

**Hearing Date and Time: December 2, 2010 at 9:45 a.m. (Prevailing Eastern Time)**  
**Objection Date and Time: November 24, 2010 at 4:00 p.m. (Prevailing Eastern Time)**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS HOLDING ASBESTOS-RELATED CLAIMS  
FOR AN ORDER PURSUANT TO BANKRUPTCY RULE 2004 AUTHORIZING  
THE TAKING OF DOCUMENT DISCOVERY AND DEPOSITION TESTIMONY  
FROM THE DEBTORS, FROM GENERAL MOTORS, LLC, ITS  
SUBSIDIARIES AND AFFILIATED COMPANIES, AND FROM CERTAIN  
NONBANKRUPT ASBESTOS DEFENDANTS**

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

The Official Committee of Unsecured Creditors Holding Asbestos-Related Claims (“**ACC**”) hereby moves the court for entry of an order, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) authorizing the ACC to commence discovery for purposes of estimating the value of the Debtors’ aggregate liability for pending and future claims for asbestos-related personal injury and wrongful death. In support of this application (“**Application**”), the ACC respectfully represents as follows:

### **PRELIMINARY STATEMENT**

1. Motors Liquidation Company and certain of its affiliates (the “**Debtors**”) have filed a Chapter 11 plan that will provide for a trust to be established for processing, liquidating, and paying present and future claims for asbestos-related personal injury and wrongful death (“**Asbestos Claims**”). They have acknowledged that such a plan will require estimation of their aggregate liability for Asbestos Claims.

2. A reliable estimate of the Debtors’ liability for Asbestos Claims will require analysis and explication in the context of other documentary evidence and testimony that will shed light on the trends and patterns that shaped the Debtors’ historical claims experience and thus make possible a reasonable forecast of the number, timing, and value of future claims expected to be asserted over the next several decades.

3. The parties agreed in the first instance to attempt to achieve an asbestos liability estimate in this case through a consensual process based on informal discovery and preliminary analysis by their respective experts. In pursuit of that approach, on or about August 5, 2010 the ACC, the Legal Representative for Future Asbestos Claimants (“**FCR**”), the Debtors and New GM entered into an Agreement Regarding Rule 2004 Applications (“**Rule 2004**

**Agreement**") (copy attached as **Exhibit A**) addressing, *inter alia*, the ACC's previous Rule 2004 motion filed on July 20, 2010 [Docket No. 6382].

4. Pursuant to the Rule 2004 Agreement, some information sought by the ACC was provided and the ACC's Rule 2004 motion was withdrawn, subject to a reservation of rights to refile and seek additional discovery should the consensual approach fail. *See* Rule 2004 Agreement at ¶ 5.

5. Efforts to agree upon the asbestos liability estimate have failed. The Creditors' Committee is vigorously pursuing estimation-related discovery in anticipation of a contested estimation. Accordingly, the ACC is exercising the right, reserved in the Rule 2004 Agreement, to renew its previous Rule 2004 motion and seek certain additional discovery in light of developments in the case.

### **FACTS**

6. On June 1, 2009 (the "**Petition Date**"), Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

7. On June 1, 2009, the Court entered an order directing the joint administration of the Debtors' Chapter 11 cases. The Debtors' cases are consolidated for procedural purposes only.

8. On March 2, 2010, the United States Trustee appointed the ACC.

9. On April 8, 2010, the Court entered its order appointing the FCR.

10. On August 24, 2010, the Court entered its Order authorizing the Creditors' Committee to obtain certain discovery, subject to certain objections, from certain asbestos personal injury trusts and their respective claims processing facilities ("**UCC Rule 2004**

**Order”)** and a Confidentiality Agreement and Protective Order (“**Confidentiality Order**”) [Docket No. 6749].

11. On October 22, 2010, the Court entered its Order concerning the ACC’s request for an anonymity protocol (“**Anonymity Protocol**”) [Docket No. 7526].

### **PREDICATES FOR RELIEF**

12. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409. The legal predicate for the relief sought herein is Bankruptcy Rule 2004.

### **RELIEF REQUESTED**

#### **I. Discovery of The Debtors and New GM**

13. By this Application, the ACC seeks an order authorizing it to elicit document discovery and deposition testimony from the Debtors and from New GM.

14. Bankruptcy Rule 2004 provides, in relevant part:

(a) Examination on Motion. On motion of any party in interest, the court may order the examination of any entity.

(b) Scope of Examination. The examination of an entity under this rule or of the debtor under §343 of the Code may relate only to the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor’s estate, or to the debtor’s right to a discharge \* \* \* [I]n a case under chapter 11 of the Code, . . . the examination may also relate to \* \* \* any other matter relevant to the case or to the formulation of a plan.

(c) Compelling Attendance and Production of Documentary Evidence. The attendance of any entity for examination and the production of documentary evidence may be compelled in the

manner provided in Rule 9016 for the attendance of witnesses at a hearing or trial.

15. The ACC is a “party in interest” entitled to conduct examinations and to request documents under Rule 2004. *See* 11 U.S.C. § 1103 (providing that a statutory committee may “investigate the \* \* \* liabilities \* \* \* of the debtor”).

16. Estimation of the Debtors’ aggregate liability for Asbestos Claims is an essential step in formulating a plan of liquidation that provides for the funding of a trust to process, liquidate, and pay Asbestos Claims.

[A]n estimation of asbestos liability for the limited purposes of plan formulation is a fruitful endeavor because it promotes the speed and efficiency goals of the Bankruptcy Code, while not implicating the procedural rights of individual claimants.

*In re Federal-Mogul Global, Inc.*, 330 B.R. 133, 154-55 (D. Del. 2005). *See id.* at 155 (noting that the inquiry focused on the debtor’s “historical claims-handling practices, and expert testimony on trends and developments in the asbestos tort system”) (citing *Owens Corning v. Credit Suisse (In re Owens Corning)*, 322 B.R. 719 (D. Del. 2005)).

17. Here, the ACC wishes to examine the Debtors and New GM and to obtain production of their documents relevant to estimation of the Debtors’ liability for Asbestos Claims. Such an inquiry is clearly authorized by Rule 2004 and appropriate in the circumstances of these bankruptcy cases.

18. Pursuant to Rule 2004(c), the ACC proposes to serve Debtors with a set of document requests substantially in the form of **Exhibit B**. The ACC also intends to serve a substantially similar set of document requests upon New GM by means of a subpoena *duces tecum* or other appropriate procedural means. Upon information and belief, New GM has

custody of the responsive documents concerning the Debtors' asbestos claims history and employs the personnel whose testimony will be needed to explain and elaborate upon such documents and history.

19. The ACC also requests authority pursuant to Bankruptcy Rule 2004(c) to issue subpoenas *ad testificandum* to the Debtors and New GM. These subpoenas will require these companies to designate, respectively, individuals to testify on their behalf regarding specified subject matters, including those set forth in **Exhibit C** to this Application.

## **II. Discovery of Certain General Motors Co-Defendants**

20. The Creditors' Committee has sought and this Court has permitted, discovery of electronic claims information concerning claims made by as many as 7500 individuals against seven asbestos personal injury trusts. These trusts are successors in liability to reorganized companies who made and distributed asbestos-containing products in industries other than the automotive industry. The Creditors' Committee represented that the information requested was vital to its efforts to prove, among other things, that GM was a "peripheral" defendant that suffered a temporary "spike" in asbestos-related expenditures because of the bankruptcies of those seven "traditional" asbestos defendants. *See* Reply of the Official Committee of Unsecured Creditors of Motors Liquidation Company in Further Support of Its Motion for and Order Pursuant to Bankruptcy Rule 2004 Directing Production of Documents by (I) the Claims Processing Facilities for Certain Trusts Created Pursuant to Bankruptcy Code Section 524(g) and (II) General Motors LLC and the Debtors, at 4.

