

HEARING DATE AND TIME: April 26, 2011 at 9:45 a.m. (Eastern Time)
RESPONSE DEADLINE: April 19, 2011 at 4:00 p.m. (Eastern Time)

David A. Golin
ARNSTEIN & LEHR LLP
120 S. Riverside Plaza, Suite 1200
Chicago, Illinois 60606
Telephone: (312) 876-7800
Facsimile: (312) 876-0288

Attorneys for Sentry Select Insurance Company

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

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

**NOTICE OF HEARING ON MOTION OF SENTRY SELECT INSURANCE COMPANY
FOR RECONSIDERATION OF CLAIM NO. 44306**

PLEASE TAKE NOTICE that upon the annexed Motion, dated March 25, 2011 (the "Motion"), of Sentry Select Insurance Company ("Sentry Select"), pursuant to 11 U.S.C. § 502(j), for reconsideration of its proof of claim filed against Motors Liquidation Company, f/k/a General Motors Corporation, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **April 26, 2011 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of

the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in test-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Arnstein & Lehr LLP, attorneys for Sentry Select Insurance Company, 120 South Riverside Plaza, Suite 1200, Chicago, Illinois 60606 (Attn: David A. Golin, Esq.); (ii) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (iii) the Debtor, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iv) General Motors LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (v) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (vi) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vii) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (viii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New

York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (x) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (xi) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); (xii) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.); and (xiii) Girard Gibbs LLP, attorneys for class action plaintiff Jason Anderson and all others similarly situated, 601 California Street, Suite 1400, San Francisco, California 94108 (Attn: Eric H. Gibbs, Esq. and A.J. De Bartolomeo, Esq.), so as to be received no later than **April 19, 2011 at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, Sentry Select may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: March 28, 2011

/s/ David A. Golin

David A. Golin
ARNSTEIN & LEHR LLP
120 S. Riverside Plaza, Suite 1200
Chicago, IL 60606
Phone: (312) 876-7100
Fax: (312) 876-0288

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David A. Golin
ARNSTEIN & LEHR LLP
120 S. Riverside Plaza, Suite 1200
Chicago, Illinois 60606
Telephone: (312) 876-7800
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Attorneys for Sentry Select Insurance Company

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

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

**MOTION OF SENTRY SELECT INSURANCE COMPANY
FOR RECONSIDERATION OF CLAIM NO. 44306**

Sentry Select Insurance Company (“Sentry Select”), by its attorneys, pursuant to 11 U.S.C. § 502(j), files this motion (the “Motion”) for reconsideration of its proof of claim filed against Motors Liquidation Company, f/k/a General Motors Corporation (“GM”), and states as follows:

Sentry Select Insurance Policies

1. Prior to the commencement of GM’s chapter 11 case, Sentry Select issued product liability insurance policies (the “Policies”) to certain GM dealers (the “Dealers”).
2. Under the Policies, Sentry Select generally agreed to insure (subject to the terms of the insuring agreements) the Dealers against product liability, injury and damage claims that arose against the Dealers with regard to vehicles manufactured by GM and sold by the Dealers.

Under a Dealers' Franchise Agreement with GM, GM agreed to assume the defense of the Dealers and indemnify the Dealers on product liability, injury and damage claims of third parties for defective manufacturing and design of GM vehicles sold by the Dealers.

3. Pursuant to Section 509(a) of title 11, United States Code (the "Bankruptcy Code"), a Dealer is subrogated to the rights of such third party creditors to the extent it pays such claim. Under each of the Policies, Sentry holds a contractual right of subrogation of the Dealers' claims against GM to the extent of any payment made by Sentry under the Policies. GM rejected or terminated certain Dealers' Franchise Agreements.

Sentry Select Claim No. 44306

4. On November 24, 2009, Sentry Select filed a proof of claim against GM which was designated as claim no. 44306 ("Claim No. 44306"). A copy of Claim No. 44306 is attached hereto as Exhibit A. In Claim No. 44306, Sentry Select asserted:

Sentry, pursuant to its contractual right of subrogation under the Policies and its statutory right of subrogation under 11 U.S.C. § 509, asserts a claim for damages against the Debtor for any and all past, present, and future subrogation or other claims the Dealerships hold against the Debtor based upon payments that Sentry has made or may make on behalf of Dealerships under the Policies for any and all past, present, and future products liability and injury claims and for any other damages arising from the Debtor's rejection of the Franchise Agreements to which Sentry is entitled by subrogation.

