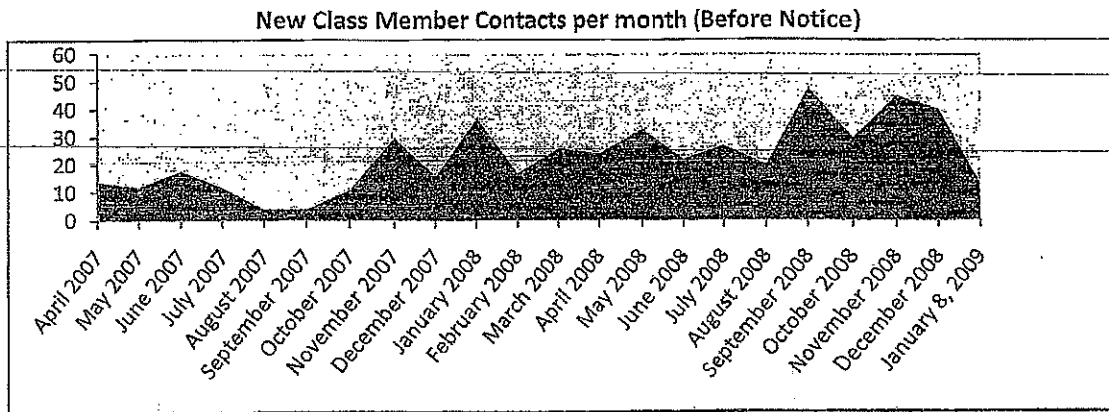
28. We converted our research and draft certification briefs into a memorandum in support of final approval, and conducted additional research to support the Settlement.

29. We also continued to engage in informal discovery with GM, monitor the notice process, address issues relating to class members with current VTi transmission failures, work with GM regarding information provided by its customer assistance center to class members, and resolve other issues and tasks as they arose.

30. On January 9, 2009, GM's vendor mailed notice to the Class as confirmed by GM.

31. Between the Spring of 2007 and January 9, 2009 (the date notice was mailed), 504 class members contacted us about their Saturn VTi transmission-related issues. From January 9, 2009 through February 20, 2009, at least 1,518 class members contacted us about their Saturn VTi transmission-related problems and the Settlement. These figures only account

for class members who contacted us for the first time, and do not include class members who contacted us more than once.



Before notice was mailed, an average of twenty two (22.2) class members *per month* contacted us. After notice was mailed, an average of thirty six (36.14) class members *per day* have contacted us. Through February 20, 2009, more than 2,022 class members have contacted us.

32. Throughout this case, we have devoted a substantial team of paralegals (at times up to 7 paralegals), investigators (at times up to 4 investigators), Review Team members, legal assistants (at times up to 3 legal assistants), and hired the assistance of an answering service to respond to class member inquiries. We have attempted to respond (and in most—if not all—cases did respond) to all class member inquiries within two (2) business days.

Attorneys' Fees and Expenses

33. I was first admitted to practice law in 1996, and I am admitted to practice in Illinois, Missouri, and various federal courts. Until joining The Lakin Law Firm, P.C. in late March of 2005, I was a partner at Sonnenschein Nath & Rosenthal LLP, primarily representing defendants in product liability, insurance coverage, commercial, and complex civil litigation, including class actions. My standard hourly billing rate that was charged to clients on a monthly, non-contingent basis at Sonnenschein in 2005 was \$350 per hour and up to \$395 per hour for complex litigation including class actions. My hourly rate at Sonnenschein did not reflect the risk of handling a case—in other words, clients paid that hourly rate regardless of the outcome of the case.

34. Over the years, we have periodically updated our hourly rates. To revise our hourly rates for 2007, we conducted a thorough market-based review of our standard hourly rates for attorneys, paralegals, and investigators/legal assistants. During that review, we gathered information from: the *Laffey Matrix* (United States Attorney's Office), business journal publications regarding attorneys' fee rates in jurisdictions in which we practice, published surveys regarding attorneys' fees, and actual awards of attorneys' fees by courts. The process included the opinions of several attorneys including a former judge, two former defense attorneys, and a former in-house attorney at a Fortune 500 Company based upon their knowledge and experience regarding hourly rates charged by attorneys for similar work. Based upon that comprehensive review, we set our hourly rates for the year 2007. At the end of each calendar year, we review the hourly rates and market conditions to determine whether and, if appropriate, how much our hourly rates will be increased.

35. Class Counsel undertook this matter on a contingent fee basis and has not been reimbursed for any out-of-pocket expenses, nor has it received any attorneys' fees in this case to date. Due to the contingency, Class Counsel undertook this matter with the expectation that it will receive a percentage of the class recovery or, at a minimum, a substantial risk enhancement if the class prevailed. Class Counsel's hourly rates do not reflect the risk of the contingency of this particular case or any other class action case. Class Counsel was committed to prosecuting

Case 2:07-cv-02142-WBS-GGH Document 67-41 Filed 02/27/2009 Page 10 of 12

this case through the conclusion of litigation by trial and/or appeal if that would have been in the best interests of the Class.

36. To the best of its ability, Class Counsel staffed this case and assigned work among attorneys, paralegals, investigators, and Review Team members to accomplish tasks in the most efficient, effective, and cost-conscious manner possible under the circumstances. For example, the manner in which Class Counsel handled the significant volume of class member inquiries confirms this approach. Class Counsel provided detailed information on its website, including frequently asked questions, regarding the Settlement in an attempt to answer class members' inquiries and reduce the number of phone calls, emails, and/or letters. Class Counsel then trained its investigators and Review Team members to respond to class member inquiries and, where necessary, escalate the inquiry to the paralegal on the case, who would then, only where necessary, escalate the inquiry to the attorneys.

37. Due to the substantial resources dedicated to the investigation, prosecution, settlement, and supervision of this case, and the continued supervision of this case, Class Counsel did not pursue some other opportunities and hired additional personnel to work on this case.

38. According to the contemporaneous daily time records maintained by Class Counsel in its regular course of business, Class Counsel devoted 3,937 hours of time to the investigation, prosecution, and settlement of this case through approximately February 25, 2009. The total value of Class Counsel's time through February 25, 2009 is \$833,609.10. This time does not include any time relating to the preparation of Class Counsel's motion for incentive awards, attorneys' fees and expenses. To prepare that motion, Class Counsel spent another 116.5 hours at a value of \$24,035.10. A summary of Class Counsel's time is attached hereto as Exhibit 1.

39. Class Counsel has incurred reasonable and necessary costs and expenses in connection with the investigation, prosecution, and settlement of this case. Class Counsel has paid for expert fees, filing fees, travel expenses, deposition fees and transcript costs, witness fees, costs relating to subpoenas, phone charges, postage, copy costs, website updates, etc. A

summary of our reasonable and necessary expenses incurred in this case through February 25, 2009 is attached hereto as Exhibit 2. Based upon Class Counsels' experience with this case and other class action settlements, Class Counsel reasonably estimates expending additional expenses on this case.

40. The Settlement provides relief to class members through January 1, 2012 with the last claim deadline on March 1, 2012. Class Counsel anticipates spending a considerable amount of time: monitoring the administration of the settlement (e.g., issuing the second notice, reviewing the dealer notice and materials, monitoring accuracy of payments, confirming the timeliness of payments, *etc.*); responding to questions from class members; assisting class members with claims; investigating claim denials; responding and/or challenging claim denials where appropriate; and otherwise representing class members regarding their rights under the Settlement and related judgment. In addition, Class Counsel will incur additional costs and expenses relating to this continued representation. Based upon Class Counsels' experience with this case and other class action settlements, Class Counsel reasonably estimates expending at least another \$200,000 worth of its time on this case.

41. A true and correct copy of our Complex Litigation biography, which includes some attorney biographies and descriptions of our experience, is attached hereto as Exhibit V. Class Counsel has substantial experience in class action litigation.


42. As an attorney who has practiced law for more than 12 years, I am familiar with the legal fees and billing rates charged by law firms for similar work. Based upon my knowledge and experience, the fees and costs incurred by Class Counsel regarding the representation of Plaintiffs and the Class are fair, reasonable, and necessary. Based upon my experience and the particular work in this case, including the arms-length negotiations regarding attorneys' fees, the amount of \$4,425,000 is fair and reasonable as fees and costs in this matter.

43. Since 1997, I have represented defendants, plaintiffs, and certified classes in class action litigation. Based on my experience and my particular work in this case, the Settlement is fair, reasonable and adequate, and in the best interests of the Class.

Case 2:07-cv-02142-WBS-GGH Document 67-41 Filed 02/27/2009 Page 12 of 12

I declare under the penalties of perjury under the laws of the United States of America
that the foregoing is true and correct.

Executed on February 26, 2009.



Robert W. Schmieder II

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Exhibit OO to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

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Mark L. Brown (admitted *pro hac vice*)
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REDACTED

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

KELLY CASTILLO, NICHOLE BROWN,
BRENDA ALEXIS DIGIANDOMENICO,
VALERIE EVANS, BARBARA ALLEN,
STANLEY OZAROWSKI, and DONNA
SANTI, *Individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

GENERAL MOTORS CORPORATION,
Defendants.

Case No.: 2:07-CV-02142 WBS-GGH

DECLARATION OF MARK L. BROWN

Mark L. Brown, pursuant to 28 U.S.C. § 1746, attests as follows:

1. I am an attorney with LakinChapman LLC ("Class Counsel"), lead class counsel in this class action, and I have personal knowledge of the facts stated herein. This Declaration addresses Class Counsel's effort to calculate a reasonable estimate of the value of the Class Relief under the proposed Settlement, as well as the Fees and Expenses of Class Counsel.

Estimate of the Value of Class Relief

2. In an effort to calculate a reasonable estimate of the value of the relief provided to the Class under the "future reimbursable expenses" portion of the proposed Settlement in this case, Class Counsel have searched for comparable extended warranties available for purchase, either through GM or through third parties. Class Counsel's search revealed no available warranty offering precisely the relief provided to the Class under the "future reimbursable expenses" portion of the proposed Settlement. *Doc. 48-2.*

3. In other words, it is believed that the proposed Settlement provides relief that the Class would not be able to obtain through any other mechanism.

4. However, there are available certain GM and third-party drive-train extended warranties offering coverage that overlaps with certain portions of the extended warranty protection under the Settlement, providing a point of reference for reasonably estimating the value of the "future reimbursable expenses" portion of the Settlement.

5. One such warranty is the GM Basic Guard Protection Plan that was obtained during Class Counsel's investigation. *Exs. TT-UU.* Another is a third-party extended warranty plan, also uncovered during Class Counsel's investigation. *Ex. VV.* The various GM extended warranties described in *Exs. TT-UU* and the third-party warranty described in *Ex. VV* are the only extended warranty plans for which we were able to obtain pricing information.

6. The most economical optional extended warranty available through GM is the GM Basic Guard Protection Plan (the "GM Plan") described above. The GM Plan provides coverage for repairs involving the engine, fuel system, transmission/transaxle, and front or rear-wheel drive system, with the option of either a \$50, \$100, or \$200 deductible. (Lower deductibles correspond to higher premiums and vice-versa.) *Exs. TT and UU.* The GM Plan will

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pay only up to \$75 for towing expenses. *Ex. DD.* It does not provide any coverage for vehicle rental. *Id.* The GM Plan requires that the vehicle owner contact the dealership in the event of a failure and obtain GM authorization before any work is done. *Id.* No optional extended

warranty plan offered by GM is available for purchase for a vehicle with mileage exceeding

75,000 miles. *Ex. TT.* I understand that the GM Plan is only available contemporaneously with the purchase of the vehicle.

7. As of October 1, 2007 (the most recent date for which Class Counsel were able to obtain pricing data), the cost of the GM Plan for a Saturn Vue with between 60,001 and 75,000 miles on the odometer, for coverage lasting 24 months/24,000 miles and with a \$50 deductible, was \$ [REDACTED]. *Ex. UU.* Coverage for 48 months / 32,000 miles was \$ [REDACTED]. *Id.* These same prices were available for certain other vehicles as well, suggesting that the risk factored into this pricing was spread across multiple vehicles lines. *Id.*

8. According to the testimony of GM employee John Ellison, the historical information in GM's warranty claims database is made available to the personnel responsible for establishing the retail price of GM's optional extended warranties. *Ex. M at pp. 93:17-94:6.*

9. In 2003 GM calculated that the warranty repair cost to GM per vehicle sold was \$ [REDACTED] for VTi transmissions, [REDACTED]. *Ex. Z at Castillo3141.* In other words, the warranty cost to GM for repairing within warranty those vehicles containing VTi transmissions was [REDACTED].

[REDACTED]. This was prior to the time that GM issued its special policy adjustment in 2004, extending the warranty coverage to 5 years / 75,000 miles, which logically would further increase the VTi multiplier.

10. GM estimated that as many as [REDACTED] of all VTi customers would experience transmission failure within 100,000 miles as a result of a single problem with the VTi transmission, a problem known as [REDACTED] *Ex. Y at Castillo2986*. Logically, an even higher failure rate would be expected when the myriad other VTi problems are taken into account, and further when coverage to 125,000 miles is considered.

11. If a warranty company were to establish an extended warranty for the VTi transmission providing the same relief as the "future reimbursable expense" coverage under the proposed Settlement, it would be logical for the warranty company to take into account GM's [REDACTED] warranty cost experience with the VTi transmission. *Doc. 48-2*.