21. The ACC strenuously opposed the Creditors' Committee's discovery requests. It continues to believe that the UCC's discovery is misplaced. More properly, the task of

estimating the Debtors' aggregate liability for pending and future asbestos claims calls for discovery focused on their own products and activities involving asbestos and their own experience in receiving and resolving claims for asbestos-related diseases, all as affected by the economic and legal forces affecting its approach to the claims and that of other relevant actors. The UCC, however, is pressing its third-party discovery, and the Court has allowed it to issue subpoenas to the trusts, subject only to its eventual rulings on objections filed on behalf of individuals whose claims are the subject of the information demanded in those subpoenas. Now, therefore, the ACC is compelled to seek discovery designed to challenge the Creditors' Committee's various theories on their own terms.

22. The issue in estimating Old GM's aggregate liability is what it would cost the Debtors to resolve all pending and future asbestos claims against them in the tort system if there were no bankruptcy. *See, e.g., In re Armstrong World Indus., Inc.*, 348 B.R. 111, 123 (D.Del. 2006). The Creditors' Committee's goal is to produce an unrealistically low estimate of that cost so as to maximize the share of the estates that will be distributed to non-asbestos creditors. It is therefore preparing to present an unrealistically narrow theory. The Creditors' Committee would have the Court believe that the bankruptcy of other defendants is the key to understanding the patterns that emerge from Old GM's claims data for the decade of the 2000s and to forecasting accurately the number and value of claims it would face in the future if it were not being liquidated. In actuality, though, Old GM's claims experience was shaped by a full spectrum of interacting forces and cross-currents in the tort system, some exerting upward pressure on the number and value of claims and others tending in the opposite direction. To refute the Creditors' Committee's simplistic view, the ACC wishes to take third-party

discovery of the same kinds of claims data and payment information that their adversary is pursuing, but to do so from asbestos defendants who are still litigating asbestos claims in the tort system.

23. The ACC therefore seeks discovery from the following asbestos defendants (“**Certain Asbestos Defendants**”):

ArvinMeritor, Inc.  
BorgWarner, Inc.  
Carlisle Cos., Inc.  
Cooper Indus., Inc.  
Crane Co.  
Dana Companies, LLC  
ExxonMobil Corporation  
Ford Motor Company  
Georgia Pacific Corporation  
Goodyear Tire & Rubber Company  
Kelley Moore Paint Co., Inc.  
Pneumo-Abex LLC  
Owens-Illinois, Inc  
Tenneco Inc.  
Union Carbide Corporation  
Volkswagen Group of America, Inc.

These defendants include manufacturers of friction products, as well as other companies whose experience in resolving asbestos claims may be compared and contrasted to that of Old GM.

24. Specifically, the ACC seeks the information these co-defendants maintain in electronic form about (i) the plaintiffs in all asbestos personal injury cases filed against GM prior to the Petition Date in which any plaintiff alleged that he or she suffered from mesothelioma (“**Mesothelioma Claimants**”) who have brought asbestos personal injury claims against the co-defendant, (ii) information about the claims of the Mesothelioma Claimants, including claim status, and (iii) the amounts that these co-defendants have paid to settle or



otherwise resolve claims of the Mesothelioma Claimants.<sup>1</sup> This discovery would be subject to the current Confidentiality Order and Anonymity Protocol, with appropriate modifications as needed.

25. Accordingly, the ACC requests authority pursuant to Bankruptcy Rule 2004(c) to issue subpoenas *duces tecum* and *ad testificandum* to Certain GM Asbestos Co-Defendants as set forth in **Exhibit D**. This discovery is calculated to enable the ACC to meet and controvert the theory the Creditors' Committee has espoused for minimizing the estimate of Old GM's asbestos liability and to put their expert's contrived and narrow assumptions in a more "real-world" context.

26. Finally, the Order issued pursuant to the Application should facilitate such preparations for the anticipated contested estimation proceeding by authorizing the ACC to issue, pursuant to Rule 2004, such additional discovery requests upon any person as the ACC may deem appropriate for the purposes of estimating the Debtors' aggregate liability for Asbestos Claims, subject, however, to the right of persons receiving such requests to raise objections and be heard for the resolution of the same. This relief will obviate a series of Rule 2004 applications as the ACC continues its investigation of relevant subjects.

### **NOTICE**

27. Notice of this Application has been given in accordance with Rules 2004, 9014, and 7004 of the Federal Rules of Bankruptcy Procedure. The ACC respectfully submits that such notice is adequate.

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<sup>1</sup> This is the same definition of "Mesothelioma Claimants" used by the Creditors' Committee in their Rule 2004 request and subpoena to the asbestos personal injury trusts and claim facilities. It encompasses approximately 7,400 claimants.

## **RESERVATION OF RIGHTS**

28. The ACC expressly reserves the right to seek such further discovery from the Debtors, New GM, and other entities as may be appropriate for the purposes of estimating Asbestos Claims or for other aspects of these bankruptcy cases or related proceedings.<sup>2</sup>

## **REQUEST FOR RELIEF**

WHEREFORE, the ACC respectfully requests entry of an order, pursuant to Bankruptcy Rule 2004:

- (a) granting the relief requested in this Application;
- (b) authorizing the ACC to serve, and directing the Debtors and New GM to respond to, document requests along the lines set forth in **Exhibit B** to this Application;
- (c) authorizing the ACC to serve, and directing the Debtors and New GM to respond to, subpoenas directing them, respectively, to designate individuals to testify on their behalf with respect to subject matters along the lines of those set out in **Exhibit C**;
- (d) authorizing the ACC to serve, and directing Certain Asbestos Defendants to respond to, subpoenas directing them, respectively, to produce documents and designate individuals to testify on their behalf with respect to subject matters along the lines of those set out in **Exhibit D**;
- (e) authorizing the ACC to serve in due course, pursuant to Bankruptcy Rule 2004, without further Order of the Court, such additional discovery requests upon any person as the ACC may appropriate for the purposes of estimating the Debtors' aggregate liability for

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<sup>2</sup> The draft discovery requests attached hereto as Exhibits B, C, and D are intended as exemplars. They are subject to modification and are not intended to preclude such other discovery as may be appropriate for the purposes of claims estimation or other aspects of these bankruptcy cases or related proceedings. The ACC expressly reserves all of its rights with respect to the scope and processes of discovery.

Asbestos Claims, subject however, to the right of persons receiving such requests to raise objections and be heard for resolution of the same; and

(f) granting the ACC such other and further relief as the Court deems just and proper.

Dated: New York, New York  
November 15, 2010

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# EXHIBIT A

## AGREEMENT REGARDING RULE 2004 APPLICATIONS

This agreement (this "**Agreement**") sets forth an understanding among General Motors LLC ("**GM**"), Motors Liquidation Company f/k/a General Motors Corporation ("**MLC**"), the Official Committee of Unsecured Creditors Holding Asbestos-Related Claims Claimants (the "**ACC**") and the Legal Representative for Future Asbestos Claimants (the "**FCR**") resolving the Rule 2004 Applications (defined below).