5. As of the commencement of GM's chapter 11 case, and as of the time that Claim No. 44306 was filed, the claim was entirely contingent and unliquidated.

6. Subsequent to the filing of Claim No. 44306, the claim became fixed and liquidated, in part.

7. One of the Dealers to whom Sentry Select issued a Policy was C Thompson Automotive, Inc. ("Thompson"). A copy of the declarations for the Policy issued by Sentry Select to Thompson (the "Thompson Policy") is attached hereto as Exhibit B.

8. On July 14, 2009, a lawsuit was filed by Northern Insurance Company of New York (“Northern”) against Thompson in the State Court of South Carolina. The complaint alleged that Northern’s insured, Dwight E. Funderburk d/b/a DEF Properties (“DEF”): (a) purchased a vehicle from Thompson, (b) parked the vehicle in a warehouse owned by DEF, and (c) incurred damages from a fire in the warehouse caused by defective parts in the vehicle and improper service. A copy of the complaint is attached hereto as Exhibit C. Sentry Select settled the litigation by making a payment on behalf of Thompson to Northern in the amount of \$340,000. The settlement check cleared on December 13, 2010. A copy of the settlement check is attached hereto as Exhibit D. Sentry Select also incurred attorneys’ fees and expenses of \$10,540.97 in connection with this matter.

9. Additionally, at this time there are five other lawsuits pending that were filed against former GM Dealers insured by Sentry Select alleging defective manufacturing and/or design. As of January 26, 2011, Sentry Select has paid \$231,151.86 in attorneys’ fees and costs related to these matters, as follows:

<u>Dealer</u>	<u>Plaintiff</u>	<u>Payments</u>
Brunson Automobile Sales, Inc.	Jamie Risher Stacy Risher Jamie Risher, Jr.	\$43,933.07
Boles Chevrolet, Inc.	Scott Hardin	\$5,891.58
Tony March Buick	Danny Mangru	\$4,206.45
Agresta Pontiac Buick GMC, Inc.	Homer Pratt	\$156,832.12
Crown Chevrolet	Lamonte Johnson	\$20,288.64

Debtors’ 110th Omnibus Objection

10. On December 3, 2010, GM and its affiliated debtors (the “Debtors”) filed the Debtors’ 110th Omnibus Objection to Claims seeking the entry of an order disallowing and expunging certain claims referred to as “Contingent Co-Liability Claims” under section 502(e)(1)(B) of the Bankruptcy Code. Section 502(e)(1)(B) provides, in part:

[T]he court shall disallow any claim for reimbursement or contribution of an entity that is liable with the debtor on ... the claim of a creditor, to the extent that ...

(B) such claim for reimbursement or contribution is contingent as of the time of allowance or disallowance of such claim for reimbursement or contribution;

11 U.S.C. § 502(e)(1)(B). Included among the Contingent Co-Liability Claims was Claim No. 44306.

11. On January 14, 2011, this Court entered an order granting the Debtors' 110th Omnibus Objection to Claims. Claim No. 44306 was included among the claims disallowed by the order.

12. Sentry Select, however, was not served with a copy of the Debtors' 110th Omnibus Objection to Claims.

13. The Affidavit of Service filed by Danielle Zahaba, the project supervisor with The Garden City Group, Inc. (the claims and noticing agent for the Debtors), states that a copy of the Debtors' 110th Omnibus Objection to Claims was served by first class mail on "Sentry Insurance a Mutual Company, Attn: Kenneth J. Erler, Associate Counsel, 1800 North Point Drive, Stevens Point, Wisconsin 54481." Sentry Insurance a Mutual Company ("Sentry Insurance") is an affiliate of Sentry Select, but is a separate insurance company that also issued policies to GM auto dealerships.

14. Neither Sentry Insurance nor Sentry Select, however, actually received a copy of the Debtors' 110th Omnibus Objection to Claims.

