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*Attorneys for Jackson-Dawson Communications, Inc.*

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

In re

General Motors Corp., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

**LIMITED OBJECTION OF JACKSON-DAWSON COMMUNICATIONS, INC. TO  
DEBTORS' NOTICE OF INTENT TO ASSUME AND ASSIGN CERTAIN  
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,  
AND UNEXPIRED LEASES OF NONRESIDENTIAL PROPERTY**

Jackson-Dawson Communications, Inc. ("Jackson-Dawson"), by and through its undersigned counsel, for its objection (the "Cure Objection") to the proposed cure amount ("Cure Amount") listed on Debtors' Contract Notices website (the "Website") pursuant to this Court's Sale Procedures Order and paragraph A of the Assumption and Assignment Notice respectfully represents:

1. On June 1, 2009 (the "Petition Date"), the Debtors filed their voluntary petition for relief in this Court under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code").

2. Prior to the Petition Date, Jackson-Dawson entered into various contracts, purchase orders, and agreements whereby Jackson-Dawson would provide goods and services in exchange for timely payments of same by Debtors (collectively, the "Contracts").

3. Pursuant to the Sale Procedures Order, the Debtors delivered its Assumption and Assignment Notice dated June 5, 2009 which included instructions to access the Website on which Jackson-Dawson could view a listing of those executory contracts Debtors may seek to assume and assign in connection with the sale of substantially all of its assets, and by its calculations, any corresponding proposed Cure Amount in connection with such contract or leases.

4. At the time this Cure Objection was filed, the Website identified nine Contracts the Debtors may seek to assume and assign in connection with the sale of substantially all of its assets and a total Cure Amount of \$917,705.00 due and owing to Jackson-Dawson under the identified Contracts.

5. Jackson-Dawson does not object to the assumption and assignment of its Contract(s) *per se* and has begun, or is prepared to begin, its efforts to reach a consensual resolution of the Cure Amount with Debtors. However, as the Cure Amount has not yet been resolved, Jackson-Dawson, for purposes of preserving its objection rights as to the proposed Cure Amount, makes this Cure Objection pursuant to paragraph 8 of the Assumption and Assignment Notice.

#### **Limited Objection to Proposed Cure Amount**

6. Jackson-Dawson objects to the proposed Cure Amount listed on the Website as it does not fully cure and compensate Jackson-Dawson for Debtors' default(s). The correct Cure Amount, according to Jackson-Dawson's books and records is \$1,237,524.36, which includes those Contracts and invoices identified on the Website totaling \$917,705.00 as well as invoices not listed totaling \$319,819.36.

7. Jackson-Dawson reserves its right to amend or supplement this objection if, for example, Debtors seek to assume and assign additional Contracts after the Objection Deadline or



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**CERTIFICATE OF SERVICE**

I hereby certify that on June 12, 2009, I caused to be filed by electronic filing with the United States Bankruptcy Court for the Southern District of New York the Limited Objection of Jackson-Dawson Communications, Inc. to Debtors' Notice of Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Property, using the ECF system which will send notification of such filing to registered users in the case; and to be served via E-Mail and FedEx for overnight delivery on the following at the addresses set forth below.

Diana G. Adams, Esq. Office of the U.S. Trustee for the Southern District of New York 33 Whitehall Street, 21 <sup>st</sup> Floor New York, NY 10004	Warren Command Center Mailcode 480-206-114 General Motors Corporation Cadillac Building 30009 Van Dyke Avenue Warren, MI 48090-9025
Harvey Miller, Esq. Stephen Karotkin, Esq. Joseph H. Smolinsky, Esq. Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 <a href="mailto:harvey.miller@weil.com">harvey.miller@weil.com</a> <a href="mailto:stephen.karotkin@weil.com">stephen.karotkin@weil.com</a> <a href="mailto:joseph.smolinsky@weil.com">joseph.smolinsky@weil.com</a>	John J. Rapisardi, Esq. Cadwalader, Wickersham & Taft LLP One World Financial Center New York, NY 10281 <a href="mailto:john.rapisardi@cwt.com">john.rapisardi@cwt.com</a>

<p>Matthew Feldman, Esq.  U.S. Department of Treasury  1500 Pennsylvania Avenue NW, Room 2312  Washington, DC 20220</p>	<p>Michael J. Edelman, Esq.  Michael L. Schein, Esq.  Vedder Price, P.C.  1633 Broadway, 47<sup>th</sup> Floor  New York, NY 10019  <a href="mailto:mjedelman@vedderprice.com">mjedelman@vedderprice.com</a>  <a href="mailto:mschein@vedderprice.com">mschein@vedderprice.com</a></p>
<p>Kenneth Eckstein, Esq.  Thomas Moers Mayer, Esq.  Kramer Levin Naftalis &amp; Frankel LLP  1177 Avenue of the Americas  New York, NY 10036  <a href="mailto:keckstein@kramerlevin.com">keckstein@kramerlevin.com</a>  <a href="mailto:tmayer@kramerlevin.com">tmayer@kramerlevin.com</a></p>	<p><u>Chambers Copy</u>  Hon. Robert E. Gerber  United States Bankruptcy Court  Southern District of New York  One Bowling Green, Room 621  New York, NY 10004-1408</p>

Dated: New York New York  
June 12, 2009

BUTZEL LONG, a professional corporation

By:  /s/ Robert Sidorsky  
Robert Sidorsky, Esq.