**WHEREAS** the ACC and the FCR each filed an application pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, seeking authority to issue certain subpoenas to GM and to MLC for the purposes of estimating the liability of MLC's estate for present and future claims for asbestos-related personal injuries and wrongful death ("**Claims Estimation**");

**WHEREAS** GM and MLC informed the ACC and the FCR that they intended to object to those Rule 2004 Applications (as defined below);

**WHEREAS** the Rule 2004 Applications have been set down for hearing on August 9, 2010;

**WHEREAS** GM, MLC, the ACC, and the FCR have engaged in discussions aimed at resolving the Rule 2004 Applications on a basis that would promote the possibility that Claims Estimation may ultimately be accomplished on a consensual, negotiated basis, rather than by means of a contested proceeding; and

**WHEREAS**, subject to the terms and conditions of this Agreement, GM and MLC are amenable to providing the information as set forth below, and the ACC and the FCR are willing to accept such information, in order avoid litigation of the Rule 2004 Applications, to enable the retained experts to prepare preliminary analyses of Claims Estimation in an efficient and expeditious manner, and thereby to promote negotiations on the subject of Claims Estimation,

**NOW, THEREFORE**, GM, MLC, the ACC and the FCR agree as follows:

1. Withdrawal of 2004 Applications. In consideration of GM's and MLC's agreement to provide certain documents and information to the ACC and FCR as soon as practicable and in no event later than the dates specified in this Agreement, as set forth in section 2 below, upon execution of this Agreement, the ACC and FCR will withdraw, as applicable:
  - a. the ACC's Application for an Order Pursuant to Rule 2004 Authorizing the Taking of Document Discovery and Deposition Testimony from the Debtors and from General Motors LLC, its subsidiaries and Affiliated Companies (the "**ACC 2004 Application**") [Docket No. 6383]; and
  - b. the FCR's Application for an Order Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure Authorizing and Directing (A) the Production of Documents and (B) the Oral Examination of Individuals Designated by the Debtors and New GM Believed to Have Knowledge of Relevant Matters (the

**"FCR 2004 Application"** [Docket No. 6379] and together with the ACC 2004 Application, collectively, the **"Rule 2004 Applications"**).

2. Document and Information Requests. GM's and MLC's respective rights to object to the production of any documents or information on the basis of attorney-client privilege, attorney work product doctrine, or that the information or documents requested are proprietary, and the rights of the ACC and FCR to challenge any such objection, are expressly preserved; however, all parties will work to attempt to resolve any such issues, if possible. Subject to the foregoing, GM and MLC, as applicable, will provide documents and information responsive to the following discovery requests as set forth below:

REQUEST 1: With respect to the claims database from which data regarding Asbestos Claims<sup>1</sup> has been provided, please supplement by providing (i) a list of the variables the database was designed to capture with respect to Asbestos Claims, and (ii) the definitions of code words and abbreviations used in the database in connection with Asbestos Claims.

RESPONSE 1: GM will provide responsive documents/data on or before August 16, 2010.

REQUEST 2: With respect to prepetition engagements of Hamilton, Rabinowitz & Associates Inc. ("HRA") by any GM Entity<sup>2</sup>, please supplement your production of reports dated January 14, 2009, June 27, 2008, and December 18, 2007, by providing (i) the engagement letters, (ii) any claims database or electronic data compilation regarding Asbestos Claims that was provided to HRA, and (iii) documents sufficient to reveal any other information and assumptions that were provided to HRA for purposes of their analyses or reports.

RESPONSE 2: GM will provide these documents to the extent they are in GM's possession on or before August 16, 2010, and MLC consents to such production. MLC will provide these documents to the extent they are in MLC's possession on or before August 16, 2010, and GM consents to such production; however, any references in such documents to compensation information will be redacted. If the relevant documents are not in GM's or MLC's possession, MLC will authorize and direct HRA to provide such documents on or

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<sup>1</sup> As used herein, the term "Asbestos Claims" means: any lawsuit, civil action, demand letter, notice of claim, proof of claim or any other similar assertion brought by an individual (or an individual's personal representative) against any Debtor alleging bodily injuries or wrongful death allegedly caused by exposure to Asbestos or Asbestos-Containing Products. "Asbestos Claim" includes any claim or demand ever asserted against any Debtor regardless of how such claim was resolved (by settlement, dismissal, or otherwise) and regardless of whether such claim resulted in the filing of a civil lawsuit by the claimant.

<sup>2</sup> As used herein, the term "GM Entity" means: MLC and any subsidiary, affiliate, or predecessor thereof.

before August 16, 2010, and GM consents to their production by HRA.

**REQUEST 3:** With respect to the prepetition engagement(s) of Bates White LLC or Dr. Charles E. Bates (collectively, "Bates White") by any GM Entity, please provide (i) the engagement letters, (ii) any claims database or electronic data compilation regarding Asbestos Claims that was provided to Bates White, (iii) documents sufficient to reveal any other information and assumptions that were provided to Bates White for purposes of their analyses or reports, and (iv) any forecast, projection, valuation, report or analysis that Bates White provided to any GM Entity with respect to the past, present, or future liability of any GM Entity for Asbestos Claims.

**RESPONSE 3:** GM will provide these documents to the extent they are in GM's possession on or before August 16, 2010, and MLC consents to such production. MLC will provide these documents to the extent they are in MLC's possession on or before August 16, 2010, and GM consents to such production; however, any references in such documents to compensation information will be redacted. If the relevant documents are not in GM's or MLC's possession, MLC will authorize and direct Bates White to provide such documents on or before August 16, 2010, and GM consents to their production by Bates White.

**REQUEST 4:** Please provide documents setting forth general policies or criteria that MLC used to guide its decision making process with respect to settling Asbestos Claims or determining the settlement values of such claims.

**RESPONSE 4:** GM does not believe it is in possession of any responsive documents; however, GM will conduct a diligent search, and, if it locates any responsive documents, will provide such documents on or before August 16, 2010.

**REQUEST 5:** Please provide data identifying settlements of Asbestos Claimants made by any GM Entity that involved multiple claimants and identifying the claimants involved in each such group settlement during the period from 2000 through May 2009. If such data is not available, please provide the settlement agreements applicable to those claimants.

*Some  
provided*

**RESPONSE 5:** GM will provide responsive documents/data on or before August 23, 2010.

**REQUEST 6:** Please provide data identifying settlements of Asbestos Claims to which Ford or Chrysler was a party along with a GM Entity during

the period from 2000 through May 2009, and identifying the claimants involved in each such settlement. If such data is not available, please provide settlement agreements typical of those used during the period from 2000 through May 2009 for resolving Asbestos Claims where Ford or Chrysler participated in the settlement along with a GM Entity.

**RESPONSE 6:** GM will provide responsive documents/data on or before August 23, 2010; however, any references by name in such documents to any non-GM defending parties will be redacted.

REQUEST 7: Please provide documents discussing trends or anticipated trends with respect to the filing, resolution, or value of Asbestos Claims for mesothelioma.

**RESPONSE 7:** GM does not believe it is in possession of any responsive documents; however, GM will conduct a diligent search, and, if it locates any responsive documents, it will provide such documents on or before August 23, 2010.

REQUEST 8: Please confirm that the claims data already provided include all known Asbestos Claims against subsidiaries (domestic or foreign) of MLC ("Subsidiary Claims"), and explain how the particular GM Entities receiving a given claim can be identified. If that data does not include all known Subsidiary Claims please explain the limitations of the database with respect to such subsidiaries and explain what other data resources, if any, exist with respect to Subsidiary Claims.

**RESPONSE 8:** Such information has been provided by MLC to the ACC and the FCR in the same form as was provided to MLC by GM. GM will provide its reasonable cooperation in explaining how the ACC and FCR can interpret the data in response to their inquiry, to the extent possible.

REQUEST 9: The FCR's consultants' methodology requires date of first exposure and duration of exposure, in addition to primary occupation. Even if GM's primary database has not captured that data, they are customarily captured by defense firms or internal corporate management for insurance coverage purposes and claims processing, and should exist somewhere in the company. The data would also be reflected in the complaints filed in the individual suits. Accordingly, the FCR requests that these data be provided.