Debtors' 120th Omnibus Objection

15. Moreover, on December 21, 2010, the Debtors filed their 120th Omnibus Objection to Claims seeking to disallow certain claims on the basis that they are identical to and duplicative of one or more claims filed by the same claimant against another Debtor. Included

among the claims on Exhibit A to the objection to be disallowed was the claim filed by Sentry Insurance against MLCS, LLC, f/k/a Saturn LLC (claim no. 44304). The corresponding claim listed on Exhibit A to the objection as the surviving claim is Claim No. 44306. On January 26, 2011, Sentry Insurance and Sentry Select filed a response to the Debtors' 120th Omnibus Objection. The hearing with respect to these claims was adjourned to April 26, 2011.

Reconsideration of Claim No. 44306

16. Pursuant to section 502(j) of the Bankruptcy Code, claim No. 44306 may be reconsidered for cause:

(j) A claim that has been ... disallowed may be reconsidered for cause. A reconsidered claim may be allowed ... according to the equities of the case
....

11 U.S.C. § 502(j)

17. Pursuant to Rule 3008 of the Federal Rules of Bankruptcy Procedure, Sentry Select may move for reconsideration of Claim No. 44306:

A party in interest may move for reconsideration of an order allowing or disallowing a claim against the estate. The court after hearing on notice shall enter an appropriate order.

Fed. R. Bank. P. 3008

18. Claim No. 44306 was disallowed by this Court pursuant to section 502(e)(1)(B) of the Bankruptcy Code as a contingent claim for contribution.

19. Section 502(e)(2) of the Bankruptcy Code, however, provides:

A claim for reimbursement or contribution of such an entity that becomes fixed after the commencement of the case shall be determined, and shall be allowed ... the same as if such claim had become fixed before the date of the filing of the petition.

11 U.S.C. § 502(e)(2)

20. A claim that was disallowed under section 502(e)(1)(B) may be reconsidered pursuant to section 502(j) if the claim has become fixed and liquidated. See *In re Agway, Inc.*, 2008 WL 2827489 (Bankr. N.D. N.Y. 2008).

21. Cause exists for this Court to reconsider Claim No. 44306 and to allow it in the amount of \$581,629.83:

- a. Claim No. 44306 is now fixed and liquidated, in part, in the amount of \$581,629.83;
- b. Sentry Select did not receive notice of the Debtors' 110th Omnibus Objection to Claims or the hearing thereon;
- c. Sentry Select received notice of the Debtors' 120th Omnibus Objection to Claims which stated that Claim No. 44306 would be a surviving claim.

WHEREFORE, Sentry Select prays that the Court reconsider Claim No. 44306 and allow it in the amount of \$581,629.83.

SENTRY SELECT INSURANCE COMPANY

Dated: March 28, 2011

/s/ David A. Golin
David A. Golin

ARNSTEIN & LEHR LLP
120 S. Riverside Plaza, Suite 1200
Chicago, IL 60606
Phone: (312) 876-7100
Fax: (312) 876-0288

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Exhibit A

COPY



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK **PROOF OF CLAIM**

Name of Debtor (Check Only One): Case No.

Motors Liquidation Company (f/k/a General Motors Corporation) 09-50026 (REG)


MLCS, LLC (f/k/a Saturn, LLC) 09-50027 (REG)

MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) 09-50028 (REG)

MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.) 09-13558 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Your Claim Is Scheduled As Follows:



Name of Creditor (the person or other entity to whom the debtor owes money or property): **Sentry Select Insurance Company**

Name and address where notices should be sent:
Sentry Select Insurance Company
1800 North Point Drive
Stevens Point, WI 54481
Attn: Kenneth J. Erler, Associate Counsel
Telephone number: 715-346-6718
Email Address:

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

Telephone number: _____

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ unliquidated

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

2. Basis for Claim: See Exhibit A attached hereto & incorporated by reference
(See instruction #2 on reverse side.)

- Specify the priority of the claim.
- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
 - Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
 - Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
 - Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
 - Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 - Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)).
 - Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$ _____
- *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Equipment Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate: % _____

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

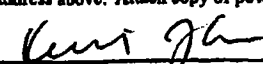
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