12. Under the October 1, 2007 pricing, the owner of a Saturn Vue with 75,000 miles could purchase the 32,000 mile GM Plan for \$ [REDACTED] *Ex. UU*. This would provide coverage only through 107,000 miles, and no GM extended warranty is available beyond this point, so in order to obtain coverage up to 125,000, the customer would have to purchase subsequent third-party warranties and 'daisy-chain' them together. *Ex. TT*. For example, he could then purchase the third-party powertrain 1-year/12,000 mile warranty for \$ [REDACTED] covering the vehicle through 119,000 miles. *Ex. VV*. He could then purchase a final 1-year/12,000-mile third-party powertrain warranty for \$ [REDACTED] (the cost to obtain the warranty for Vues with odometer readings between 110,000 and 125,000 miles). *Id.* The total cost for this coverage would be \$6,337. *Id.*

13. The owner of a Saturn Vue with 75,001 miles would no longer have the option of purchasing the GM Plan. However, to get to 125,000 miles of coverage, he could purchase a first third-party 2-year/24,000 mile powertrain warranty for \$ [REDACTED] (taking the coverage to 99,001 miles), a second such warranty for another \$ [REDACTED] (taking the coverage to 123,001 miles), and a final 1-year/12,000 mile warranty for \$ [REDACTED] for a total cost of \$5,593. *Id.*

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14. Granted, these optional powertrain warranties cover more than just the transmission. The GM Plan provides coverage for repairs involving the engine, fuel system, transmission/transaxle, and front or rear-wheel drive system, so something less than 100% of the cost of these warranties is attributable to the transmission. *Ex. TT*. Of these four items, the engine and the transmission are by far the two most costly items to replace, and of those two, the VTi transmission is far more likely to need replacement. Since the pricing described above takes into account risk spread across multiple vehicle lines, it is logical to expect that the costs would be even higher if priced only for vehicles containing VTi transmissions, in light of their extraordinary failure rate.

15. In addition, the "future reimbursable expense" portion of the Settlement contains coverage and conditions more favorable to class members than does the GM Plan or the other third-party warranties described above. *Doc. 48-2*.

16. For example, the Settlement covers all towing expenses (subject to the applicable reimbursement rate), whereas the GM Plan will pay only up to \$75 for towing expenses. *Doc. 48-2* and *Ex. DD*. The Settlement provides coverage for vehicle rental; the GM Plan provides none. *Id.* The GM Plan requires that the vehicle owner contact the dealership in the event of a failure and obtain GM authorization before any work is done; the Settlement does not. *Id.* The GM Plan is only available contemporaneously with the purchase of the vehicle; the Settlement coverage is available upon the Court's final approval of the Settlement. *Id.* In addition, under the Settlement class members receive a complete warranty (100% cost paid by GM) for 12 months/12,000 miles, whichever comes first, for each transmission-related repair, even if the subsequent failure otherwise falls outside the coverage period. *Doc. 48-2*. The GM Plan and the other warranties described above have at least a \$50 deductible; there is no deductible under the

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Settlement (subject to the reimbursement rates in Chart B of the Settlement Agreement). *Doc. 48-2 and Exs. TT and UU.* The GM Plan limits the maximum coverage to the value of the vehicle; the Settlement has no such limitation. *Id.* The warranties described above have a variety of additional exclusions (*e.g.*, for misuse, abuse, negligence, alterations, modifications, and lack of maintenance); the Settlement has no such limitations. *Id.*

17. The average cost of the two drivetrain warranty scenarios described in paragraphs 11 and 12 above is \$5,965. *Exs. UU and VV.* Assuming that this cost is distributed evenly among the four items covered by the GM Plan and that, therefore, the value of the extended warranty under the Settlement would be only one-fourth this amount (a very conservative assumption considering the higher risk of VTi failure, the higher than normal cost of VTi replacements, and the deductibles and other limitations in the other warranties that do not apply to the Settlement coverage), the cost for a class member in the 100%-reimbursement-rate category to purchase the hypothetical equivalent warranty would be \$1,491 (*i.e.*, \$5,965 / 4).

18. Class members who submit claims for future expenses under the Settlement will be reimbursed at either 100%, 75%, 30%, or 0% depending on their vehicle mileage at the time of transmission failure and their ownership status (*i.e.*, new or used). *Doc. 48-2.* Since less than 100% of claims will be paid at the 100% reimbursement rate, a downward adjustment needs to be made to the warranty value estimate. Assuming an equal distribution of these four reimbursement rates, the average reimbursement rate would be 51% (*i.e.*, $100 + 75 + 30 + 0 / 4$). Multiplying \$1,491 by 51% would result in an average warranty cost of \$760 per Class Member currently possessing a class vehicle. In other words, under these conservative assumptions, the average Class Member could hypothetically purchase the future coverage under the Settlement

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for only 12.7% of the \$5,965 average cost it would cost to purchase the actually available warranties under the two scenarios described above.

19. Multiplying this average equivalent warranty purchase cost by the number of class vehicles sold (and for which, therefore, future expense reimbursement coverage is available under the Settlement) would result in a total value of \$63,625,680 for the future expense reimbursement portion of the Settlement (*i.e.*, \$760 X 83,718 vehicles). This represents a reasonable estimate of the cost for class members to purchase the VTi extended warranty coverage made available through the Settlement, but it does not include the additional value of class relief involving reimbursement for past expenses or trade-in losses.

20. Even if this very conservative estimate were overstated by as much as fifteen percent and the actual value of the extended warranty coverage under the Settlement were only \$660 per class vehicle sold, the value of this portion of the settlement relief alone still would be \$55,253,880 (*i.e.*, 83,718 vehicles times \$660). This falls within the range estimated by actuarial expert Mark Johnson. *Exs. KK and LL.*

Attorneys' Fees and Expenses

21. I was first admitted to practice law in 1997, and I am admitted to practice in Missouri, Illinois, and various federal courts. Prior to joining The Lakin Law Firm, P.C. in January of 2007, I was employed in-house in the Legal Department of Charter Communications ("Charter") as Director of Litigation. Charter was a Fortune 500 company with over \$5 billion in annual revenues and operations in more than thirty (30) states. As Director of Litigation, I was responsible for supervising and overseeing hundreds of active litigation cases pending throughout the United States, and I was consulted for my advice on a wide variety of legal issues, including pending class action cases. I also was responsible for reviewing and approving

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or rejecting the legal bills of outside counsel located throughout the country, including outside counsel at both large and small firms in the State of California. As a result of this experience, I have familiarity with attorney billing rates that are common in a variety of geographic areas.

22. Prior to becoming Director of Litigation at Charter Communications in 2005, I was employed as an attorney at Sonnenschein Nath & Rosenthal LLP, primarily representing corporate defendants in product liability, commercial, and complex civil litigation. My standard hourly billing rate that was charged to clients on a monthly, non-contingent basis at Sonnenschein in 2005 was either \$[REDACTED] or \$[REDACTED]. My hourly rate at Sonnenschein did not reflect the risk of handling a case—in other words, clients paid that hourly rate regardless of the outcome of the case. It also did not reflect the experience later acquired as an in-house attorney and as a plaintiffs' attorney focusing on class action matters.

23. Prior to joining Sonnenschein in 2002, I was employed as an attorney at Thompson Coburn LLP, the largest law firm in St. Louis, Missouri, where my practice likewise was devoted primarily to representing large corporate defendants in product liability, commercial, and complex civil litigation.

24. Based on my experience in private practice and as an in-house attorney responsible for reviewing the bills of other lawyers, I believe that the hourly rates, the time expended, and the fees and costs incurred by Class Counsel in connection with the representation of Plaintiffs and the Class are fair and reasonable, and \$4.425 million is fair and reasonable as fees and costs on this matter.

25. I also believe, based on my experience, that the relief provided under the Settlement is fair, reasonable, and adequate and is in the best interests of the Class.

Case 2:07-cv-02142-WBS-GGH · Document 67-43 Filed 02/27/2009 Page 9 of 9

I declare under the penalties of perjury under the laws of the United States of America
that the foregoing is true and correct.

Executed on February 27, 2009.


Mark L. Brown

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8 Attorneys for Plaintiffs

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA

12 KELLY CASTILLO, NICHOLE BROWN,
13 BRENDA ALEXIS DIGIANDOMENICO,
VALERIE EVANS, BARBARA
14 GLISSON, STANLEY OZAROWSKI, and
15 DONNA SANTI, *Individually and on
behalf of all others similarly situated,*

16 Plaintiffs,

17 v.

18 GENERAL MOTORS CORPORATION,

19 Defendants.
20

Case No.: 2:07-CV-02142 WBS-GGH

DECLARATION OF C. BROOKS
CUTTER IN SUPPORT OF
APPLICATION OF CLASS COUNSEL
FOR AN AWARD OF ATTORNEYS'
FEES AND EXPENSES

21 I, C. Brooks Cutter, declare:

22 1. I am a partner in the firm of Kershaw, Cutter & Ratinoff, LLP. I am submitting
23 this Declaration in support of my firm's application for an award of attorneys' fees and expenses
24 in connection with services rendered in this action. In brief, I graduated from Stanford Law
25 School in 1985, then clerked for James R. Browning, the Chief Judge of the U.S. Court of
26 Appeals for the Ninth Circuit. For over 20 years, I have been practicing in the area of complex
27 litigation. Attached hereto as Exhibit A is my C.V.
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2. This firm is co-class counsel in this litigation against General Motors Corporation. During the course of the litigation, the firm incurred costs of \$2,964. My firm made its usual and customary charges for expenses it paid or incurred in this litigation and added no surcharge to any expense.

3. My firm and I have participated in all phases of this litigation. This work included drafting and review of pleadings, motions and discovery, participating in related conferences with co-counsel and opposing counsel, participating in the mediation of this case, the preliminary approval hearing, and preparing and reviewing settlement documents. Virtually all of the work performed by my firm was done by me personally, or by Marilyn Thompson, a Senior Paralegal with over 30 years experience, including having been personally appointed as a claims administrator in class action cases.

4. All time and expenses were recorded contemporaneously in the records of the firm.

5. Set forth below is a chart summarizing the time expended and hourly rates for my firm. While virtually all of this firm's work is performed on a contingent basis, the rates set forth here have been approved and utilized as a lodestar basis for other courts considering the firm's fee applications. Moreover, the hourly rates are consistent with what similarly skilled and experienced counsel command in Northern California. The lodestar incurred by my office for this case is \$73,537.50.

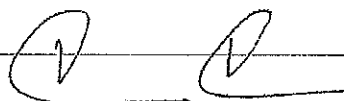
Name	Hourly Rate	Hours	Total
C. Brooks Cutter	\$ 600	121.25	\$ 72,750.00
Marilyn Thompson	\$ 175	4.50	\$ 787.50
Total			\$ 73,537.50

6. Assuming final approval is granted, this firm will continue to participate in work on behalf of the class, including assisting with the claims, notice, and distribution program and responding to inquiries from the class without further compensation beyond the award sought at the Final Approval Hearing.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 26, 2009.



C. BROOKS CUTTER

EXHIBIT A

Exhibit QQ

Case 2:07-cv-02142-WBS-GGH Document 67-44 Filed 02/27/2009 Page 5 of 6

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KERSHAW | CUTTER & RATINOFF | LLP

C. BROOKS CUTTER

Mr. Cutter is a partner dedicated to representing plaintiffs in personal injury, consumer, products liability and class action matters.

PRIOR PROFESSIONAL EXPERIENCE

- *Law Clerk, Chief Judge James R. Browning, U.S. Court of Appeals for the Ninth Circuit (1985-1986)*
- *Latham & Watkins (1986 - 1990)*
- *Friedman, Collard, Cutter & Panneton (1990 - 2002)*

Representative Cases

Mass tort and class action matters include:

- In re: Medtronic Sprint Fidelis Leads Litigation – Member of the Plaintiffs' Steering Committee appointed by Judge Kyle, in MDL pending in St. Paul, Minnesota.
- In re: Guidant Corp. Implantable Defibrillators Products Liability Litigation – Member of the Plaintiffs' Steering Committee and designated co-trial counsel for bellwether trials. Settlement reached shortly before trial pending before Judge Frank.
- *Vanderpool v. Allstate* – Co-lead counsel in statewide class action in Sacramento Superior Court relating to overcharges to auto policyholders. Case resolved by Allstate agreeing to pay full refund plus interest to affected policyholders.
- *Stickles, et al. v. Ford Motor Credit Corporation* – Lead Counsel in nationwide class action against Ford Motor Credit Corporation regarding late fees. Resolved on eve of trial with FMCC agreeing to return up to \$80 million to lessees.
- *Cornn v. UPS* – Filed and assisted with prosecution of wage and hour class action against UPS, which resolved by UPS agreeing to pay over \$87 million to settle the action.
- In re: Vicryl Sutures – Co-Counsel in nationwide case against Johnson & Johnson for contaminated sutures. Tried to a final conclusion in confidential proceeding.
- *Ette* – Pro Bono representation of family of Sadie Ette before U.S. Victim's Compensation Fund arising from Ms. Ette's death at the World Trade Center on September 11, 2001.
- In re: Telectronics - Special Counsel to the Plaintiffs' Steering Committee – Assisted in prosecution and settlement of a nationwide class settlement on behalf of people implanted with defective Telectronics pacemakers.