**RESPONSE 9:** GM will provide (i) exposure evidence as to all claimants that has been captured electronically (which is limited to first dates of exposure as this is the only exposure evidence electronically



collected by GM) by August 16, 2010, (ii) the sample of 650 asbestos cases being provided to the Creditors' Committee, including complaints, case-specific interrogatory responses served by the plaintiffs in such cases, and transcripts of the depositions of the plaintiffs in such cases, substantially contemporaneous with the provision of such documents to the Creditors' Committee, and (iii) an additional sampling of up to 650 asbestos cases, including complaints, case-specific interrogatory responses served by the plaintiffs in such cases, and transcripts of the depositions of the plaintiffs in such cases, based upon sampling criteria to be provided by the FCR's consultants (the "Additional Sampling"). The complaints related to the Additional Sampling will be provided by GM to the ACC and FCR within 5 business days of the FCR providing GM with the applicable GM case numbers for the complaints included within the Additional Sampling. The case-specific plaintiffs' interrogatory responses and transcripts of plaintiffs' depositions will be provided by GM to the ACC and FCR, on a reasonable rolling basis as such documents are provided to GM, within such period of time as is reasonably required by GM to gather such documents from its outside counsel. MLC will reimburse GM for all of its out-of-pocket costs and expenses incurred in connection with the Additional Sampling, including, but not limited to, GM's outside counsel fees.

3. Interview.

- a. The ACC and FCR have requested that GM make available for interview a manager knowledgeable about the design and functionality of databases containing information about Asbestos Claims against GM Entities.
- b. GM will make available for interview a person knowledgeable about (a) how GM determined what portion of data would be transferred from its database to MLC; (b) how GM affected such transfer of information; (c) how GM ensured the integrity of the transferred data was maintained; and (d) whether any information in the database relating to Asbestos Claims was not transferred to MLC, and similar items.
- c. Any interview conducted under this Section 3 will take place at the offices of GM's counsel, Honigman Miller Schwartz and Cohn LLP, and will be conducted during the period commencing August 23, 2010 through September 8, 2010, at times agreeable to all of the parties to this Agreement. The interview will be limited to 90 minutes. Except as otherwise ordered by the Court or agreed by the parties to this Agreement, attendance at the interviews will be limited to: (i) GM's designated interviewee, (ii) GM's counsel, (iii) MLC's counsel, (iv) MLC's asbestos claims estimation expert, (v) the ACC's members and counsel, (vi) the ACC's asbestos claims estimation expert, (vii) the FCR and his counsel, (viii) the

FCR's asbestos claims estimation expert, (ix) the Creditors' Committee's counsel, and (x) the Creditors' Committee's asbestos claims estimation expert.

4. Confidentiality.

- a. All documents produced pursuant to this Agreement and any information or testimony provided in connection with the interviews to be conducted pursuant to this Agreement will be subject to a confidentiality agreement to be executed by all of the parties to this Agreement. Such confidentiality agreement will limit the dissemination of documents and information to the parties listed in section 3.c. above, and will limit the use of such documents and information to the process of estimating MLC's liability for asbestos-related claims; provided, however, that, consistently with reasonably protecting the confidentiality of documents and information provided under this Agreement, the parties will cooperate in providing procedures (for example, redaction, filing under seal, or the like) for the use of, and reference to, such documents and information in expert reports and opinions, other papers filed with the Bankruptcy Court or any reviewing court, and otherwise in proceedings before any such court.
- b. The terms and conditions of this Agreement are confidential and not intended for dissemination beyond the parties to this Agreement, except to the extent that the other parties to this agreement consent in writing or the disclosure is otherwise required (via subpoena or court order) in connection with any legal, regulatory, governmental or administrative process or proceeding to which such party is subject; provided, however, that the resolution of the Rule 2004 Applications by agreement shall be reported to the Bankruptcy Court on the record.

5. Reservation of Rights. In the event a motion for estimation of asbestos-related claims is filed, the parties to this Agreement reserve the right to initiate additional discovery and the parties to this Agreement agree that all such discovery, and all objections thereto, will be subject to the Federal Rules of Civil Procedure, as adopted by the Federal Rules of Bankruptcy Procedure.

6. General Terms.

- a. This Agreement constitutes the entire understanding of the parties in connection with the subject matter of this Agreement and supersedes all prior proposals, negotiations, representations, understandings, commitments, and agreements, whether oral or written, with regard to the subject matter and provisions of this Agreement.
- b. This Agreement may not be modified, altered, or amended except by an agreement in writing signed by all parties.
- c. Each of the representatives executing this Agreement on behalf of the parties represents and warrants that he or she possesses the corporate power and authority to execute this Agreement on behalf of the respective parties and that this Agreement has been duly authorized by the parties.

- d. The parties agree that this Agreement is intended to benefit solely the parties to this Agreement and is not intended for the benefit of any third parties.
- e. This Agreement may be executed in any number of duplicate originals or counterparts, and each duplicate original or counterpart will be deemed an original and taken together will be one and the same instrument. The parties agree that their respective signatures may be electronically delivered, and that such electronic transmissions will be treated as originals for all purposes.

Dated: August \_\_, 2010

MOTORS LIQUIDATION COMPANY  
(f/k/a GENERAL MOTORS CORPORATION)

By: \_\_\_\_\_

Name:  
WEIL, GOTSHAL & MANGES LLP

Dated: August \_\_, 2010

GENERAL MOTORS, LLC  
(f/k/a NGMCO, LLC)

By: \_\_\_\_\_

Name:  
HONIGMAN MILLER SCHWARTZ AND COHN LLP

Dated: August \_\_, 2010

OFFICIAL COMMITTEE OF UNSEUCRED CREDITORS  
HOLDING ASBESTOS-RELATED CLAIMS

By: \_\_\_\_\_

Name:  
CAPLIN & DRYSDALE, CHARTERED

Dated: August \_\_, 2010

LEGAL REPRESENTATIVE FOR FUTURE ASBETSOS  
PERSONAL INJURY CLAIMANTS

By: \_\_\_\_\_

Name:  
STUZMAN, BROMBERG, ESSERMAN & PLIFKA

DETROIT.4295930.8

- d. The parties agree that this Agreement is intended to benefit solely the parties to this Agreement and is not intended for the benefit of any third parties.
- e. This Agreement may be executed in any number of duplicate originals or counterparts, and each duplicate original or counterpart will be deemed an original and taken together will be one and the same instrument. The parties agree that their respective signatures may be electronically delivered, and that such electronic transmissions will be treated as originals for all purposes.

Dated: August 5, 2010

MOTORS LIQUIDATION COMPANY  
(f/k/a GENERAL MOTORS CORPORATION)

By: \_\_\_\_\_

Name: Joseph H. Smolinsky  
WEIL, GOTSHAL & MANGES LLP

Dated: August \_\_, 2010

GENERAL MOTORS, LLC  
(f/k/a NGMCO, LLC)

By: \_\_\_\_\_

Name:  
HONIGMAN MILLER SCHWARTZ AND COHN LLP

Dated: August \_\_, 2010

OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
HOLDING ASBESTOS-RELATED CLAIMS

By: \_\_\_\_\_

Name:  
CAPLIN & DRYSDALE, CHARTERED

Dated: August \_\_, 2010

LEGAL REPRESENTATIVE FOR FUTURE ASBESTOS  
PERSONAL INJURY CLAIMANTS

By: \_\_\_\_\_

Name:  
STUZMAN, BROMBERG, ESSERMAN & PLIFKA

DETROIT.4295930.8

- d. The parties agree that this Agreement is intended to benefit solely the parties to this Agreement and is not intended for the benefit of any third parties.
- e. This Agreement may be executed in any number of duplicate originals or counterparts, and each duplicate original or counterpart will be deemed an original and taken together will be one and the same instrument. The parties agree that their respective signatures may be electronically delivered, and that such electronic transmissions will be treated as originals for all purposes.