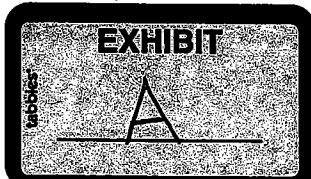
Date: 11.23.09

Signature:  The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Kenneth J. Erler, Associate Counsel

FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571. Modified B10 (GCC) (12/88)



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286. IF BY HAND OR OVERNIGHT COURIER: THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1 2009, the date of commencement of these cases (See DEFINITIONS, below). Attach documentation supporting such claim.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

INFORMATION

**EXHIBIT TO SENTRY INSURANCE'S PROOF OF CLAIM
MOTORS LIQUIDATION COMPANY f/k/a GENERAL MOTORS CORP.**

Sentry Select Insurance Company ("Sentry") issued product liability insurance policies ("Policies") to certain of Motors Liquidation Company and MLCS, LLC ("Debtor") car dealerships ("Dealerships") for policy periods effective before and after the filing of this matter.

Under the Policies, Sentry generally agreed to insure (subject to the terms of the insuring agreements) the Dealerships against product liability and injury claims that arose against the Dealerships with regard to vehicles manufactured by Debtor and sold by the Dealerships. Under the Dealership's Franchise Agreement with Debtor, Debtor was liable with the Dealership on product liability and injury claims of third parties arising from vehicles manufactured by Debtor and sold by the Dealerships. The Debtor has rejected certain Dealerships' Franchise Agreements. Pursuant to 11 U.S.C. § 509, the Dealerships are subrogated to the rights of such third party creditors to the extent it pays such claim. Under each of the Policies, Sentry holds a contractual right of subrogation of the Dealerships' claims against Debtor to the extent of any payment made by Sentry under the Policies.

Sentry, pursuant to its contractual right of subrogation under the Policies and its statutory right of subrogation under 11 U.S.C. § 509, asserts a claim for damages against the Debtor for any and all past, present, and future subrogation or other claims the Dealerships hold against the Debtor based upon payments that Sentry has made or may make on behalf of Dealerships under the Policies for any and all past, present, and future products liability and injury claims and for any other damages arising from the Debtor's rejection of the Franchise Agreements to which Sentry is entitled by subrogation.

Sentry expressly reserves the right to amend or supplement this Proof of Claim at any time for whatever reason, including without limitation, for the purpose of filing additional claims or to specify the amount of Sentry's claim.

By virtue of filing this Proof of Claim, Sentry does not waive and expressly reserves its right to pursue claims against the Debtor based upon alternative legal theories. The Policies are not attached to this Proof of Claim and will be provided upon request.

Exhibit B

COMMERCIAL GARAGE DECLARATIONS

COMMERCIAL GARAGE POLICY
POLICY NUMBER 49-80440-01

ITEM ONE - NAMED INSURED

FIRST NAMED INSURED: C THOMPSON AUTOMOTIVE INC

ITEM TWO - SCHEDULE OF COVERAGES AND AUTO

THIS POLICY PROVIDES ONLY THOSE COVERAGES SHOWN BELOW. EACH OF THE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS". "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTOS SECTION OF THE GARAGE COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE. ENTRY OF A SYMBOL NEXT TO LIABILITY PROVIDES COVERAGE FOR "GARAGE OPERATIONS".

COVERAGE	COVERED AUTO SYMBOLS	LIMIT
LIABILITY	21	EACH "ACCIDENT" "GARAGE OPERATIONS" "AUTO" ONLY \$500,000 OTHER THAN "AUTO" \$500,000 AGGREGATE "GARAGE OPERATIONS" OTHER THAN "AUTO" \$1,500,000
AUTO MEDICAL PAYMENTS	22	\$1,000
MEDICAL PAYMENTS	PREMISES	\$1,000
UNINSURED MOTORISTS	26	\$75,000
UNDERINSURED MOTORISTS	26	\$75,000
PHYSICAL DAMAGE COVERAGE - COMPREHENSIVE	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.
PHYSICAL DAMAGE COVERAGE - COLLISION	28,30,31	SEE ITEM SEVEN OR ITEM NINE OF THE DECLARATIONS FOR APPLICABLE LIMITS OF INSURANCE AND DEDUCTIBLES.