- Tyler v. Wickland – Lead counsel in shareholder suit for breach of fiduciary duty against the President and Directors of a local bank.
- In re: Vierra - Co-Class Counsel in matter brought and resolved on behalf of thousands of families affected by mishandling of cremated remains.
- In re: Sulzer – Member of the Plaintiff's Steering Committee and Co-Chair of the Hip Committee in nationwide class action and settlement in federal court in Ohio on behalf of people implanted with defective Sulzer hip components.
- America Online "SOSA" Litigation - (CD Cal.) Co-lead Counsel in nationally coordinated consumer class actions involving double billing of AOL customers through "spin off sub-accounts" in U.S. D.C. Central District of California. Case resolved through nationwide settlement in conjunction with Illinois state court proceeding.
- Multiple individual settlements and verdicts on behalf of injured people. Examples include \$3 million on behalf of farm worker injured by contact with a power line; \$1.2 million for a person with serious back injuries following a low speed collision; \$1.4 million for survivors of a woman who died as a result of a seizure while in the hospital.

ACADEMIC BACKGROUND

B.A. U.C. Berkeley 1980
M. Phil. Cambridge University 1982
J.D. Stanford Law School 1985

PROFESSIONAL ACTIVITIES, AFFILIATIONS, & ACCOMPLISHMENTS

- Judge Pro Tem, Sacramento County Superior Court; El Dorado County Superior Court
- Past President of Sacramento Consumer Attorneys and past member of Board of Governors Consumer Attorneys of California
- Trial Lawyers College – Faculty Member – 1999 to present
- Stanford Trial Advocacy Program – Faculty 2002 to present
- Rotary Club of Sacramento; past Chairman Orthopedically Challenged Children's Committee; Community Service Committee
- 2007 Advocate of the Year, Capitol City Trial Lawyers Association
- Finalist, 2005 Consumer Attorney of the Year, Consumer Attorneys of California
- Presidential Award of Merit, 2005, Consumer Attorneys of California
- Northern California Super Lawyer, 2005 to present
- Martindale-Hubbell AV rated

PERSONAL

Married; three children

CONTACT

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EXHIBIT L
Part 6

08-09-02 Castillo.txt

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

---o0o---

BEFORE THE HONORABLE WILLIAM B. SHUBB, JUDGE

---o0o---

KELLY CASTILLO, et al.,

Plaintiffs,

vs.

No. Civ. S-07-2142

GENERAL MOTORS CORPORATION,

Defendants.

---o0o---

REPORTER'S TRANSCRIPT OF PROCEEDINGS

LAW AND MOTION

MONDAY, SEPTEMBER 2, 2008

---o0o---

Reported by: KATHY L. SWINHART, CSR #10150

KATHY L. SWINHART, OFFICIAL COURT REPORTER, USDC -- (916) 446-1347

08-09-02 Castillo.txt
APPEARANCES

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For the Plaintiffs:

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BY: C. BROOKS CUTTER

and

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BY: MARK L. BROWN
and ROBERT W. SCHMIEDER

For the Defendant:

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Torrance, California 90503
BY: GREGORY R. OXFORD

KATHY L. SWINHART, OFFICIAL COURT REPORTER, USDC -- (916) 446-1347

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SACRAMENTO, CALIFORNIA
MONDAY, SEPTEMBER 2, 2008, 2:10 P.M.
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4 THE CLERK: Item 10, Civil S-07-2142, Kelly Castillo,
5 et al., versus General Motors Corporation. Counsel, please
6 state your appearances.

7 MR. CUTTER: Brooks Cutter, Kershaw, Cutter &
8 Ratinoff, for plaintiff Castillo.

9 MR. BROWN: Mark Brown of the Lakin Law Firm on behalf
10 of plaintiffs.

11 THE COURT: So one of you represents Castillo and the
12 other one represents one of the other plaintiffs?

13 MR. CUTTER: We're co-counsel, Your Honor.

14 THE COURT: Co-counsel. All right.

15 MR. SCHMIEDER: Rob Schmieder of the Lakin Law Firm on
16 behalf of plaintiffs.

17 THE COURT: Okay.

18 MR. OXFORD: Greg Oxford for General Motors
19 Corporation, Your Honor.

20 THE COURT: Who's going to speak on behalf of the
21 plaintiffs?

22 MR. SCHMIEDER: I am, Rob Schmieder, Your Honor.

23 THE COURT: All right. Mr. Schmieder,

24 I've been over your papers, and I see several
25 problems. One of the options that the Court has is to give
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1 preliminary approval and then let you come back with the
2 details and make my determination at that time as to whether
3 to approve the settlement without specifically approving any
4 aspect of it at this time. But even if I am to do that, I
5 think there are some things that I ought to point out to you

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6 that trouble the Court and that ought to trouble you so that
7 you can be thinking about them.

8 ~~To begin with, there was a motion to dismiss which the~~
9 Court had under consideration and came close to being required
10 to decide before you submitted your class action settlement,
11 and so I have some opinions about the potential merits of the
12 various claims in the lawsuit.

13 There was a serious question as to whether the
14 plaintiffs were entitled to recover on their various claims,
15 specifically the breach of express warranty claim and the
16 unjust enrichment claim as examples. And I noted that you
17 were dealing with different state laws. And one of the things
18 you don't talk about or at least don't talk about very much in
19 your request for the Court to approve this settlement is the
20 differences in the claims that the parties would have
21 depending on where they purchased the vehicle, where they
22 live, conflict of laws questions as to which state law
23 applies.

24 And then originally you asked only to file your claims
25 on behalf of similar parties situated in the states of

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1 California, Florida, Georgia, Illinois, Massachusetts,
2 Michigan, Missouri, New Jersey, New York, North Carolina,
3 Ohio, Oklahoma, and Virginia. That's only 13 states. Now
4 you've amended it to include every state in the union, and I'm
5 wondering why. So those are some of the questions that I have
6 first on whether these claims are really that similar based
7 upon different states.

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8 The next question that comes to my mind is whether
9 these claims are similar based upon the kinds of damage. I
10 recognize that you could have a class action where the damages
11 are different with respect to the various class members, but
12 here I have some concerns as to whether they're even the same
13 kind of damages.

14 Specifically looking at your class representatives
15 just as a representative sampling of the kinds of damages that
16 you're talking about, you have -- I'm trying to remember her
17 name -- Nichole Brown. Her vehicle reached 78,000 miles, and
18 she had an independent mechanic replace it for \$4,000. So
19 that's the kind of damage she has.

20 Your next named plaintiff is Brenda Digiandomenico in
21 Virginia. The first one was in Georgia. Her car reached
22 52,000 miles, but it was replaced under warranty, so that's
23 different. And then when it reached 116,000 miles, it was
24 replaced for \$1,900. So it's just less than half of what it
25 cost the other one, we don't know why, and you've got the

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1 intervening occurrence that it was replaced within the
2 warranty. And you start to get up to the number of miles that
3 most people don't even expect to own a car anyway.

4 Your third plaintiff is Valerie Evans, she's in
5 Missouri. Her car got up to 83,000 miles, and the only thing
6 she was charged was the towing cost. So apparently that one
7 was under warranty, and there's no cost to replace the
8 transmission claimed of.

9 Your next plaintiff is Barbara Glisson. There were
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10 two incidents when her transmission failed at 33,000 and
11 68,000 miles, it was replaced under warranty both those times,
12 ~~and then when it reached 107,000 miles, it was replaced for~~
13 \$5,500.

14 Excuse me. It wasn't replaced. She elected not to
15 repair or replace it, so there's a different situation. It
16 wasn't replaced, so we have to look to maybe the reasonable
17 value to replace it or some other measure of her damages.

18 Your next plaintiff is Sarah Ozarkowski. Her vehicle
19 reached 83,000 miles, and it was replaced for a cost of
20 \$1,200.

21 And then finally you have Donna Santi. Her vehicle
22 reached 102,000 miles, which is a lot, but the cost to replace
23 it was only \$377.26.

24 Now, these are just your named plaintiffs. There's no
25 discussion about all those people who may have traded in their

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1 vehicles before they reached 100,000 miles, which I would
2 venture to guess is a very common occurrence. And how you fix
3 their damages, you've suggested something about the loss of
4 value in selling their car, and I don't know how you're going
5 to prove in each individual case how much less they got for
6 their car because somebody may have perceived that it had
7 transmission problems or not perceived that it had
8 transmission problems. And then dealing with who owns this
9 car now, whether you're going to give damages to the person
10 who bought it in the meantime if nothing happened to the
11 transmission before the first owner sold it.

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12 You know, I look at this as a real headache to
13 administer, and I see that as a real problem with certifying
14 the class. And at first, after we get into those -- after we
15 get past those problems of typicality and commonality, I see
16 problems with numerosity. You have suggested that there are
17 90,000 plus members of this class, but you haven't suggested
18 how many actually have problems one way or the other with
19 these transmissions.

20 It's like saying -- I was talking to my law clerk
21 about this on the way in -- somebody was the victim of some
22 kind of malpractice, and you say, well, they all have in
23 common that they died. Well, they're all going to die, but
24 proving whether they died as a result of the malpractice is
25 another issue.

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1 And I don't have any doubt that all these cars were
2 sold and maybe even the transmissions went out, but you may
3 have a problem of proving whether the transmission went out
4 because of this defect or for some other reason. A lot of
5 transmissions go out in that period of time anyway whether
6 there's a defect or not. And I don't see any showing in here
7 as to how many class members you actually have who were
8 damaged as a result of these transmissions.

9 Now, you've suggested that you're going to administer
10 this by either having GM or somebody at GM's behest receive
11 all the claims and then adjust them I gather pretty much like
12 a claims adjuster would do. But if there are, in fact, as
13 many class members as you suggest, I don't know who is going

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14 to administer 90,000 claims, because there are just as many
15 differences in each of those claims as there would be
16 claimants as far as I can tell. You're going to have to
17 individually adjust every one of these claims if you're going
18 to do it fairly and correctly, avoid people coming in and
19 abusing the class action process on the one hand, but making
20 sure that they're fairly compensated on the other hand.

21 And I don't know whether you're going to get a
22 thousand people that are each going to adjust 90 claims or
23 whether you're going to get 90 people that are each going to
24 adjust a thousand claims, but 90 claims -- I had a case in
25 here where it was a bad faith insurance case, and the claims

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1 adjuster in that case had less than 90 files, I think she was
2 trying to adjust something like 20, and their testimony was
3 that she just had so many claims to adjust that she couldn't
4 get to them, and that was the reason why they never settled
5 the plaintiff's claim. So I don't know how you're going to
6 administer this settlement if it's approved.

7 Now, finally -- and this may not be finally, but it's
8 the final thing that comes to my mind at the moment -- I don't
9 know how you get to four million dollars in attorneys' fees.
10 You're suggesting that it's a percentage of the total. Well,
11 as I've told you already, I don't know what the total is, and
12 I don't think I'll have any way of knowing that until the
13 claims come in and we see what happens. But I don't know
14 what's been done on this case so far. If we get to that
15 point, I'll probably ask you for your time sheets and let you

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16 explain how many hours you've put in on the case and how much
17 you want per hour to do it.

18 As I said, with all those concerns, I can probably go
19 ahead and give you provisional certification and wait and see
20 what comes in after you've proceeded further.

21 MR. SCHMIEDER: Would the Court like me to --

22 THE COURT: Sure, I'll hear whatever you have to say.

23 MR. SCHMIEDER: Okay.

24 Good afternoon, Your Honor. I would like to address
25 just a few of the points that the Court raised.

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1 The settlement provides a rather simple basis for
2 evaluating the claims of the various class members. There are
3 90,305 class vehicles out there. We're not suggesting that
4 all of them have failed, but we know a significant portion of
5 them have failed. In my affidavit attached to the motion for
6 preliminary approval, I apprised the Court that we have spoken
7 with over 250 class members who have had transmission failures
8 during this time, so I think the Court's concern about
9 numerosity, I think we've already established that.

10 And actually since we have posted a --

11 THE COURT: I don't know whether you have or not. The
12 fact of 250 transmission failures doesn't get you past the
13 question of causation. I don't know if you called -- first of
14 all, I don't know how many you called. But if you start
15 calling everybody that bought any type of vehicle and you
16 included those that had gone the number of miles that the
17 various plaintiffs have gone in this case, I don't know

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18 whether you'd find more or less than 250 people that had
19 transmission failures.

20 MR. SCHMIEDER: Well, they -- these are all people

21 that have contacted us, and we've spoken with them, and
22 ~~actually since then I believe the number is now 351. Just~~
23 within the last month, we've received phone calls or E-mails
24 from another seventy -- approximately 70 class members who
25 owned a Saturn vehicle with this continuously variable

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1 transmission, the VTI transmission.

2 The settlement does not distinguish -- unlike other
3 settlements involving auto manufacturers and defects with
4 regard to various products, this is not a settlement that
5 distinguishes the type of transmission failure from an
6 administrative standpoint, so there's not going to be any
7 causation issue.

8 The issue is simple. If they have a transmission
9 problem, they're covered under the settlement as long as
10 they're within the parameters, the mileage parameters.