Dated: August \_\_, 2010

MOTORS LIQUIDATION COMPANY  
(f/k/a GENERAL MOTORS CORPORATION)

By: \_\_\_\_\_

Name:  
WEIL, GOTSHAL & MANGES LLP

Dated: August \_\_, 2010

GENERAL MOTORS, LLC  
(f/k/a NGMCO, LLC)

By: \_\_\_\_\_

Name:  
HONIGMAN MILLER SCHWARTZ AND COHN LLP

Dated: August <sup>5</sup>\_\_, 2010

OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
HOLDING ASBESTOS-RELATED CLAIMS

By: Trevor W. Swett

Name: TREVOR W. SWETT  
CAPLIN & DRYSDALE, CHARTERED

Dated: August \_\_, 2010

LEGAL REPRESENTATIVE FOR FUTURE ASBESTOS  
PERSONAL INJURY CLAIMANTS

By: \_\_\_\_\_

Name:  
STUZMAN, BROMBERG, ESSERMAN & PLIFKA

DETROIT.4295930.8

- d. The parties agree that this Agreement is intended to benefit solely the parties to this Agreement and is not intended for the benefit of any third parties.
- e. This Agreement may be executed in any number of duplicate originals or counterparts, and each duplicate original or counterpart will be deemed an original and taken together will be one and the same instrument. The parties agree that their respective signatures may be electronically delivered, and that such electronic transmissions will be treated as originals for all purposes.

Dated: August \_\_, 2010

MOTORS LIQUIDATION COMPANY  
(f/k/a GENERAL MOTORS CORPORATION)

By: \_\_\_\_\_

Name:  
WEIL, GOTSHAL & MANGES LLP

Dated: August 12, 2010

GENERAL MOTORS, LLC  
(f/k/a NGMCO, LLC)

By: \_\_\_\_\_

*Robert B Weiss* w/consent *RG*  
Name: Robert B. Weiss  
HONIGMAN MILLER SCHWARTZ AND COHN LLP

Dated: August \_\_, 2010

OFFICIAL COMMITTEE OF UNSEUCRED CREDITORS  
HOLDING ASBESTOS-RELATED CLAIMS

By: \_\_\_\_\_

Name:  
CAPLIN & DRYSDALE, CHARTERED

Dated: August \_\_, 2010

LEGAL REPRESENTATIVE FOR FUTURE ASBETSOS  
PERSONAL INJURY CLAIMANTS

By: \_\_\_\_\_

Name:  
STUZMAN, BROMBERG, ESSERMAN & PLIFKA

DETROIT.4295930.8

# **EXHIBIT B**

**EXHIBIT B**

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

	X	
	:	
<b>In re</b>	:	<b>Chapter 11 Case No.</b>
	:	
<b>GENERAL MOTORS CORP., et al.</b>	:	<b>09-50026 (REG)</b>
	:	
<b>Debtors.</b>	:	<b>(Jointly Administered)</b>
	:	
	X	

**FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO THE DEBTORS BY THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS HOLDING ASBESTOS-RELATED CLAIMS**

Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, the Official Committee of Unsecured Creditors Holding Asbestos-Related Claims (“ACC”) hereby requests that Motors Liquidation Company, for itself and all other debtors in the above-captioned jointly administered bankruptcy cases, produce the documents described in the Document Requests below for inspection and copying at the offices of Caplin & Drysdale, Chartered, 375 Park Avenue, 35<sup>th</sup> Floor, New York, NY 10152, within 30 days of the date of service of these Requests or at such other time and place as may be ordered by the Court or agreed to by counsel.

**DEFINITIONS AND INSTRUCTIONS**

1. These Requests hereby incorporate by reference the standard definitions provided by Rule 7026-1 of the Local Rules of the United States Bankruptcy Court for the



Southern District of New York and Civil Rule 26.3 of the Local Rules of the United States District Court for the Southern District of New York.

2. These Requests shall be continuing and if, at any time after the date on which you respond to these Requests, you discover, obtain, or otherwise come into possession of additional information or documents responsive to these Requests, you must promptly supplement your response hereto by producing such information or documents.

3. “**Document**” is defined as broadly as permitted under Rule 34 of the Federal Rules of Civil Procedure, and includes all materials and things, in whatever form recorded or maintained, subject to production under that rule. These Requests specifically require the production of all non-identical copies of Documents, including drafts and copies upon which notations or additional writings have been made.

4. Each Request set forth herein refers to all Documents and property in Debtors’ custody, control, and possession, as well as Documents and property in the custody, control and possession of Debtors’ counsel, representatives, agents, servants, employees, investigators or consultants and, unless otherwise privileged, their counsel, representatives, agents, servants, employees, investigators or consultants. A Document is in Debtors’ “**possession, custody and control**” if Debtors have the legal right to obtain the Document, regardless of its source or present location.

5. With respect to any of the Documents or property requested, should any such Document or property be presently unavailable and/or if any such Document is not presently in Debtors’ possession, please identify each Document including: (a) the type or character of the Document (e.g., letter, memorandum, a signed statement, etc.); (b) the title, if any, of the

Document; (c) the name and address of the addressee of the Document; (d) the names and addresses of all recipients of copies of the Document; (e) all information contained in each such Document; (f) the date and circumstances under which each such Document ceased to be in your possession; (g) the time period during which each such Document was maintained; (h) the locations of each such Document; and (i) the person or persons from which each such Document may be obtained, including his or her name, present or last known business and home address and business and home telephone numbers.

6. “Or” is used in the all inclusive sense. If, for example, a request calls for any Documents which indicate x or y, any Documents which indicate both x and y should be produced, as well as any Documents that indicate either x or y. “Any” is also used in the inclusive sense; that is “any” means “any and all”.

7. “You” and “your” refer to Debtors as defined below.

8. As used herein, “Debtors” and “any Debtor” refer individually and collectively to Motors Liquidation Company and all of its subsidiaries, affiliates, divisions, and predecessors (including but not limited to the company formerly known as General Motors Corporation), its and their present and former officers, representatives, employees, agents, servants, counsel, investigators, consultants, and all other persons acting on its or their behalf.

9. As used herein, “New GM” refers individually and collectively to General Motors, LLC and all of its subsidiaries, affiliates, and divisions, its and their present and former officers, representatives, employees, agents, servants, counsel, investigators, consultants, and all other persons acting on its or their behalf.

10. As used herein, the present tense shall include the past tense and the past tense shall include the present tense.

11. As used herein, the singular shall include the plural and the plural shall include the singular.

12. **“Asbestos”** as used herein shall include all Asbestos or asbestiform minerals of either the amphibole or serpentine group, and shall include chrysotile, amosite, crocidolite, tremolite, anthophyllite and actinolite.

13. **“Asbestos-Containing Product”** is an inclusive term and includes, but is not limited to, Asbestos in any form or variety and any compound, material, manufactured or fabricated thing or equipment containing Asbestos in any form or variety. **“Asbestos-Containing Product”** is specifically not limited with respect to product type or form, such as thermal insulation, refractories, mastics, raw Asbestos, etc. and shall include all product types and forms.

14. An **“Asbestos Claim”** means any lawsuit, workers’ compensation claim, civil action, demand letter, notice of claim, proof of claim or any other similar assertion brought by an individual (or an individual’s personal representative) against any Debtor alleging bodily injuries or wrongful death allegedly caused by exposure to Asbestos or Asbestos-Containing Products. **“Asbestos Claim”** includes any claim or demand ever asserted against any Debtor regardless of how such claim was resolved (by settlement, dismissal, or otherwise) and regardless of whether such claim resulted in the filing of a civil lawsuit by the claimant.

15. **“GM Entity”** means Old GM (as defined below) and any subsidiary, affiliate, or predecessor thereof wherever located, specifically including any subsidiary, affiliate, or predecessor located, domiciled or doing business outside the United States.

16. “Old GM” means the entity formerly known as General Motors Corporation and now known as Motors Liquidation Company, the lead Debtor in the above-captioned bankruptcy case.

### **DOCUMENT REQUESTS**

Debtors are requested to produce for inspection and copying the following Documents:

1. All databases or other data compilations concerning past, pending, or future Asbestos Claims against any GM Entity. This request seeks databases or other data compilations that accumulate or summarize, on an aggregate basis or on a claim-by-claim basis, information regarding Asbestos Claims against any GM Entity, and information about resolved or unresolved Asbestos Claims that have been asserted against any GM Entity, such as the names of the claimants, their social security numbers (or the last four digits of such numbers), the filing dates for the claims, the nature and dates of the claimants’ alleged exposure to asbestos, the respective jurisdictions in which the claims were filed, the nature of the asbestos-related diseases or conditions asserted, the present status of the claims, the dates of any claim resolutions, the manner in which any such resolution was achieved (*e.g.*, by trial, settlement, or dismissal of the claim), the amount of any related judgments entered in favor of the claimant, defense costs, and the dollar amounts paid to resolve the claims.