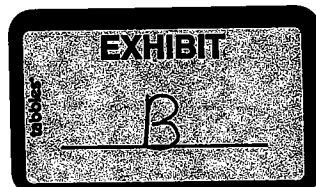
FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:

CA 00 40 02 03	CA 02 30 06 99	CA 21 19 08 01
CA 21 88 08 01	CA 23 84 01 06	CA 25 01 12 93
CA 25 05 07 97	CA 70 00 06 87	CA 88 00 10 01
CA 88 03 05 00	CA 88 08 05 00	CA 88 50 10 01
CA 88 56 10 01	CA 88 57 08 03	CA 88 76 03 04
CA 88 80 05 04	CA 88 85 07 05	CA 99 03 07 97
CA 99 44 12 93	GA 000100 05 00	GA 000900 06 02
IL 00 21 07 02		

ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

LOCATION #	LOCATION ADDRESS		
001	1706 MONTAGUE AVE	GREENWOOD	SC 29649

CA DS 09 10 01 (MECH)



ITEM FOUR - LIABILITY COVERAGE

PREMIUM RATING BASIS

OPERATOR CLASSIFICATIONS

- CLASS I-A PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS, SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND OTHER EMPLOYEES IF PROVIDED A FURNISHED "AUTO".
- CLASS I-B PROPRIETORS, PARTNERS, AND OFFICERS ACTIVE IN THE BUSINESS, SALES PERSONS, GENERAL MANAGERS OR SERVICE MANAGERS AND OTHER EMPLOYEES IF NOT PROVIDED A FURNISHED "AUTO".
- CLASS I-C ALL OTHER COMPANY EMPLOYEES NOT PROVIDED A FURNISHED "AUTO".
- CLASS II-A NON-EMPLOYEES UNDER AGE 25 PROVIDED A FURNISHED "AUTO".
- CLASS II-B NON-EMPLOYEES AGE 25 AND OVER PROVIDED A FURNISHED "AUTO".
- CLASS II CONTRACT DRIVERS OR A PERSON:
 - A) UNDER CONTRACT WITH THE NAMED INSURED TO DRIVE COVERED AUTOS TO A LOCATION SPECIFIED BY THE NAMED INSURED
 - B) EMPLOYED BY AN ORGANIZATION THE NAMED INSURED HIRES TO PROVIDE DRIVERS TO DRIVE COVERED AUTOS TO A SPECIFIED LOCATION.

LOC.#	CLASS	FACTOR	#PERSONS	UNITS
001	I-A	1.00	8.00	8.00
	I-B	0.70	11.00	7.70
	I-C	0.40	25.00	10.00

ITEM FIVE - OPTIONAL COVERAGE

BROADENED COVERAGE - GARAGES

LIMITS OF INSURANCE

PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE \$500,000
FIRE LEGAL LIABILITY LIMIT OF INSURANCE \$50,000 FOR ANY ONE FIRE

OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

LIMITS OF INSURANCE

\$25,000 PER "OPERATIONS SUIT" DEDUCTIBLE \$1,000
NO AGGREGATE LIMIT OF INSURANCE "OPERATIONS SUITS"

EMPLOYMENT PRACTICES

LIMITS OF LIABILITY

\$500,000 EACH "ACT"
\$1,500,000 ANNUAL AGGREGATE

10.0% DEDUCTIBLE

CA DS 09 10 01 (MECH)

ITEM SEVEN - PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE - INTERESTS

WITH RESPECT TO DEALER'S "AUTOS", THE FOLLOWING PHYSICAL DAMAGE COVERAGES APPLY TO YOUR INTEREST IN COVERED "AUTOS" YOU OWN AND YOUR INTEREST AND YOUR CREDITORS INTEREST, IF NAMED AS A LOSS PAYEE, IN COVERED "AUTOS" FINANCED BY YOUR CREDITORS:

TYPE OF AUTOS	COVERAGES		
	COLLISION	COMPREHENSIVE	FALSE PRETENSE
NEW "AUTOS" OWNED	X	X	X
BUICK NEW FINANCED "AUTOS"	X		
GMC NEW FINANCED "AUTOS"	X		
NISSAN NEW FINANCED "AUTOS"	X		
PONTIAC NEW FINANCED "AUTOS"	X		
USED "AUTOS" OWNED	X	X	X
SERVICE AND DEMO "AUTOS"	X	X	X