11 THE COURT: Okay. What are the mileage parameters?

12 MR. SCHMIEDER: The mileage parameter is 125,000
13 miles, the outer limit.

14 THE COURT: Okay. But even before you brought this
15 action, my recollection is that GM extended the warranty. It
16 was 36,000 miles or three years, and they extended it to five
17 years or 75,000 miles. So all you're doing is extending it
18 from 75,000 miles to 120,000 miles.

19 MR. SCHMIEDER: A hundred twenty-five, yes, Your
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20 Honor.

21 THE COURT: 125,000 miles, that's all you're doing.

22 MR. SCHMIEDER: Well, that's not all we're doing.

23 what we're doing is the settlement provides relief in two

24 different ways, people who have experienced past problems and

25 people who will experience future problems.

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1 For people who already expended money or lost money,
2 it provides relief in a couple different ways. It covers
3 transmission repair, replacement, inspection, towing and car
4 rental expenses up through the 125,000 miles to varying
5 degrees depending upon -- there's a 100,000 break point, which
6 we established during the discovery that that's the standard
7 by which GM set based upon its survey of consumer expectations
8 that its consumers expect the transmissions to last 100,000
9 miles under severe customer usage. So then during
10 negotiations we pushed that up to 125,000 with some reduced
11 amount of reimbursement for that claim.

12 So it takes care of anybody who is currently out of
13 pocket who has ever owned one of these vehicles for any
14 transmission-related problem. It gives them a percentage of,
15 if not a hundred percent -- if they purchased it new and it
16 failed before 100,000 miles, it gives them a great deal of
17 reimbursement for that failure up to that point in time.

18 THE COURT: Well, but if it was within the warranty
19 period, that's de minimus, right?

20 MR. SCHMIEDER: That's true.

21 THE COURT: So it's only going to make a difference to
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22 those people that have the problem between the time when their
23 warranty expired, which might be 75,000 miles if it was after
24 the date that they extended the warranty, and the time that it
25 reaches 125,000 miles.

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1 MR. SCHMIEDER: Theoretically that's true, but our
2 experience with talking with all these Saturn owners is that's
3 not the way the warranty was handled out in the field. I'm
4 not saying that that's GM's fault, but the dealers certainly
5 didn't either provide the information about the extension of
6 the warranty that we definitely have class members who under
7 75,000 miles were charged money out of pocket for transmission
8 failures.

9 THE COURT: Well, but are you telling me that GM
10 wouldn't voluntarily pay those people since they were under
11 warranty anyway?

12 MR. SCHMIEDER: They haven't to date, Your Honor.

13 THE COURT: Maybe because they didn't go back to GM
14 and tell them, I don't know.

15 MR. SCHMIEDER: Well, in certain circumstances I
16 believe that's the case, but in other circumstances I know we
17 have documentation where people continued to go back to their
18 dealers and try to get coverage.

19 Now, in other circumstances --

20 THE COURT: Well, okay. But you're telling me that GM
21 had a warranty, and they ignored the warranty, and they
22 continued to ignore the warranty, and they won't pay on the
23 warranty. Well, if we enter into a settlement, there's

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24 nothing I can do about that anyway. I could extend it to
25 125,000 miles and, if they still decide not to honor the

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1 warranty, there's nothing more I could do about it. I guess I
2 could hold them in contempt.

3 MR. SCHMIEDER: Absolutely.

4 THE COURT: Okay. But that's --

5 MR. SCHMIEDER: Judge, and we'll be -- I mean, that's
6 the whole point of -- we're going to be monitoring the
7 settlement for an extended period of time to make sure that
8 they're honoring this. We're going to be handling calls from
9 class members up through the year 2012 to make sure that all
10 of these claims are being paid.

11 Now, what -- but what it does is -- the court talked
12 about the headache of administration. The administration is
13 going to be very simple. Anybody with a claim or a past claim
14 is going to submit a claim form, attach their receipts with
15 their -- what they paid out of pocket. So there will be a
16 repair estimate or repair bill from the Saturn dealer, car
17 rental receipt, and GM has agreed to pay those at the
18 reimbursement levels on the charts A and B that we submitted
19 as part of the settlement.

20 For future claims, the process will be the same. Of
21 course, they don't have that yet --

22 THE COURT: What are you going to -- I don't know the
23 statistics on the people that sell their cars before they get
24 to 125,000 miles, but I think I'm one of the few that don't do
25 that. What are you going to do with the people that probably

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1 constitute the majority of the purchasers who sold their
2 vehicle before it had any problems to somebody else?

3 MR. SCHMIEDER: They weren't damaged, Your Honor.

4 THE COURT: That's right.

5 MR. SCHMIEDER: So they weren't damaged, so they
6 receive no benefit under the class.

7 THE COURT: All right.

8 MR. SCHMIEDER: So they're not harmed -- they're not
9 benefiting nor are they harmed by the settlement.

10 THE COURT: So are you going to send out notices to
11 the people that bought them used?

12 MR. SCHMIEDER: Absolutely. They are part of the
13 class.

14 THE COURT: Okay. How do you send out -- how do you
15 know who bought the car used?

16 MR. SCHMIEDER: What we've done is agreed to use the
17 Polk Company. The Polk Company will take the vehicle
18 identification number, the VIN numbers, go to each of the
19 states -- actually they have a rolling database where they
20 have arrangements with the states to collect this information.
21 From that we will be able to identify all the owners, the
22 current owners and the past owners on the title of the
23 vehicles on these Saturn -- on these specific Saturn model
24 year vehicles with VTI transmission. From that list, we will
25 then run it through the national change of address database,

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1 and from there -- to update any changes of addresses, and
2 we'll send direct first class mail notice to every single
3 member.

4 THE COURT: All right. That's good. But I thought I
5 remembered somewhere in your papers that you said that you
6 were going to try to indemnify people for the diminution in
7 value of their vehicles.

8 MR. SCHMIEDER: In -- we had an allegation in our
9 complaint, and we still do actually, that these vehicles did
10 suffer based upon our information I believe at the time from a
11 diminution in value. We did not request that in our prayer
12 for relief because we wanted to conduct more information --
13 more investigation at the time.

14 What this settlement does, though, is for anybody who
15 had a transmission failure, who -- because we have a number of
16 people that have contacted us, who elected instead of
17 spending -- we've had estimates up to four, five, sometimes up
18 to \$8,000 to repair this transmission. Instead of spending
19 that money, they then traded in their vehicle at a
20 dramatically reduced price. What GM has agreed to do under
21 the settlement is to reimburse those people for the loss they
22 sustained.

23 How we will calculate that loss is they will submit
24 the repair estimate that they had at the time of repair. We
25 will then use that repair estimate as the basis for the loss

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1 and, depending upon the odometer readings and whether they're
2 a new or used purchaser, they will receive the applicable
3 reimbursement rate under chart A. I'm sorry, chart B.

4 So that's how we'll do it. So every --

5 THE COURT: Only if they actually had the transmission
6 fail and went in and got an estimate would they be allowed to
7 be compensated for any decrease in value; is that --

8 MR. SCHMIEDER: That's absolutely true.

9 THE COURT: Okay.

10 MR. SCHMIEDER: Because again -- I'm sorry.

11 THE COURT: I just want to make sure.

12 MR. SCHMIEDER: No, that's absolutely true. Because
13 if it didn't fail, there was no harm. And so this isn't --
14 this class action is tailored to those people who have had --
15 who have had failures in the past and have paid out of pocket
16 to recover that money. And then going forward to give them
17 the assurance that they will have coverage, GM doesn't want to
18 call it an extended warranty, I don't know what we can call
19 it, but they have coverage for -- to reimburse them for
20 expenses relating to transmission problems going forward for
21 the durational and mileage limitations in chart A and chart B
22 of the settlement.

23 THE COURT: All right.

24 MR. SCHMIEDER: I believe -- I think I've answered all
25 of them. I know the Court raised some state law variation

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1 issues. I feel comfortable that we'll be able to address

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2 those in our final papers, but I can assure the Court that we
3 have done the research. And especially when a court is
4 considering the settlement class, the issue is for that
5 settlement class in the context of administering the benefits
6 under the settlement, does predominance exist? Are there any
7 variations in state law or other issues that may -- a court
8 may confront on certification? But when dealing with a
9 settlement class, the real issue is, within the class are
10 there any interstate -- or I'm sorry -- intra-class conflicts?

11 THE COURT: Well, I take it what you're telling the
12 Court is you're going to settle this case as if it's strict
13 liability without necessarily any theory to hook onto. You're
14 not going to have to look to the warranty law of Alaska or
15 something else. You're just going to say if the transmission
16 failed in any way, we're going to assume that there's
17 liability, and we are not going to be troubled with what law
18 it might have violated.

19 MR. SCHMIEDER: Well, no. What we did is we did an
20 extensive analysis, and our breach of warranty claims were
21 premised on 2-302 and section 2-719 of the Uniform Commercial
22 Code. Those laws, I believe all except for the state of
23 Louisiana, are absolutely the same, it's the Uniform
24 Commercial Code.

25 And based upon those laws, we are trying to strike the

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1 durational limits and/or the mileage limitations as
2 unconscionable under the UCC. We -- because they are the same
3 throughout, we believe -- and Louisiana, although I don't

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4 believe it's adopted the UCC, I believe there is common law
5 that addresses the same issue. I don't have that in front of
6 me. But what it does is we have a uniform structure

7 requesting relief for the whole class, the class affected by
8 the same transmission. There's a common nucleus here, Your
9 Honor, of issues relating to this VTI transmission that binds
10 the class together. There's a remedy that's uniform across
11 the country, and the remedy is striking those durational
12 limits. And as the Court just recognized a few minutes ago,
13 that's exactly what we did, we extended the warranty.

14 THE COURT: Well, I didn't think much of your argument
15 when I was considering the motion to dismiss, but you're
16 telling me that it doesn't make that much difference whether
17 your cause of action is really valid or not. You're willing
18 to settle it as if there's liability whether it's express
19 liability -- I mean, express warranty, implied warranty, state
20 law fraud claims, whatever. You're willing just to settle it
21 as if it's strict liability.

22 MR. SCHMIEDER: Well, I think that proves the
23 remarkable nature of the settlement that we've been able to
24 achieve on behalf of the class. If the Court doesn't believe
25 that some of the claims that we had were -- had much weight,

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1 that only goes further -- to further support approval of this
2 settlement.

3 Because the touchstone of -- when a court considers
4 whether a settlement is fair, adequate and reasonable, the
5 touchstone that courts always go back to is what did the

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6 plaintiffs request and did the settlement respond to that
7 request? We requested a striking of the durational limits, we
8 requested reimbursement for failures, and the settlement does
9 both of those things.

10 Even if the Court doesn't believe that we should
11 prevail on the merits -- and I understand the Court's not
12 saying we shouldn't, but what I'm saying is even if the Court
13 believes that, that only goes to further support the
14 remarkable nature of the relief that we're getting for the
15 class.

16 THE COURT: That's not my point here. My point is I
17 just want to make sure you're telling me that differences in
18 state law don't make any difference. The merits of your
19 claims are not the basis to settle. You're settling as if
20 there's strict liability regardless of what the state law is.

21 MR. SCHMIEDER: I -- the settlement obtained the
22 result as if it's strict liability, but we did not ignore
23 state law when reaching that settlement. And I believe that
24 there are no material differences especially with the breach
25 of warranty claims under the UCC that are material. I mean,

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1 the issue is are there any material outcome determinative
2 differences? I don't believe there are any, Your Honor. So I
3 believe in that framework we've done exactly what we set out
4 to do.

5 THE COURT: All right.

6 MR. SCHMIEDER: Unless the Court has any other
7 questions.

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8 THE COURT: No, I think I've said essentially what's
9 on my mind.

10 MR. SCHMIEDER: Thank you.

11 THE COURT: Yes, Mr. Oxford, did you want to add
12 anything?

13 MR. OXFORD: Just briefly, Your Honor.

14 The question I sort of hear the Court asking is why
15 did you settle this case? And the answer to --

16 THE COURT: Well, I just asked that almost --

17 MR. OXFORD: Rhetorically.

18 THE COURT: -- rhetorically and peripherally, because
19 the real question I have in my mind is how is this thing going
20 to be administered?

21 MR. OXFORD: Right. And I'm just here to say that
22 we're here because this is a product that didn't perform as
23 well as we would have liked. And so we were willing -- and no
24 one is more familiar with the legal defenses and the
25 differences in state law than I am. I wrote that motion to

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1 dismiss that unfortunately troubled Your Honor.

2 But our position is we agreed to the settlement with
3 the basis that we would assume liability in all the different
4 states notwithstanding the state law differences. We wanted
5 to make this right with our customers and do the right thing.
6 It would be an enormous -- present an enormous difficulty to
7 settle the case in some states and not in other case -- in
8 other states, rather.

9 For example, Nevada was not an original state. So we

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10 tell someone in South Lake Tahoe we're going to give you
11 the -- whatever it cost to repair your transmission, and the
12 person across the line in Reno, Nevada, we say sorry, you
13 know, tough luck. I mean, we can't do that, Your Honor. It
14 isn't fair.

15 So we basically agreed to the settlement in order to
16 do rough justice. The settlement can be administered
17 basically by giving people what it is that they paid to have
18 the transmission fixed.