2. All instructions, specifications, or other documentation concerning any database responsive to Request No. 1.

3. Any software necessary to use any database responsive to Request No. 1.

4. Any data, forecast, projection, report or analysis that Old GM relied on in computing its recorded liabilities or reserves for asbestos-related matters.

5. Documents sufficient to show the calculation of recorded liabilities or reserves for Asbestos Claims or related defense costs of any GM Entity.

6. Any data, forecast, projection, valuation, report or analysis concerning the number or value of Asbestos Claims filed against, to be filed against, resolved, or to be resolved by any GM Entity, including pending claims and claims projected or anticipated to be asserted at any future time.

7. With respect to any prepetition engagement of Hamilton Rabinovitz & Associates Inc. or Dr. Francine Rabinovitz (collectively, “**Hamilton Rabinovitz**”) by any GM Entity:

a. any document setting forth the terms of Hamilton Rabinovitz’s engagement;

b. any forecast, projection, valuation, report or analysis made by Hamilton Rabinovitz pursuant to such engagement with respect to the past, present, or future liability of any GM Entity for Asbestos Claims; and

c. all documents, data, assumptions, or other information provided to Hamilton Rabinovitz.

8. With respect to any prepetition engagement of Bates White LLC or Dr. Charles E. Bates (collectively, “**Bates White**”) by any GM Entity:

a. any document setting forth the terms of Bates White’s engagement;

b. any forecast, projection, valuation, report or analysis made by Bates White pursuant to such engagement with respect to the past, present, or future liability of any GM Entity for Asbestos Claims; and

c. all documents, data, assumptions, or other information provided to Bates White.

9. With respect to any prepetition engagement by any GM Entity of any expert other than Hamilton Rabinovitz or Bates White for the forecasting, projection, valuation, or analysis of Asbestos Claims or aggregate liability for Asbestos Claims:

a. any document setting forth the terms of the expert's engagement;

b. any forecast, projection, valuation, report or analysis made by the expert pursuant to such engagement with respect to the past, present, or future liability of any GM Entity for Asbestos Claims; and

c. all documents, data, assumptions, or other information provided to the expert for use or reference in its prepetition engagement.

10. All documents concerning economic, financial or budgetary aspects of the management, defense, settlement, or resolution of Asbestos Claims by any GM Entity.

11. All documents concerning strategies or processes used by any GM Entity for the management, defense, settlement, or resolution of Asbestos Claims.

12. All documents concerning the management, defense, or resolution of Asbestos Claims jointly with Ford Motor Company or its subsidiaries, or Chrysler Group, LLC, its predecessors in interest and subsidiaries.

13. All documents concerning changes or trends in the filing, management, valuation, defense settlement, or resolution of Asbestos Claims against any GM Entity.

14. All documents concerning any GM Entity's experience with asbestos personal injury litigation including, but not limited to (a) the supervision and conduct of any GM Entity's asbestos litigation defense; (b) the litigation and settlement strategies and experience of any GM Entity or those of any other Entity; (c) defenses raised or considered by any GM Entity to defend itself in Asbestos personal injury litigation; (d) settlements and judgments paid by any GM Entity in connection with Asbestos personal injury litigation; and (e) Asbestos Claims that were disposed of without payment by any GM Entity.

15. Documents sufficient to identify each lead trial counsel who defended any GM Entity in a jury trial of an Asbestos Claim after January 1, 2000.

16. Documents sufficient to identify any verdict rendered during the period January 1, 2000, through May 31, 2009, in the trial of an Asbestos Claim for which a GM Entity was a remaining defendant when the verdict was rendered, including the court and jurisdiction in which the matter was tried, the name and social security number (or last four digits thereof) of each plaintiff, the identity of plaintiff's counsel, the identity of lead trial counsel for the GM Entity, the disease alleged by the plaintiff, whether a verdict was returned in favor of the plaintiff against the GM Entity, the amount of the verdict as to all defendants, the amount of the verdict allocated to the GM Entity, and the amount of any post-verdict settlement or judgment paid by the GM Entity (or bonded if the case was appealed).

17. Documents sufficient to identify any lawyer, risk manager, claims adjuster, or other representative or employee who represented any GM Entity in the settlement or

resolution of a group of 500 or more Asbestos Claims entered into between January 1, 2000 and May 31, 2009.

18. Documents sufficient to identify all lawyers, risk manager, claims adjusters, or other representatives or employees of any GM Entity who had substantial responsibility for the management of Asbestos Claim matters at any time between January 1, 2000, and May 31, 2009.

19. Documents sufficient to identify any lawyer, risk manager, claims adjuster, or other representative or employee of any GM Entity who had substantial responsibility for Asbestos Claims involving mesothelioma at any time from January 1, 2000, until May 31, 2009.

20. Documents sufficient to identify any lawyer, risk manager, claims adjuster, or other representative who represented any GM Entity in the settlement of any Asbestos Claim between January 1, 2006, and May 31, 2009.

21. Documents sufficient to identify all individuals who had a substantial role in recommending or deciding on behalf of any GM Entity whether to settle or try Asbestos Claims at any time from January 1, 2000, until May 31, 2009.

22. Documents sufficient to identify all in-house personnel who at any time from January 1, 2000, until May 31, 2009, had a substantial role in making recommendations or decisions on:

(a) Strategies followed by any GM Entity for the management, defense, settlement, or resolution of Asbestos Claims;



(b) Economic, financial, and budgetary aspects of the management, defense, settlement, or resolution of Asbestos Claims by any GM Entity.

23. All documents concerning communication with any insurer concerning the number, size, timing, estimation, value, management, defense, settlement, or resolution of Asbestos Claims against any GM Entity.

24. Documents concerning any audits of settled Asbestos Claims against any GM Entity performed by or at the request of any insurer.

25. Documents sufficient to identify every Asbestos-Containing Product that any GM Entity ever manufactured, sold, distributed, marketed, or used, and to show as to each such product, the following:

(a) the entity that engaged in the manufacture, sale, distribution, marketing or use of the Asbestos-Containing Product (e.g., Old GM itself or specified subsidiaries, affiliates, or predecessors thereof);

(b) the brand name(s) of the product;

(c) the date the product first went into production;

(d) the last date the product was produced;

(e) the last date the product was sold;

(f) all manufacturing locations;

(g) dates of manufacture at each location;

(h) the percentage of Asbestos, and the dates and all reasons for any modification thereto;

(i) the type of Asbestos and any chemical analysis of the composition of such product;

(j) the source of supply for Asbestos used in the product and the period of time (e.g., 1970 to 1975) during which the relevant GM Entity drew upon that source for Asbestos;

(k) the color, physical characteristics, and appearance of the product;

(l) a full and precise description of all forms of packaging in which the product was sold or distributed, including, but not limited to, type of package, size, color(s), and writings thereon;

(m) all other names under which the product was sold, including without limitation, pursuant to the licensing of any entity unrelated to Old GM for sale of the product;

(n) the number and date of each patent or patent application pertaining to the product;

26. Documents concerning whether or in what circumstances any Asbestos-containing brake product manufactured, sold, distributed, marketed, or used by any GM Entity caused, contributed to causing, or is or was capable of causing or contributing to the causation of mesothelioma, lung cancer, any other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs.

27. Documents concerning whether or in what circumstances any Asbestos-containing friction products other than brakes, including without limitation clutch facings, manufactured, sold, distributed, marketed, or used by any GM Entity is or was capable of

causing or contributing to the causation of mesothelioma, lung cancer, any other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs.