CA DS 09 10 01 (MECH)

PHYSICAL DAMAGE LIMITS AND COVERAGES

LOCATION NUMBER	COVERAGE	LIMIT OF INSURANCE FOR EACH LOCATION
001	COMPREHENSIVE	\$960,000 MINUS \$500 DEDUCTIBLE FOR EACH COVERED "AUTO" SUBJECT TO \$2,500 AGGREGATE DEDUCTIBLE* FROM ANY ONE OCCURRENCE*
	COLLISION	\$7,310,000 MINUS \$500 DEDUCTIBLE FOR EACH COVERED "AUTO"

*THE PHYSICAL DAMAGE DEDUCTIBLES FOR OTHER THAN COLLISION COVERAGE APPLY TO: "LOSS" CAUSED BY ALL COVERED CAUSES OF "LOSS".

WIND AND HAIL DEDUCTIBLE

FOR ALL "LOSS" CAUSED BY WIND AND HAIL, THE FOLLOWING DEDUCTIBLES REPLACE THE DEDUCTIBLES INDICATED ABOVE:

\$250 FOR EACH COVERED "AUTO". THE AGGREGATE DEDUCTIBLE DOES NOT APPLY.

OTHER LOCATIONS

FOR "LOSS" AT LOCATIONS OTHER THAN THOSE LISTED IN ITEM THREE OF THE DECLARATIONS, A LIMIT OF \$2,420,000 APPLIES TO COVERED "AUTOS" IN TRANSIT AND ANY ADDITIONAL LOCATION WHERE YOU STORE COVERED "AUTOS".

FALSE PRETENSE

PER PERSON LIMIT: \$50,000 DEDUCTIBLE: \$500 FOR EACH COVERED "AUTO"

AUTO DEALERS PHYSICAL DAMAGE REPORTING BASIS

QUARTERLY: YOU MUST GIVE US YOUR REPORTS BY THE FIFTEENTH OF THE FOURTH MONTH AFTER THE POLICY BEGINS. YOUR SUBSEQUENT REPORTS MUST BE GIVEN TO US BY THE FIFTEENTH OF EVERY THIRD MONTH. YOUR REPORTS MUST CONTAIN THE VALUE OF THE LAST BUSINESS DAY OF EVERY THIRD MONTH WITHIN THE POLICY PERIOD.

DEALER SPECIAL REPAIR PERCENTAGES

REPAIR PERCENTAGES	YOUR "AUTOS"	PARTS	75%	LABOR	75%
	"CUSTOMER'S AUTOS"	PARTS	75%	LABOR	75%

CUSTOMERS' PERSONAL PROPERTY

THE MOST WE WILL PAY IN ANY ONE "LOSS" TO "CUSTOMER'S PERSONAL PROPERTY" IS \$7,000.

CA DS 09 10 01 (MECH)

HIRED AUTO PHYSICAL DAMAGE COVERAGE

PHYSICAL DAMAGE COVERAGE IS PROVIDED FOR LEASED, HIRED, RENTED OR BORROWED (DOES NOT INCLUDE "AUTO" LEASED, RENTED OR BORROWED FROM AN "EMPLOYEE", PARTNER, MEMBER IF YOU ARE A LIMITED LIABILITY COMPANY OR MEMBERS OF THEIR HOUSEHOLDS) VEHICLES AS INDICATED IN THE SCHEDULE.

SCHEDULE

COVERAGES	LIMITS OF INSURANCE THE MOST WE WILL PAY	DEDUCTIBLE
COMPREHENSIVE	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250
COLLISION	ACV, OR COST OF REPAIRS WHICHEVER IS LESS MINUS DEDUCTIBLE	\$250

ITEM EIGHT - MEDICAL PAYMENTS COVERAGE

REFER TO ITEM NINE FOR COVERED "AUTOS" INSURED ON A SPECIFIED CAR BASIS. MEDICAL PAYMENTS COVERAGES APPLY IF THE APPROPRIATE ENDORSEMENT(S) IS/ARE ATTACHED TO THIS POLICY:

CA 25 05 GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

CA 99 03 AUTO MEDICAL PAYMENTS COVERAGE

COMMERCIAL GARAGE POLICY

COMMERCIAL GARAGE DECLARATIONS(CONT.)