19 Now, there were field actions by the Saturn
20 organization where -- in the case of these people who got
21 their transmissions repaired for \$300. It wasn't \$300, it
22 cost a lot more than that. It's just GM in individual cases
23 or Saturn organization in individual cases agreed to absorb a
24 significant amount of those expenses in the interest of
25 customer satisfaction, the same interest really, Your Honor,

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1 that motivate our willingness to enter into the settlement.

2 THE COURT: Well, what motivated your willingness to
3 pay four million dollars to the plaintiffs' attorneys?

4 MR. OXFORD: Umm, well, we agreed in the settlement
5 agreement to pay the plaintiffs' attorneys the fees and
6 expenses that were awarded by the Court up to an upper limit
7 of 4.3 million dollars. I don't believe that we're entitled
8 to agree to pay the plaintiffs any specific amount absent
9 court approval.

10 THE COURT: Well, you're not. You can't do anything
11 absent court approval on a settlement in a class action --

08-09-02 Castillo.txt
12 MR. OXFORD: That's right, Your Honor.
13 THE COURT: -- so that just goes without saying that
14 the Court has to approve it. But that's what you're
15 volunteering to pay, and I just asked a simple question. What
16 motivated you to agree to pay that much?

17 MR. OXFORD: We wanted to get this settlement, avoid
18 litigation, and make our customers happy.

19 THE COURT: Whenever I get a notice of a class action
20 where I'm a member, and it happens more than I would have
21 thought, I'm always struck by how much the court agrees to pay
22 the plaintiffs' attorneys. And that often makes me a little
23 unhappy because if I was a -- I mean, I remember one I got, it
24 was on some car that I bought, and the fee there was four
25 million dollars. Judge Patel had approved the settlement.

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22

1 Probably one of Mr. Cutter's cases, I don't know, or Mr.
2 Kershaw's case.

3 But I looked at the settlement, and plaintiffs'
4 attorneys got four million dollars coincidentally, I remember
5 that was the fee, and what I got were some coupons for a
6 discount on different services like a lube job or set of new
7 tires or something like that. And I turned to the Sunday
8 paper, and I found the same coupons, some of them a little bit
9 better in the Sunday paper.

10 And the other thing that it said -- you could check
11 this out yourself -- it said that I would get a \$500 discount
12 on a new car at this dealer. And anybody that can't negotiate
13 a \$500 discount off the asking price of a new car doesn't

14 08-09-02 Castillo.txt
deserve to be buying a new car.

15 And so my point is that sometimes if you're trying to
16 make your customers happy agreeing to pay large attorneys'
17 fees doesn't always make them happy --

18 MR. OXFORD: Yes.

19 THE COURT: -- when they see that.

20 MR. OXFORD: I couldn't agree with what you said any
21 more, Your Honor. I would add only one thing. In this case,
22 the class members are not getting coupons, they're getting
23 real relief.

24 THE COURT: Well, yeah, but --

25 MR. OXFORD: They're getting substantial relief.

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23

1 THE COURT: Well, some are getting substantial relief,
2 and some of them are getting maybe two hundred, \$300 that they
3 paid for the towing of their car.

4 MR. OXFORD: But only because they already got
5 essentially a free transmission repair already, otherwise that
6 number would have been four thousand.

7 THE COURT: Well, I know. But the example I gave
8 you --

9 MR. OXFORD: Right.

10 THE COURT: -- it was a same thing. I didn't loose
11 anything.

12 MR. OXFORD: I don't want to evade the court's
13 question. I think --

14 THE COURT: Well, it's a rhetorical question really
15 because the correct answer is it's what they asked for, it's

08-09-02 castillo.txt
16 what you could afford to pay and you really would like to have
17 this case behind you.

18 MR. OXFORD: All of that is correct, Your Honor. I'll
19 just add one final thought, that it was a lot easier to settle
20 ~~this case than it was to settle the issue of attorneys' fees~~
21 as I believe the papers reflect.

22 THE COURT: All right. Well, I'm going to do --

23 MR. CUTTER: Your Honor, I'd just add that we were not
24 counsel in that matter before Judge Patel.

25 THE COURT: Did you know that case?

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24

1 MR. CUTTER: I am aware of it --

2 THE COURT: It was years ago. The only reason I
3 remember it is because I was the one who got notice. I'm sure
4 there are dozens of those.

5 MR. CUTTER: Well, I think it's important that this is
6 a cash settlement, Your Honor, where people are being
7 reimbursed real dollars, and the fee request is based upon a
8 conservative valuation of the benefit conferred on the class.

9 THE COURT: I'm going to do what I suggested at the
10 beginning. I'm going to give you a preliminary approval. I'm
11 going to set out some of my concerns in the written order, and
12 you can keep your notes on the concerns that I've expressed
13 here in court because you're going to have to come back to
14 court eventually for final approval, and I'm not telling you
15 whether or on what terms I might give that final approval. So
16 this is sort of a road map as to what I think you need to do
17 in order to come back and ask for final approval of this

08-09-02 Castillo.txt

18 settlement.

19 MR. OXFORD: Your Honor, from an administrative
20 standpoint, I think that what needs to be done is there needs
21 to be an actual date for a fairness hearing, which --

22 THE COURT: Yes.

23 MR. OXFORD: -- would tee off 90 days from whenever

24 Your Honor would enter the preliminary approval. And I think
25 Your Honor just said you were going to add some stuff in the

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25

1 minute order, so I don't know when that would be.

2 THE COURT: Well, what I'm suggesting, and you can
3 change this date if you want, was mid February of 2009.

4 MR. OXFORD: Okay.

5 THE COURT: Does that meet with your --

6 MR. SCHMIEDER: It does, Your Honor.

7 THE COURT: Okay. All right. Thank you.

8 MR. SCHMIEDER: Thank you, Your Honor.

9 MR. OXFORD: Thank you, Your Honor.

10 THE CLERK: Court's adjourned.

11 (Proceedings were concluded at 2:50 p.m.)

12 ---o0o---

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KATHY L. SWINHART, OFFICIAL COURT REPORTER, USDC -- (916) 446-1347

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I certify that the foregoing is a correct transcript
from the record of proceedings in the above-entitled matter.

/s/ Kathy L. Swinhart
KATHY L. SWINHART, CSR #10150

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08-09-02 castillo.txt

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OPT-OUT- No Longer Owns and Did Not Have Any Out-of-Pocket Expenses

	Name (Last, First)	State
1	Adams, Marijke	Florida
2	Agosta, Andria M.	Washington
3	Bahr, Denise L.	Iowa
4	Bayer, Elouise K.	Ohio
5	Boles, Delmar I.	Maryland
6	Borek, Joseph A.	Pennsylvania
7	Brodeur, Melba Faye	Missouri
8	Bryant, William	Kentucky
9	Burkart, Mandy	Florida
10	Burrows, Carl D.	Pennsylvania
11	Chilcote, Tracy	Iowa
12	Dagenais, Jason	Tennessee
13	Edwards, James	Ohio
14	England, Martin R.	Ohio
15	Escoffie, Perla	Texas
16	Fors, Angela	Georgia
17	Ghanayem, David	Illinois
18	Goehring, Daniel	California
19	Gowens, Judith A.	Arizona
20	Gunn, Ann R.	Virginia
21	Hardwick, Mignon D.	California
22	Harrington, Kerry	California
23	Heffner, Emily	California
24	Kelley, Nancy R.	Texas
25	Laird, Linda	Indiana
26	LoVerde, Steven L.	Pennsylvania
27	Malacarne, Doris A.	Illinois
28	Martinez, Henry	Ohio
29	Moore, Deborah	Tennessee
30	Navarro, Karen A.	Nevada
31	Nibbio, Chris and Naomi	Illinois
32	Parrott, Stacy	Tennessee
33	Peters, Kathy	Arizona
34	Robin, Bertha	Louisiana
35	Shultz, Rita D.	Florida
36	Simpson, Brian	Virginia
37	Smith, Patricia G.	Pennsylvania
38	Spawton, Kenneth D.	New York
39	Starrett, Jodi	Wisconsin

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40	Viren, Holly L.	Illinois
41	Watkins, Richard W.	Florida
42	Webber, Cynthia S.	Pennsylvania
43	Windle, Denise	Michigan

OPT- OUT- Reason Unknown

	Name (Last, First)	State
1	Allen, Melissa L.	Virginia
2	Barmby, Anne S.	California
3	Beeby, Ronald H.	Nevada
4	Card, Kristine	California
5	Gamber, Carol	Illinois
6	Garlock, Lawrence	Ohio
7	Getter, Kellie J.	Michigan
8	Harris, Benjamin J. and Dana N.	Louisiana
9	Hayward, David W.	California
10	Kryjeski, Kristin	New York
11	Kubiak, Jamie H.	Louisiana
12	Lafferty, Damie Jo	Pennsylvania
13	Leffler, Carol	Arizona
14	Nelson, Joan M.	Wisconsin
15	Perry, Hilda	North Carolina
16	Serio, Janet T.	Florida
17	State Farm Mutual Automobile Insurance Company	Illinois
18	Tesch, Lisa	Minnesota
19	Varady, Rebecca Lee	Ohio
20	Webber, Cynthia S.	Pennsylvania
21	Williams, Brent	Louisiana
22	Zammit, Amanda	California

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OPT-OUT- Verbal or Post-Deadline

	Name (Last, First)	State
1	Bucher-Kellogg Jennifer	Maryland
2	Findlay, Mary	
3	Hart, Heather	Colorado

AA Protection Plan

GENERAL INFORMATION

Policyholder: [redacted]

Policy Number: [redacted]

Effective Date: [redacted]

Coverage Choices

From our experience, we have found that the most common and effective way to protect your assets is through a comprehensive insurance plan that covers your personal and professional liability. Our plan provides you with the following coverage options:

- Personal Liability: [redacted]
- Professional Liability: [redacted]
- General Liability: [redacted]
- Commercial Auto: [redacted]

Coverage Choices

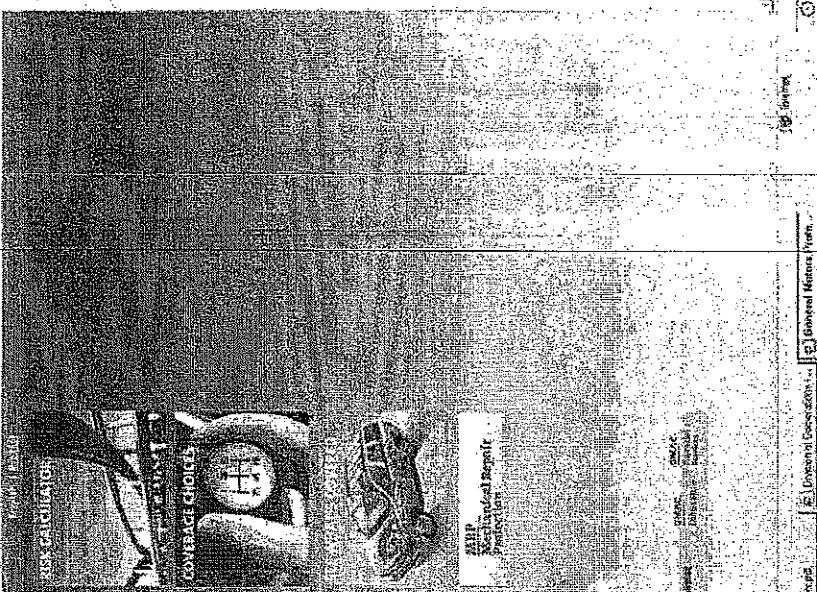
Personal Liability: [redacted]

Professional Liability: [redacted]

General Liability: [redacted]

Commercial Auto: [redacted]

AAHP
Structural Repair
 Protection



This document is a scanned page from a legal case. It features a navigation bar at the top with various icons and text. The main body of the page contains a document titled "AA Protection Plan" which includes sections for general information, coverage choices, and a table of policy details. There is a large, dark, rectangular area in the center of the page, possibly representing redacted information or a placeholder for an image. At the bottom of the page, there is another navigation bar with icons and text.

Protection Plan

Risk Calculator
 Monthly Fee: [Select] [OK] [Cancel] [Close]
 Annual Fee: [Select] [OK] [Cancel] [Close]
 Years of Coverage: [Select] [OK] [Cancel] [Close]

Risk Assessment

Risk Level	Description	Frequency	Severity
High
Medium
Low

Risk Mitigation

- ...
- ...
- ...

Navigation: Home, About Us, Contact Us, Privacy Policy, Terms of Service, etc.

No.	View	Event	Text	Date	Time	User
1	View	Event	Text	Date	Time	User
2	View	Event	Text	Date	Time	User
3	View	Event	Text	Date	Time	User
4	View	Event	Text	Date	Time	User
5	View	Event	Text	Date	Time	User
6	View	Event	Text	Date	Time	User
7	View	Event	Text	Date	Time	User
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17	View	Event	Text	Date	Time	User
18	View	Event	Text	Date	Time	User
19	View	Event	Text	Date	Time	User
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21	View	Event	Text	Date	Time	User
22	View	Event	Text	Date	Time	User
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34	View	Event	Text	Date	Time	User
35	View	Event	Text	Date	Time	User
36	View	Event	Text	Date	Time	User
37	View	Event	Text	Date	Time	User
38	View	Event	Text	Date	Time	User
39	View	Event	Text	Date	Time	User

The screenshot shows a web browser window displaying the 'Protection Man' website. The browser's address bar shows the URL 'http://www.protectionman.com/'. The website layout includes a top navigation bar with links like 'Home', 'About Us', 'Services', 'Contact Us', and 'FAQ'. Below this is a main content area with a large image of a car and a sidebar on the right containing a list of services and contact information. The text on the page is somewhat blurry but appears to be promotional content for a security or protection service.