28. All documents concerning the number, value, and timing of Asbestos Claims asserted or forecasted to be asserted against any GM Entity based on alleged exposure to locomotive brakes or insulation used in locomotives.

29. Documents sufficient to identify each GM Entity that manufactured, installed, serviced, replaced, marketed, or distributed Asbestos-containing locomotive brakes or insulation used in locomotives.

30. All documents concerning whether or in what circumstances locomotive brakes or insulation manufactured, installed, serviced, replaced, marketed, sold, distributed, or used by any GM Entity caused, contributed to causing, or is or was capable of causing or contributing to the causation of mesothelioma, lung cancer, any other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs.

31. All documents concerning the number, value, and timing of Asbestos Claims asserted or forecasted to be asserted against any GM Entity based on alleged exposure to Asbestos as Asbestos-containing products located in premises owned, leased, or controlled by a GM Entity.

32. All documents concerning Asbestos Claims arising out of or related to any Asbestos-Containing Products manufactured, sold, distributed, marketed, or used by any GM Entity outside the United States.

33. Documents sufficient to identify the premises of any GM Entity that have been alleged or shown to be a source of Asbestos exposure resulting in any Asbestos-related disease or health condition, including the location of each such premises, the nature of the business or industrial activities conducted there during the periods in which individuals have allegedly been exposed there to Asbestos, and the nature and purpose of the Asbestos or Asbestos-containing products alleged to have been the sources of such exposures.

34. All documents concerning whether or in what circumstances Chrysotile Asbestos caused, contributed to causing, or is or was capable of causing or contributing to the causation of mesothelioma.

35. All documents indexes or written lists of documents relating to Asbestos or Asbestos-containing products that are or were at any time in the possession of any GM Entity.

36. Documents sufficient to identify any document repositories, locations or facilities of any GM Entity or New GM, including electronic or on-line facilities, that contain documents concerning Asbestos or Asbestos-containing products.

37. Documents concerning any document retention policy or procedure adopted by any GM Entity or New GM.

38. All documents that the Debtors or New GM have provided to Remy International, Inc. in the course of these bankruptcy cases.

Dated: New York, New York  
\_\_\_\_\_, 2010

Respectfully submitted,

CAPLIN & DRYSDALE, CHARTERED

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Trevor W. Swett  
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*Attorneys for the Official Committee of Unsecured  
Creditors Holding Asbestos-Related Claims*

# EXHIBIT C

## **EXHIBIT C**

### **DEFINITIONS**

1. “Asbestos” as used herein shall include all Asbestos or asbestiform minerals of either the amphibole or serpentine group, and shall include chrysotile, amosite, crocidolite, tremolite, anthophyllite and actinolite.

2. “Asbestos-Containing Product” is an inclusive term and includes, but is not limited to, Asbestos in any form or variety and any compound, material, manufactured or fabricated thing or equipment containing Asbestos in any form or variety. “Asbestos-Containing Product” is specifically not limited with respect to product type or form, such as thermal insulation, refractories, mastics, raw Asbestos, etc. and shall include all product types and forms.

3. An “Asbestos Claim” means any lawsuit, workers’ compensation claim, civil action, demand letter, notice of claim, proof of claim or any other similar assertion brought by an individual (or an individual’s personal representative) against any Debtor alleging bodily injuries or wrongful death allegedly caused by exposure to Asbestos or Asbestos-Containing Products. “Asbestos Claim” includes any claim or demand ever asserted against any Debtor regardless of how such claim was resolved (by settlement, dismissal, or otherwise) and regardless of whether such claim resulted in the filing of a civil lawsuit by the claimant.

4. “GM Entity” means Old GM (as defined below) and any subsidiary, affiliate, or predecessor thereof wherever located, specifically including any subsidiary, affiliate, or predecessor located, domiciled or doing business outside the United States.

5. “Old GM” means the entity formerly known as General Motors Corporation and now known as Motors Liquidation Company, the lead Debtor in the above-captioned bankruptcy case.

**SUBJECT MATTERS OF TESTIMONY BY DESIGNATED CORPORATE REPRESENTATIVES**

1. The identification of each data base in your possession, custody, or control, that collects or compiles in digital or electronic form any information or details concerning Asbestos Claims (each, an “Asbestos Claims Database”). The identification of any Asbestos Claims Database should include the following information:

(a) any name or designation by which your employees or representatives routinely refer to the Asbestos Claims Database;

(b) the period of time to which the information contained in the database, taken as a whole, relates;

(c) identification of each GM Entity that is or was a defendant to any Asbestos Tort Claim reflected in the data that is contained in the Asbestos Claims Database;

(d) identification and description of all data fields or categories of information the Asbestos Claims Database was designed to include (for example, claimant’s name, date of birth, and social security number; date of first asbestos exposure; period of asbestos exposures; place(s) of exposure(s); products alleged to be sources of exposure; open or closed claim; if applicable, date of settlement, date of judgment, plaintiff’s or defendant’s verdict, amount of payment and date of payment);

(e) whether New GM has provided the Asbestos Claims Database in whole or in part to the Debtors and, if so, the date(s) on which the Asbestos Claims Database or



portions of its contents were so provided; the identity of each individual who was responsible for providing the Debtors with that information; and the identity of each individual who was responsible for receiving that information on behalf of the Debtors; and

(f) if any New GM has provided any Asbestos Claims Database to the Debtors in part, but not in whole, identification of which data fields or categories of information were withheld and the reasons for withholding them.

2. For each Asbestos Claims Database identified in responses to Topic No. 1, identification of the individual New GM considers most knowledgeable about the design, contents, and capabilities of the Asbestos Claims Database, the sources of information drawn upon in compiling the data, the processes and procedures employed in compiling and maintaining the Asbestos Claims Database, and the uses New GM or Old GM have made of the Asbestos Claims Database.

3. Identification of each lead trial counsel who defended an Old GM Entity in the jury trial of an Asbestos Claim at any time after January 1, 2000.

4. For the time period January 1, 2000, through May 31, 2009, identification of each trial of an Asbestos Claim that went to verdict at a time when any GM Entity was a remaining defendant, and for each such trial the following information: the court and jurisdiction in which the matter was tried, the name of plaintiff, the identity of plaintiff's counsel, the identity of lead trial counsel for the GM Entity, the disease alleged by plaintiff, whether a verdict was returned in favor of plaintiff, the amount of the verdict as to all defendants, the amount of the verdict allocated to the GM Entity, and the amount of any post-verdict settlement or judgment paid by the GM Entity (or bonded by the GM Entity if the case

was appealed); and the identification of source materials from which this information was obtained.

5. Identification of any lawyer, claims adjuster, or other representative who represented any GM Entity in the settlement or resolution of a group of 500 or more Asbestos Claims entered into between January 1, 2000, and May 31, 2000.

6. Identification of any lawyer, claims adjuster, or other representative who represented any GM Entity in the settlement of any Asbestos Claim which was entered into between January 1, 2006, and May 31, 2009.

7. Identification of all lawyers, risk managers, claims adjusters, or other representatives or employees of any GM Entity who had substantial responsibility for Asbestos Claim matters at any time between January 1, 2000, and May 31, 2009.

8. Identification of all lawyers, risk managers, claims adjusters, or other representatives or employees of any GM Entity who had substantial responsibility for Asbestos Claims involving mesothelioma at any time from January 1, 2000, until May 31, 2009.

9. Identification of all individuals who had a substantial role in recommending or deciding on behalf of any GM Entity whether to settle or try Asbestos Claims at any time from January 1, 2000, until May 31, 2009.

10. Identification of all individuals who, at any time from January 1, 2000, until May 31, 2009, had a substantial role in making recommendations or decisions upon (a) strategies followed by any GM Entity for the management, defense, or resolution of Asbestos Claims, or (b) economic, financial, or budgetary aspects of the management, defense, or resolution of Asbestos Claims by any GM Entity.