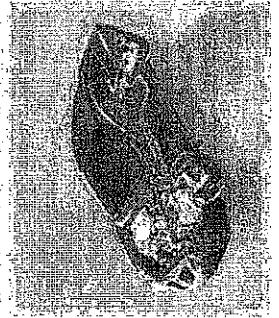
Protection Plan

7701 Department
452-A WALKER-680

ALYDIA 10016
Box 20240
Lynchburg, VA 24515
SAN WALTER DOWNING
Special Agent
Voice: 7701-2212
Fax: 7701-2213
In Charge, Security Unit
Lynchburg, VA 24515
Lynchburg, VA 24515

Select your role:
1. Security - 2212
2. Security - 2213
3. Security - 2214
4. Security - 2215
5. Security - 2216
6. Security - 2217

- See What's Covered**
- Security - 2212
 - Security - 2213
 - Security - 2214
 - Security - 2215
 - Security - 2216
 - Security - 2217



This document is intended to provide information regarding the scope of your role as a Security Unit member. It is not intended to constitute a contract or any other legally binding agreement. The actual scope of your role will be determined by the assignment manager.

Navigation and utility icons including back, forward, and search symbols.

Exhibit UU to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

Case 2:07-cv-02142-WBS-GGH Document 67-49 Filed 02/27/2009 Page 1 of 1

Exhibit VV to Be Filed Under Seal

**Pursuant to Stipulation to File Exhibits to Memorandum in
Support of Final Approval of Class Settlement Under Seal**

Pursuant to Protective Order, *Doc. 63*

EXHIBIT L
Part 7

02/20/2009 FRI 16:17 FAX 6103677409 Everything Postal

002/002

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I, Shannon Sinclair, hereby state:

I am over eighteen years of age and have personal knowledge of the facts stated herein.

I purchased my 2003 Saturn Vue used in February of 2006 from Saturn of Brunswick in North Brunswick, New Jersey.

In October of 2006, the VTI transmission failed and was replaced by Saturn of Brunswick under the extended warranty.

In August of 2008, and when the vehicle reached approximately 61,840 miles the vehicle began to act funny again. Saturn of Limerick told me that it was the way the vehicle was supposed to feel. Unsatisfied with this response, I took my 2003 Saturn Vue to Saturn of the Valley, and they stated that the transmission needed to be replaced. I called Saturn Corporate, and they agreed to replace the transmission at a cost to me of \$1,564.52. Also, I paid \$32 a day for a week on a rental vehicle while the VTI transmission on my 2003 Vue was being replaced.

On January 27, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2002 Saturn Vue and its transmission.

I feel that it is more than appropriate to have this Class Action Settlement. My experience with my 2003 Saturn Vue has been a complete nightmare. As I look back when I was buying the car and when the gentleman was trying to have me buy the extended warranty he asked me, "what if your transmission goes," that should have been a red flag.

Replacing one transmission I could have almost overlooked, but when the second one broke less than two years later I think it is pathetic. I thought I was doing a good thing buying an American made car, but this has been proved otherwise in my eyes.

I am very happy with LakinChapman LLC. Class Counsel has gotten back to me in a timely manner. I am happy to see that Class Counsel got the settlement it got, and that they are moving forward with the settlement.

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

Shannon Sinclair

Dated: 2-20, 2009

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I, Erin Sullivan, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2003 Saturn Vue used from Saturn of Springfield in Springfield, Massachusetts with approximately 6,300 miles.

3. When the vehicle reached approximately 82,000 miles, the VTi transmission failed. Best Transmissions diagnosed a transmission failure, and quoted me \$5,500 to replace the VTi transmission. Due to my current financial condition I am unable to afford the transmission replacement. My inoperable 2003 Saturn Vue has been sitting in the driveway for the last six months.

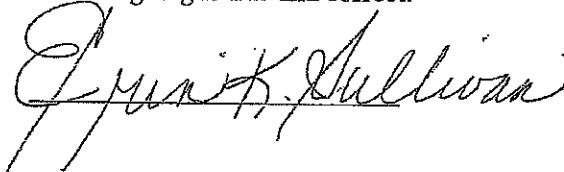
4. On January 29, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.

5. The settlement gives me the means to fix my 2003 Saturn Vue that has been sitting in my driveway the last six months as I continue to make payments. I am absolutely happy with the help that the settlement provides. When I purchased my Saturn vehicle I was really wanting to purchase a vehicle manufactured in the U.S., and I definitely feel that I was taken advantage of. I am very discouraged in purchasing another Saturn product.

6. Class Counsel did a great job getting the settlement, and was able to provide me all the information I needed. It was also very nice to speak with a real person to help me through this settlement. I am absolutely happy with the settlement.

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

Dated: 2/10/2009



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I, Bruce Willix, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2003 Saturn Vue new in 2003 from a Saturn dealership in Miami, Florida.

3. When the vehicle reached approximately 53,000 miles (still under the extended warranty), the VTi transmission failed. I paid approximately \$4,000 for a non-GM affiliated repair shop to replace the transmission, and for the vehicle to be towed.

4. On April 25, 2008, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.

5. Class Counsel notified me that my 2003 Saturn Vue was still under warranty. I then contacted GM, and was reimbursed the money I paid to replace the transmission.

6. Due to the information I received from Class Counsel I was able to get fully reimbursed for the transmission repairs. I believe that the settlement is great because not only will it reimburse people for past failures, but it puts a plan in place for future problems I may have with the VTi transmission in my 2003 Saturn Vue.

7. I fully support the whole settlement, and am thankful for the excellent service of Class Counsel.

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

Bruce Willix

Dated: 11/13, 2009

I, Bertha LoCurto, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2002 Saturn Vue used with 70,509 miles in 2008 through a private sale.

3. When the vehicle reached approximately 74,000 miles, the VTi transmission failed. The service department of Dave's Used Cars diagnosed a transmission failure. The service department of Dave's Used Cars replaced the VTi transmission at a cost to me of \$4,150.

4. On January 26, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2002 Saturn Vue and its transmission.

5. I am very disappointed in the quality and workmanship of the Saturn Vue transmission. I feel that the transmission should last longer than it did. I bought this vehicle because my husband's employer took all company vehicles away from its employees. Five to six months later I was putting \$4,150 into a rebuilt transmission. This was a lot of money for us to put out because we just bought the car six months earlier. We could really benefit from the recovery the settlement provides, and I support the recovery that the settlement provides to all others who have had and may have similar problems with the VTi transmission.

6. I am very grateful to the LakinChapman LLC law firm for standing up for the consumer. I know they put a lot of time and dedication in their efforts to protect us.

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

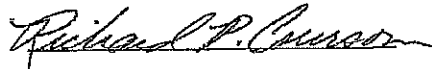
Bertha LoCurto

Dated: 2-6, 2009

I, Richard P. Courson, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.
2. I purchased my 2003 Saturn Vue used from Integrity Auto Exchange in Winter Springs, Florida.
3. When the vehicle reached approximately 67,793 miles, the VTi transmission failed. Saturn of Gainesville diagnosed a transmission failure, and quoted me \$5,700 to fix the transmission. I was able to negotiate down the cost of the transmission replacement to a cost of \$1,344.20 to me.
4. During the time that Saturn of Gainesville was making the transmission related repairs to my 2003 Saturn Vue, I paid \$105 for a rental vehicle.
5. On January 15, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.
6. I have owned several Saturn vehicles since 1994. The problems with the VTi transmission has left a very bitter taste in my mouth, and makes me very angry considering how good of a Saturn owner I have been. I take the 2003 Saturn Vue in approximately every 3,000 miles for maintenance, and all repairs that have been made since I have owned the vehicle have been at a Saturn repair shop. I do not think I would purchase another Saturn product. I am happy about the settlement, and I feel much more secure going forward because of the settlement.
7. I am very happy with the settlement that Class Counsel was able to negotiate, and I support it. The relief that the settlement provides for the past expenses is great, and I am happy about the future coverage for the VTi transmission.

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



Dated: 9 February, 2009

I, Joy Broggi, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. ~~I purchased my 2004 Saturn Vue new from Saturn of Metairie in Metairie, Louisiana.~~

3. During the initial warranty period Saturn of Metairie and Saturn of Baton Rouge performed several transmission related repairs on my vehicle. In one instance, I paid Saturn of Baton Rouge \$300 for a transmission flush among other transmission related repairs.

4. When the vehicle reached approximately 85,000 miles, the VTi transmission failed. Saturn of Metairie diagnosed a transmission failure, and quoted me \$7,000 to fix the transmission. Due to the high cost, I decided to get another estimate from Cottman Transmission. Cottman Transmission quoted me, and replaced the VTi transmission at a cost to me of \$4,500.

5. During the two weeks or so the transmission related repairs to my 2004 Saturn Vue were being made by Cottman Transmission I paid \$350.83 for rental vehicles.

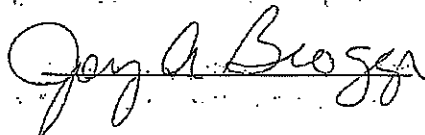
6. On January 16, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2004 Saturn Vue and its transmission.

7. I am a Hurricane Katrina victim. At the time that I needed to pay to replace the VTi transmission in my 2004 Saturn Vue, I was just getting my head above water from the financial status I was in from Hurricane Katrina. Once my transmission failed and I was told it would cost me over \$4,500 to replace the transmission, I felt financially drained and emotionally spent. There were times I would just cry about the financial and emotional stress I was under due to money needed to replace the transmission. The settlement provides great financial relief, and I am ecstatic about the settlement.

8. My contact with Class Counsel has been great. Class Counsel responded in a timely manner, and even contacted me on the weekend. I am ecstatic that Class Counsel was able to get the financial relief that it got through the settlement. I cannot thank them enough.

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

Dated: Feb 6, 2009



I, Joanna Law, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2004 Saturn Ion used with approximately 20,000 miles from Elkin Chrysler in Elkin, North Carolina.

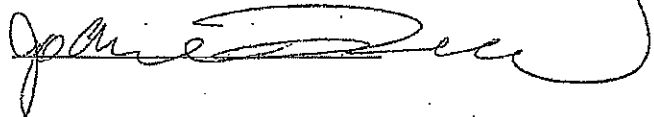
3. On the way back from visiting my son in California, and when my 2004 Saturn Ion reached approximately 62,000 miles the VTI transmission failed in New Mexico. I paid Slicks Automotive \$3,000 to tow my vehicle back to my home in North Carolina. After I got home, Saturn of Charlotte in Charlotte, North Carolina diagnosed a transmission failure and quoted me \$6,000 to replace the transmission. I sought other quotes to replace the transmission, and all were more than I was able to spend considering I just spent \$3,000 to tow the vehicle from New Mexico. Also, even though my vehicle was under the extended 5 year/75,000 mile warranty, Saturn refused to pay any portion of the transmission replacement. Since I was unable to pay for the transmission replacement I sold the vehicle to a junk yard for \$800.

4. On January 16, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2002 Saturn Vue and its transmission.

5. I am disabled, and I have two disabled children. When I purchased my 2004 Saturn Ion, I paid all the money I had for what I thought would be a reliable vehicle. All transmission problems associated with my 2004 Saturn Ion really frustrated me. I support the settlement for the relief it provides the class. I will never buy a Saturn again.

6. LakinChapman LLC provided a good settlement to the class, and during our conversations with them they have been very helpful.

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



Dated: 2-10, 2009

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Case 2:07-cv-02142-WBS-GGH Document 67-57 Filed 02/27/2009 Page 1 of 2

I, Melody Walthour, hereby state:

I am over eighteen years of age and have personal knowledge of the facts stated herein:

I live in Milford, Virginia. On approximately later part of October or early November of 2006 I purchased my 2003 Saturn Vue from Radley Chevrolet dealership in Fredricksburg, Virginia. My Vue was used and had approximately 4600 miles on it when purchased. My Vue has been in and out of the shop about 4 times since the date of purchase for transmission problems.

The first time I took it in was to Radley Chevrolet, was approximately 4 months after the purchased of the Saturn. They didn't have anyone experienced on knowing that the exact problem was at the time so across the street from them was the Saturn dealership of Fredricksburg. I took it over to them and they kept the vehicle over night; which was an inconvenience to me; the following day they said they had to do repairs on the transmission and they (Saturn Dealership) said they would have it fixed within 4 days. A week later they had the Vue repaired. I asked the gentleman at Saturn what seemed to be the problem. He said that on this particular year of Vue that they were experiencing problems with the transmission and that they had rebuilt my transmission in my Vue.

About 2 weeks later I bought the Vue back and insisted that the Vue still wasn't driving appropriately. This time they (Saturn dealership) kept the Vue for 2 weeks. The gentleman at the garage department said they had to order parts. The parts they had to order were a whole new transmission. From the knowledge of the gentleman in charge of the garage department; he told me that when they rebuilt the transmission they didn't replace the pump in the transmission and that was one of the parts that went bad. He informed me that replacing the pump wasn't necessary. But now it is necessary so instead of rebuilding it again they were just going to replace the whole transmission. After 2 weeks of waiting, I received my Vue back and approximately 6 months later I brought the Vue in again to the dealership for transmission problems, this time they didn't exactly tell me what was wrong just that they had did some more repairs on the transmission.

On approximately, September of 2008, my Saturn was in the shop, "again", and for repairs on the transmission. This time I was so heart broken and so discouraged over the ordeal I have been having with this Vue that I had asked the salesman in the Saturn dealership if there was any type of way I could trade this Vue in for another year other than 2002 - 2004. The salesman tried but with no success. He said that at the state that the economy is in that there weren't really any banks that were giving out any loans at that particular time with a good interest rate. My personal opinion is that the dealership

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didn't want to be bothered with this Vue and the state it was in with all the repairs that have been done it and seems to be continually being worked on.

The Saturn dealership also said that if I was to bring my Vue in again and I may think that it may need work done on the transmission that there would be an out of pocket expense to me of \$100.00 to put the vehicle on the machine to test the transmission.

With all my discouragements I wrote a letter to the Saturn Corporation in Tennessee. The letter was forwarded to a young lady which she said and I quote, "There is nothing we can do for you at this time and that in the future as long as all parts and labor are on warranty that you shouldn't have any problems."

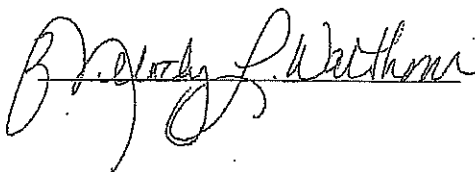
What happens when the warranty does run out? How much does one have to pay for a vehicle that even the head corporation doesn't even want to take as a trade in? I am not asking for the world, just put me into another year of a Saturn Vue that doesn't have to be worked on the transmission every six months or so. I am just an average American trying to make it here in Virginia. I work hard and pay my way through college and can't afford the time of inconvenience of my Vue being in and out the shop like this. For me paying \$345.00 a month on a vehicle I am highly disappointed in that wishing I have never even bought.

I have all documentation and every work order that was done on the Vue at the Saturn dealership of Fredricksburg. I fear now that my vehicle has to go back in the shop now but if I am wrong than I would have to pay the \$100.00 to put it on the machine to test the transmission and I don't have the money right now.

Each time the vehicle was in the shop being repaired I was personally responsible for renting my own vehicle and then waiting almost 3 to 4 months later to get reimburse. The fee of reimbursement wasn't the full amount but something is better than nothing but I had to borrow the money from friends and relatives to get the rent a car because I didn't have the money to spare at the given time.

When does the Saturn dealership think through all of this that enough is just too much? Sometimes it is all about the money and sometimes it is all about the principle of things and just the pure inconvenience and not even trying to work with someone that really loves their type of vehicles but after all this ordeal I seriously doubt I would ever buy another one again.

I fully support the settlement, and the work that LakinChapman did in obtaining the settlement.



Dated Feb. 14, 2009

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I, Fernando Garcia, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2004 Saturn Ion used with approximately 19,000 miles from Bill Wright Toyota in Bakersfield, California.


3. When the vehicle reached approximately 82,728 miles, the VTi transmission failed. Shafter Transmission and Smog in Shafter, California diagnosed a transmission failure, and replaced the VTi transmission at a cost to me of \$5,819.35

4. On January 19, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2002 Saturn Vue and its transmission.

5. I think the settlement is fair, and I am happy about the relief that it provides to me and other members of the class. I had to take out a substantial loan to afford the transmission repairs. I have owned vehicles in the past that have lasted me a long time, and have never had to replace a transmission. A transmission on a vehicle should not go out this quickly.

6. I am happy and grateful for the settlement that LakinChapman was able to reach with GM, and the relief that it provides to me and others.

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



Dated: 02/19/09, 2009

I, Sharon Blackburn, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2003 Saturn Vue used in September of 2004 from Autoland in California.

3. During the initial warranty period Saturn of Whittier and Saturn of Cerritos performed several transmission related repairs on my vehicle that were covered under the warranty.

4. When the vehicle reached approximately 77,956 miles, the VTi transmission failed. I paid \$98.00 to Saturn of Torrance to diagnose the transmission failure. Not satisfied with the services Saturn had provided in past, I went to Performance Transmissions to replace the transmission. Performance Transmissions replaced the VTi transmission at a cost to me of \$3,089.75.


5. During the various transmission related repairs to my 2003 Saturn Vue I paid \$424.76 for rental vehicles. I also paid \$75 for the vehicle to be towed due to the failed VTi transmission.

6. On February 2, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.

7. I am very glad there is a settlement. I had felt all along that Saturn knew there was a big problem with the transmission and were hoping that the problem would go away. Saturn had an image of taking care of their customers, and I was not taken care of and will never own a Saturn or recommend buying one to anyone.

8. I fully support the whole settlement, and am pleased with the work of Class Counsel. All questions to Class Counsel were answered quickly, and everyone I have contacted has been very helpful.

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



Dated: Feb 4, 2009

I, Tom Gernand, hereby state:

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1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2004 Saturn Vue used in February of 2004 from Saturn of Katy Freeway with 15,000 miles.

3. During the initial warranty period (3yr/36,000 miles) and the extended warranty period (5yr/75,000 miles), Saturn of Katy Freeway performed several transmission related repairs on my vehicle that were covered under the warranties. Repairs to my transmission that were performed right before 75,000 miles were covered under warranty, but I had to rent a vehicle at a cost to me of \$20 a day.

4. When the vehicle reached approximately 106,000 miles, the VTi transmission failed again. Saturn of Katy Freeway diagnosed a transmission failure, and the transmission was replaced for \$4,683.44. GM paid 75% (\$3,512.58), and I covered the 25% (\$1,170.836) difference. While my 2004 Saturn Vue was being repaired I paid \$761.87 for a rental car for 17 days.

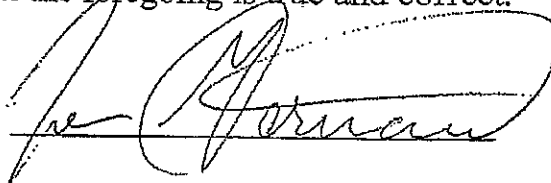
5. On January 22, 2009, I received the Notice of Class Action Settlement, and I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2004 Saturn Vue and its transmission.

6. I appreciate the opportunity to share this information after being notified of the pending class action lawsuit because I think GM has treated this situation unfairly and with a lack of regard for the consumer. After doing some investigation on my own, and after receiving the notification, I feel it is apparent that GM has known of this defective transmission for some time but never issued a recall or notice to any of its consumers in an effort to fix the problem once and for all.

7. I fully support the whole settlement, and am very satisfied with the service of Class Counsel.

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

Dated: Feb 4, 2009



I, Ray Richey, hereby state:

I am over eighteen years of age and have personal knowledge of the facts stated herein.

I purchased my 2003 Saturn Vue new in 2003 from a Saturn dealership in Fresno, California. I had repeated problems with the transmission during the warranty period.

During and after the warranty period, I purchased several transmission fluid changes at costs ranging from \$10.74-\$27.60.

When the vehicle reached approximately 108,091 miles, the Saturn dealership in Fresno suggested that the VTi transmission needed to be serviced or the transmission needed to be replaced. I paid \$380.97 for Saturn of Fresno to service the VTi transmission. On the way home from Saturn of Fresno the transmission failed. I paid \$64.00 to have my 2003 Saturn Vue towed to A.R. Transmission, Inc. A.R. Transmission, Inc. diagnosed a transmission failure.

Saturn of Fresno prepared a written repair estimate of \$4,882.47 to replace the VTi transmission. A.R. Transmission, Inc. quoted me \$4,574.07 to replace the transmission. Not feeling satisfied with the service I have received from Saturn of Fresno, I decided to have A.R. Transmission, Inc. replace the transmission at a cost of \$4,574.04 to me.

On December 13, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.

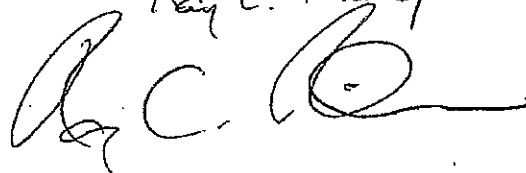
I believe that the settlement provides fantastic relief to

Case 2:07-cv-02142-WBS-GGH. Document 67-61 Filed 02/27/2009 Page 2 of 2

compensate fellow Saturn owners for past problems. I no longer own my 2003 Saturn Vue, but I believe that the settlement provides great protection in the event of future problems.

I fully support the whole settlement, and am thankful for all of the fantastic efforts of Class Counsel.

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

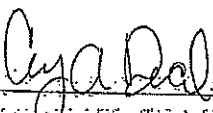
Ray C. Ritchey


Jan 27, 2009

I, Cory Deal, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.
2. I purchased my 2003 Saturn Vue new in 2003 from a Saturn dealership in Santa Fe, New Mexico. I had repeated problems with the transmission during the warranty period.
3. When the vehicle reached approximately 89,412 miles, the Saturn dealership in Santa Fe diagnosed a transmission failure. I paid \$2,7990.80 to replace the transmission, and \$440.31 for a rental car while the vehicle was being worked on.
4. When the vehicle reached approximately 105,049 miles, the vehicle suddenly lost acceleration and had to be towed to a repair shop. The repair shop informed me that the loss of acceleration was due to a overheated transmission, and that the transmission did not need to be replaced. I paid \$94.06 for towing expenses, and \$24.50 for a rental car.
5. When the vehicle reached approximately 118,156 miles, the vehicle was experiencing transmission problems in the form of a grinding noise. Saturn of Santa Fe diagnosed a transmission failure, and suggested that I replace the transmission. Instead of replacing the transmission, I told Saturn of Santa Fe to perform the minimum service so that I could get rid of the vehicle. I paid \$230.12 for repairs, and \$683.58 for a rental car.
6. On June 26, 2007, I contacted The Lakin Law Firm, P.C. ("Class Counsel") about the problems that I was having with my 2003 Saturn Vue and its transmission.
7. I believe that the settlement provides fantastic relief to compensate fellow Saturn owners for past problems. I no longer own my 2003 Saturn Vue, but I believe that the settlement provides great protection in the event of future problems.
8. I fully support the whole settlement, and am thankful for all of the fantastic efforts of Class Counsel.

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


Dated: January 16, 2009

I, Christopher Lewis, hereby state:

1. I am over eighteen years of age and have personal knowledge of the facts stated herein.

2. I purchased my 2004 Saturn Ion new in June of 2005 from Saturn of Puyallup.

3. When the vehicle reached approximately 104,000 miles, the VTi transmission failed. I had the 2004 Saturn Ion towed to Saturn of Puyallup at a cost to me of \$25. Saturn of Puyallup diagnosed a transmission failure, and quoted me a price of \$5,500 to replace the transmission. Not satisfied with the quote that Saturn of Puyallup provided I called Pro Automotive. Pro Automotive replace the VTi transmission on my 2004 Saturn Ion at a cost to me of \$3,427.

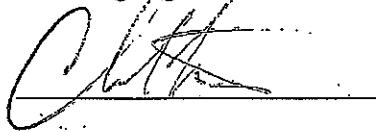
4. On January 21, 2009, I contacted LakinChapman LLC ("Class Counsel") about the problems that I was having with my 2004 Saturn Ion and its transmission.

5. I am happy with the money that the settlement provides me for the out of pocket expenses I had for replacing the VTi transmission on my 2004 Saturn Ion, and for the future relief. I had to borrow money to replace a transmission on a vehicle I was still paying money on. Overall I have had numerous problems with my 2004 Saturn Ion, and based on my experience with this vehicle I will never buy a Saturn product again. The VTi transmission on my 2004 Saturn Ion has not only cost me a lot of money, but it has also been a source of great aggravation.