11. Old GM's experience with asbestos personal injury litigation, including, but not limited to (a) the supervision and conduct of any GM Entity's Asbestos litigation defense; (b) the litigation and settlement strategies and experience of any GM Entity; (c) defenses raised or considered by any GM Entity to defend itself in Asbestos personal injury litigation; and (d) Asbestos Claims that were disposed of without payment by any GM Entity.

12. The management, defense, or resolution of Asbestos Claims jointly with Ford Motor Company, Chrysler Group LLC, or their predecessors, subsidiaries and affiliates.

13. The identification and description of every Asbestos-Containing Product that any GM Entity ever manufactured, sold, distributed, marketed, or used, including for each such product the following information:

- (a) the identity of each GM Entity that engaged in the manufacture, sale, distribution, marketing or use of the Asbestos-Containing Product (e.g., GM itself or specified subsidiaries, affiliates, or predecessors);
- (b) the brand name(s) of the product;
- (c) the date the product first went into production;
- (d) the last date the product was produced;
- (e) the last date the product was sold;
- (f) all manufacturing locations;
- (g) dates of manufacture at each location;
- (h) the percentage of Asbestos, and the dates and all reasons for any modification thereto;

- (i) the type of Asbestos and any chemical analysis of the composition of such product;
- (j) the specific source of Asbestos with dates;
- (k) the color, physical characteristics, and appearance of the product;
- (l) a full and precise description of all forms of the package in which the product was sold or distributed, including, but not limited to, type of package, size, color(s), and writings thereon;
- (m) all other names under which the product was sold, including without limitation, pursuant to a GM Licensed Product;
- (n) the number and date of each patent or patent application as to the product.

14. The number, value, and timing of Asbestos Claims asserted or forecasted to be asserted against any GM Entity based on alleged exposure to locomotive brakes or insulation used in locomotives.

15. Identification of each GM Entity that manufactured, installed, serviced, replaced, marketed, or distributed Asbestos-containing locomotive brakes or insulation used in locomotives.

16. Whether or in what circumstances locomotive brakes or insulation manufactured, installed, serviced, replaced, marketed, sold, distributed, or used by any GM Entity is or was capable of causing or contributing to the causation of mesothelioma, lung cancer, any other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs.

17. The number, value, and timing of Asbestos Claims asserted or forecasted to be asserted against any GM Entity based on alleged exposure to Asbestos in premises owned, leased, or controlled by a GM Entity.

18. Asbestos Claims arising out of or related to any Asbestos-Containing Products manufactured, sold, distributed, marketed, or used by any GM Entity outside the United States.

19. Identification of the premises of any GM Entity that has been alleged or shown to be a source of Asbestos exposure resulting in any Asbestos-related disease or health condition, including the location of each such premises, the nature of the business or industrial activities conducted there during the periods in which individuals have allegedly been exposed there to Asbestos, and the nature and purpose of the Asbestos-containing products alleged to have been the sources of such exposures.

20. Whether or in what circumstances any Asbestos-containing brake products manufactured, sold, distributed, marketed, or used by any GM Entity have caused, contributed to the causation of, or are or were capable of causing or contributing to the causation of mesothelioma, lung cancer, any other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs;

21. Whether or in what circumstances any Asbestos-containing friction products other than brakes, including without limitation clutch facings, manufactured, sold, distributed, marketed, or used by any GM Entity have caused, contributed to the causation of, or are or were capable of causing or contributing to the causation of mesothelioma, lung cancer, any

other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs; and

22. Whether or in what circumstances Chrysotile Asbestos is or was capable of causing or contributing to the causation of mesothelioma.

23. Whether or in what circumstances Asbestos-containing locomotive brakes or insulation products used in locomotives have caused, contributed to the causation of, or are or were capable of causing or contributing to the causation of mesothelioma, lung cancer, any other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs.

24. Whether or in what circumstances exposures to Asbestos or Asbestos-containing products in premises owned, leased, or controlled by any GM Entity have caused, contributed to the causation of, or was capable of causing or contributing to the causation of mesothelioma, lung cancer, any other form of cancer or malignant disease, asbestosis, pleural effusions, pleural plaques, or any other non-malignant disease or abnormal condition of the lungs.

25. The identification of all documents or other sources from which the information provided with respect to the foregoing subject matters was obtained.

26. The conduct and results of searches for documents responsive to discovery requests issued by the ACC.

# EXHIBIT D

## **EXHIBIT D**

### **DOCUMENT REQUESTS**

Please produce the following information in searchable electronic form:

1. The claim information electronically maintained by You in current datafield format for each Mesothelioma Claimant.
2. The amounts paid to each Mesothelioma Claimant by You.
3. The claim status of each Mesothelioma Claimant who filed a claim against You but has received no recovery from You (*i.e.*, whether that claim is still pending or has instead been dismissed).
4. Any listing or database maintained by You regarding sites where Your asbestos-containing products or the asbestos-containing products of other producers, suppliers, distributors, or manufacturers were used.

### **TOPICS**

1. The source, creation, maintenance, format and use of the electronic claim and site information described above.

### **DEFINITIONS**

1. “Mesothelioma Claimants” shall mean those individuals identified in the enclosed list of claimants.
2. “You” shall mean the recipient of this subpoena, and all of its subsidiaries, affiliates, divisions, and predecessors and their present and former officers, representatives, employees, agents, servants, counsel, investigators, consultants, and all other persons acting on its or their behalf.



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*Attorneys for the Official Committee of  
Unsecured Creditors Holding Asbestos-Related Claims*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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

**PROPOSED ORDER GRANTING THE APPLICATION OF THE OFFICIAL  
COMMITTEE OF UNSECURED  
CREDITORS HOLDING ASBESTOS-RELATED CLAIMS  
FOR AN ORDER PURSUANT TO BANKRUPTCY RULE 2004 AUTHORIZING  
THE TAKING OF DOCUMENT DISCOVERY AND DEPOSITION TESTIMONY  
FROM THE DEBTORS, FROM GENERAL MOTORS, LLC, ITS  
SUBSIDIARIES AND AFFILIATED COMPANIES, AND FROM CERTAIN  
NONBANKRUPT ASBESTOS DEFENDANTS**

Upon the Application (“**Application**”) of the Official Committee of Unsecured  
Creditors Holding Asbestos-Related Claims (“**ACC**”) for an order pursuant to Rule 2004 of

the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) authorizing the ACC to commence discovery for purposes of estimating the value of the Debtors’ aggregate liability for pending and future claims for asbestos-related personal injury and wrongful death; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and good and sufficient notice of the Application having been given; and no other or further notice being required; and sufficient cause appearing therefor; it is

**ORDERED** that the Application is **GRANTED**; and it is further

**ORDERED** that the ACC may serve, and the Debtors and New GM are directed to respond to, document requests along the lines set forth in **Exhibit B** to this Application; and it is further

**ORDERED** that the ACC may serve, and the Debtors and New GM are directed to respond to, subpoenas directing them to designate individuals to testify on their behalf with respect to subject matters along the lines of those set out in **Exhibit C**; and it is further

**ORDERED** that the ACC may serve, and Certain Asbestos Defendants (as defined in the Application) are directed to respond to, subpoenas directing them to designate individuals to testify on their behalf with respect to subject matters along the lines of those set out in **Exhibit D**, and to produce documents as set forth in **Exhibit D**; and it is further

**ORDERED** that the ACC may serve, in due course, pursuant to Bankruptcy Rule 2004, without further order of the Court, such additional discovery requests upon any

person as the ACC may appropriate for the purposes of estimating the Debtors' aggregate liability for Asbestos Claims, subject however, to the right of persons receiving such requests to raise objections and be heard for resolution of the same; and it is further

**ORDERED**, that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York  
\_\_\_\_\_, 2010

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HONORABLE ROBERT E. GERBER  
UNITED STATES BANKRUPTCY JUDGE