6. I am happy with the work of LakinChapman LLC, and the settlement.

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

Dated: 2/10/09, 2009



Tana Burton

From: caed_cmecf_helpdesk@caed.uscourts.gov
Sent: Friday, February 27, 2009 3:32 PM
To: caed_cmecf_nef@caed.uscourts.gov
Subject: Activity in Case 2:07-cv-02142-WBS-GGH Castillo et al v. General Motors Corporation
Memorandum in Support of Motion

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U.S. District Court

Eastern District of California - Live System

Notice of Electronic Filing

The following transaction was entered by Schmieder PHV, Robert on 2/27/2009 at 1:31 PM PST and filed on 2/27/2009

Case Name: Castillo et al v. General Motors Corporation
Case Number: 2:07-cv-2142
Filer: Kelly Castillo
Nichole Brown
Barbara Glisson
Brenda Alixis Digiandomenico
Stanley Ozarowski
Donna Santi
Valerie Evans

Document Number: 67

Docket Text:

MEMORANDUM by Stanley Ozarowski, Donna Santi, Kelly Castillo, Nichole Brown, Barbara Glisson, Brenda Alixis Digiandomenico, Valerie Evans. *In Support of Final Approval of Class Settlement* (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C, # (4) Exhibit D, # (5) Exhibit E, # (6) Exhibit F, # (7) Exhibit G, # (8) Exhibit H, # (9) Exhibit I, # (10) Exhibit J, # (11) Exhibit K, # (12) Exhibit L, # (13) Exhibit M, # (14) Exhibit N, # (15) Exhibit O, # (16) Exhibit P, # (17) Exhibit Q, # (18) Exhibit R, # (19) Exhibit S, # (20) Exhibit T, # (21) Exhibit U, # (22) Exhibit V, # (23) Exhibit W, # (24) Exhibit X, # (25) Exhibit Y, # (26) Exhibit Z, # (27) Exhibit AA, # (28) Exhibit BB, # (29) Exhibit CC, # (30) Exhibit DD, # (31) Exhibit EE, # (32) Exhibit FF, # (33) Exhibit GG, # (34) Exhibit HH, # (35) Exhibit II, # (36) Exhibit JJ, # (37) Exhibit KK, # (38) Exhibit LL, # (39) Exhibit MM, # (40) Exhibit NN, # (41) Exhibit OO, # (42) Exhibit PP, # (43) Exhibit QQ, # (44) Exhibit RR, # (45) Exhibit SS, # (46) Exhibit TT, # (47) Exhibit UU, # (48) Exhibit VV, # (49) Exhibit WW, # (50) Exhibit XX, # (51) Exhibit YY, # (52) Exhibit ZZ, # (53) Exhibit AAA, # (54)

Exhibit BBB, # (55) Exhibit CCC, # (56) Exhibit DDD, # (57) Exhibit EEE, # (58) Exhibit FFF, # (59) Exhibit GGG, # (60) Exhibit HHH, # (61) Exhibit III, # (62) Exhibit JJJ)(Schmieder PHV, Robert)

2:07-cv-2142 Electronically filed documents will be served electronically to:

C Brooks Cutter bcutter@kcrlegal.com, kdonnel@kcrlegal.com, kgradwohl@kcrlegal.com,
landerson@kcrlegal.com, vburnsworth@kcrlegal.com

Gregory Oxford goxford@icclawfirm.com, arobinson@icclawfirm.com

Mark L. Brown-PHV markb@lakinchapman.com, docket@lakinchapman.com, shawnb@lakinchapman.com

Robert W. Schmieder PHV, II robs@lakinchapman.com, docket@lakinchapman.com,
mattc@lakinchapman.com, paulas@lakinchapman.com, tanab@lakinchapman.com

2:07-cv-2142 Electronically filed documents must be served conventionally by the filer to:

The following document(s) are associated with this transaction:

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Document description:Exhibit T

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
0] [c040b6a1d63c5b5a8d8be3299325fd0e218d803f7fbc6317cc1ea8cb9da6e451a8
d23f96d2014ca660a4b3fbddd809a66d8fce94c644e94ad6fa4d8e28e91bf0]]

Document description:Exhibit U

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
1] [26f67068b30b19b183d2c52a6e0556d882dfe2465a5db83e0e0ec11e915a52efb2
b8d3f03ef0e5f7fb58007e148ba7f6780dac78147f16fae43b1284014d9596]]

Document description:Exhibit V

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
2] [0d3c806e17c4a3781a5e9d92d1c46a780d767a069038bedccaa09a85eda3b7367c
5e854027e94bbb4ceae3871774a59e34240d43bc2d00b59b498f40c9a5bb57]]

Document description:Exhibit W

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
3] [19d49ffdcc963e3e408af28f4ca1eb88a713437b7522efb39b6cc271cd25cec314
80be180604335dcf3e07425f0f5ffdcabc123eec94753d90681f7f2db83299]]

Document description:Exhibit X

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
4] [38b9bc69429b3a532f42e541f1fc9b1363c87f1bbd78db70dcd1d0220e9d3a9d1a
70a7187080010eb3a0be58ca2699d477091850857766891e1020324243fb3f]]

Document description:Exhibit Y

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
5] [0a3f8d95d27cc0b5a81da298ec8a086536a814022d7b5bab76439635959e8a04b3
b9656a15ee65351e6c117bdbe6642b76eaaae9eeaedbaf626765b14cb20021]]

Document description:Exhibit Z

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
6] [1dc8d0de3089625590f034701a57133ce2c187642fd1b22e8b7bd57360287f68dd
9833c2e00b3d52a3bdc6adf0636ca6898a22a9546959a61721c358f98ecde4]]

Document description:Exhibit AA

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
7] [080dcddf5902ccd6c91bb85808f7dc74d2e0d5f7c6d07e4ffc959c2eb7086ad9d0
1d6036b5a482f8d00d8698cd7dd61ba874127414f2c9538bcd3e35f17b04cb]]

Document description:Exhibit BB

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
8] [1f7450616fdff8a59aaeffa08f1feb829560fe76b95409471bb918736f4db981d6
287d5acf99b2608e9d1df8ec9938dc6990498376f78508bf0a1bac105288a1]]

Document description:Exhibit CC

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-2
9] [495f1cd4399ad4a2b7172dca47de3245cdaba9d09e116adab05c55072e6687549c
ae139f57182bbed2283ac7e8ab7e9d657c9df8c2327e1340fe87576dd94058]]

Document description:Exhibit DD

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
0] [079bdc546810a064d04de6c9406d3ca68f00bdb6ec69efcd0da7d9b1359e532bbd
5a1ab647b6f548e2bb07af5894f3a7b059a83fd733fcfeefcfb25e8896b255]]

Document description:Exhibit EE

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
1] [98c86bbd4599766dfda1b6297aa4a734db785cdbea5a3ec0cabf5c55a74b5ef530
ea3be9b6f0f2f3a52b1ec8ead9e0351ab60c044e59319d082a687e71e75820]]

Document description:Exhibit FF

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
2] [5a0c3248b9eb47106bcb002c94cc1e7aced68cb74bdabfa9016de92a543b031382
cfe5e8d53e1e7833ebc38d0579c9cd05bc162001ac000c17c4589da2a6ec06]]

Document description:Exhibit GG

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
3] [a90c598dbec4eb5327aefee2c3692447ccbcc6c960cb9badcd5fa9ac6a1dd2b846
975fec9b6abbdbc2e9e29d7582f1206f11a6dc2e9d894e049bf1900844d7e8]]

Document description:Exhibit HH

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
4] [7a19a0a28e4b2e482ba78be3e0c7b1bed50b79eb9478bc00fbc6ee0c8d97bdfb38
2084b617e4735dc6e73a19cad979d5fefaec7e6d2b1830d7cd2c1aaec8bc2]]

Document description:Exhibit II

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
5] [7d7e123f46918d828814527088db792927519ddefbb96bec22cf5302999125f610
81de260f2753cd79b30b4851dac8b89727595caa7b0801001b8e8fd1807a98]]

Document description:Exhibit JJ

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
6] [1a3a545323ca6c1b1c38481e4ad6d858861864aba56a320be74839928a8166a050
043a21a21f3aaa97b8ca7a2434e95aec0e078a909c376e53b8c7b86c3ab66e]]

Document description:Exhibit KK

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
7] [82b8cc43ba188bf2d7ad7afca69e56ac8452ca662a833d5340295837d642db423b
2f4349b66085d852c8b3b82c05f236820232af7fa25fe2e0daa7cfbc93661b]]

Document description:Exhibit LL

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
8] [767fca611478e5f1c225846dcaa1932afc2c9b97e387ff4e7b8f1269d59393ca0b
b04df06430e8a756a230149040271a4c19ca0fc1195b6c577812cebd37adfc]]

Document description:Exhibit MM

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-3
9] [62001e2f6523959bd2ad4ea65b9f948d878f122dfe4b5931bf1fa0af7c7bfddd69
1e5d2f961995bb761fd54d5c3c61e2c44438144927e22eaf98ad74d4e82abd]]

Document description:Exhibit NN

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
0] [0aea608f0a05a093297f2cde2a80a7f131d1c850f5495f394da87266d15a611e2e
6e263079fe6601f0c0586b66f3a02ef6d3e794951254ea5317581aa4a37fb9]]

Document description:Exhibit OO

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
1] [332ff835c1ffd8a5f2711bbf79f49da72be9aa559d06deb573d21e44821c2830f1
cb83d874e75d1eb99a842675bf517debdbc0912cfc32cda308cdf0352e17a3]]

Document description:Exhibit PP

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
2] [30e2757f6561d4bbe710157af2e476f5b9b9082c469d8916d5b9d6d023a5632dac
49d3562b274676a6448471f4bc0bba7eff24ec3ba3aa18d7c42bb010b38b06]]

Document description:Exhibit QQ

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
3] [760253b02fa73cdd31c5732c45669e2fa7ba62fcd731b577135aa716a0aa7318ed
c1a967d648774b83e562353cee4fbe8d567057077cd7d67122b0a218372ff1]]

Document description:Exhibit RR

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
4] [042b95e7a73e23543d2da23d615816b242291d3b95f86e089ce5ec8bf6ec26fce5
c0ef5c7ac4d58973fb7d3d055906ca49bdc64bd3c4ded5aa6743b468212d7a]]

Document description:Exhibit SS

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
5] [19e4da934fc8b902345666ca844cb97769c03dbeffb7ef8e8433ac1afa9ec192ad
3d30a68ff497cb6e4abbd64e63a0f8000197da84f7c494967ef9069b7d5d53]]

Document description:Exhibit TT

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
6] [0d9fc02cd3fb43197a0a133e4805eea56eeeb583ed94c24d3d8755ee2c4af35170
a8488b78c44e99b3f2091d4b496f5c21744d44605c00162448bcc0864ba23c]]

Document description:Exhibit UU

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
7] [af476162eba6df01f30abcb34b7e32de47d1ce2484e20ca568a6844749ce6ae01c
8d6c81e528e756cb44364a72710d8bbbc4a7c0ab06236b76da761cd04ea7bc]]

Document description:Exhibit VV

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
8] [8fef5afa530985d5d4ddf85a8dc96713bd0754b4d4dd469431bfc39493df3c713e
0c119d3ab48657683838da3ab703169dc1528968438af615241c850899b512]]

Document description:Exhibit WW

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-4
9] [1ffc236249baefa187fc5433f698bff546388ded4e233802c8f6f6f536f266fef8
10f487b758895cc725e13b72ca5a5d31084146ca599a47c05e01536d28c1de]]

Document description:Exhibit XX

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-5
0] [b133f2907d211c551921f22dd13c5aade364a2ac5aa7da7dc43590216e2060fb6b
c72dcc7be0e949911c37a251345b722cf741d7fbc8f32aeffe4770e783fd9d]]

Document description:Exhibit YY

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-5
1] [76e9214515565f4d04e3fe5a74cff342430febef0b6ef962e97a7d5e8df99dd7b4
c5294d1c1adbd0d13a95fee5f2e5092ca5cb8b616b9cd4e778601d61a32757]]

Document description:Exhibit ZZ

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-5
2] [781f61773735607cae258d332678894e9a4ca87cb67a36f6f37093736304c600dd
fbef468f595ccc0556c1a6bbb7f7c2343a30dc7b739160e51a6fc243233ca7]]

Document description:Exhibit AAA

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-5
3] [6c2b05512d76b866284ec7836983072e595e4b8906878d0891e7e43262f61fdd7b
d9ab79e4111057429b462adf8bc8713f9e0565eeca65095e4c348b63fcb2f3]]

Document description:Exhibit BBB

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-5
4] [22362b1f38a251aaf4dc86762d766703e7578860f75112653a8524a4a253f1cf50
6faa80af3a6684f54eb3163dbd931fe3ec60a5d15ae48a49a207efee4530a2]]

Document description:Exhibit CCC

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-5
5] [a7e83768824778a8dc6e8b20345e915d90f6a9bbd8ec9820a3067616c187bb3e63
a5888d9612799f07a2b1cf3581cac16dc07e5d15ac13842ef259ab5417b26a]]

Document description:Exhibit DDD

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-56] [7ac1ac7c2981e0f0f43960d4e8fe2ac5154cebc12524ce3c59da100e2c84d71fbf088586780d6c5a9e6e0a498f8108779612791460982ce55ed4a16f35cb51e7]]

Document description:Exhibit EEE

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-57] [52c3007579f935e9db419553459cad707ec50f6ebca6b1bd1c156b7a86cd3c5fd2efa204710fac95b47c9a6ffd7dabb996c8a49091612aeba7df101e9a0a8340]]

Document description:Exhibit FFF

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-58] [153a31738c093832cf7552941b15a02824046548b27e9fc0be16b9a4cb431b25e343f3ee0975f7953eb83bf0e0531af4e477a5585f1bfd84f79d058658c64e37]]

Document description:Exhibit GGG

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-59] [27100dc142e3fe65b53eb11adab990bda55d3b756d6fe89d34bf8e65e43466689e8de3bdbbf6e5240b8252e6278537c6584275f5206a3b2f9d32ba7f1269db52]]

Document description:Exhibit HHH

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-60] [3addffce586fe409929281d07d2ece2932c1add5df7c94c69680841686f83c67dfc5146027833a8d7cf72e4813ccb111712e25fb14f053cb0d726821daebc1a5]]

Document description:Exhibit III

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-61] [91a89157ac638390b7b114d284df9c0af3fd653db75eaf9cdbad3a7c237420786c5b901c938a7a1e28b187b4a2abecb7bd988299fe4ddcc44ad00f58323ebf8e]]

Document description:Exhibit JJJ

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1064943537 [Date=2/27/2009] [FileNumber=2888336-62] [841b21f1e43d6c1fb086e5fb6a96799d9972c24d08ebac363dd8fc8e4ac8901abf71d2368d711146c6eb4cf3dc41b483e361a04df761b1135666ad0e8d83da32]]