POLICY NUMBER 49-80440-01

ITEM NINE - SCHEDULE OF COVERED AUTOS WHICH ARE INSURED ON A SPECIFIED CAR BASIS
 PER "AUTO" COVERAGES, LIMITS AND DEDUCTIBLES ARE LISTED BELOW. ABSENCE
 OF AN INDIVIDUAL "AUTO" ENTRY MEANS THAT THE COVERAGE DOES NOT APPLY.

*** NO SCHEDULED VEHICLES EXIST FOR THIS POLICY. ***

L	T	COV	SUB	L	R	R	-LIAB	LIMITS-	---	PIP---	-PHYSL-	A	P	D								
D	CODE	LNE	CLS	M	A	S	BI/MP	PD	LIM	COD	B	OTC	COL	PRC	E	C	L	A	S	E	D	ZO
HCCM	1	156A	618	6619	1							069			A				9		000	
HCCL	1	156A	618	6619	1								099		A				9		000	
FEC	1	106A	611	7040	1		16								A				9		000	
CAT	1	152Z	618	730100	1							203			X	T			9		000	

CA DS 09 10 01 (MECH)

Exhibit C

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

IN THE CIRCUIT COURT
IN THE EIGHTH JUDICIAL CIRCUIT

NORTHERN INSURANCE COMPANY)
OF NEW YORK,)

Plaintiff,)

v.)

C. THOMPSON AUTOMOTIVE, INC.)

Defendant)

09-CP-24-01017

COMPLAINT
(JURY TRIAL DEMANDED)

2009 JUN 14 PM 11 35

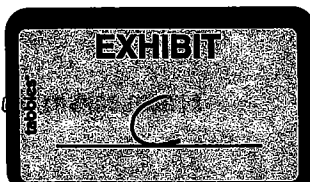
FILED & RETURNED TO
CIRCUIT COURT
GREENWOOD COUNTY, S.C.

Plaintiff, Northern Insurance Company of New York, by and through undersigned
counsel, complains of Defendant, C. Thompson Automotive, Inc., and alleges:

THE PARTIES

1. Plaintiff, Northern Insurance Company of New York (hereinafter referred to as
"Plaintiff"), is and has been at all materials times a foreign corporation that writes policies of
insurance throughout the United States, to include the State of South Carolina, specifically
writing a policy of property insurance for the warehouse located at 1633 Rivers Street in
Greenwood, South Carolina.

2. Defendant, C. Thompson Automotive, Inc. (hereinafter referred to as
"Thompson") is and has been at all material times an active South Carolina corporation
authorized to do business and sell GM manufactured products in Greenwood County, South
Carolina with a principal place of business located at 1706 Montague Avenue, Greenwood, SC
29649, that maintains the following registered agent in South Carolina: A. Claude Thompson,
1706 Montague Avenue, Greenwood, SC 29649.



JURISDICTION AND VENUE

3. Jurisdiction and venue are properly before this Court in that the events leading to the cause of action occurred in Greenwood County, the property that is the subject matter of this action is situated in Greenwood County, and the defendant has at all material times conducted business in Greenwood County, South Carolina.

FACTUAL BACKGROUND

4. On April 24, 2007, a 2000 GMC truck, VIN 1GDHC33RXYF457103 ("the vehicle") owned by Plaintiff's insured was parked in the 25,000 square foot warehouse owned by Plaintiff's insured located at 1633 Rivers St., Greenwood, SC 29649 (hereinafter referred to as the "warehouse") with the vehicle not running.

5. The Plaintiff's insured purchased the vehicle new from Thompson.

6. On April 24, 2007, the warehouse was the subject of a fire (hereinafter referred to as "the fire").

7. The fire originated from the engine compartment of the vehicle.

8. After providing notice and coordinating attendance of all parties and their representatives, on June 21, 2007, the vehicle was examined by automotive engineers at a storage facility in Hoschton, GA.

9. During the June 21, 2007 examination, the cause of the fire was determined to be a degraded, rubberized, GM-installed valve cover gasket.

10. The degraded valve cover gasket allowed engine oil to leak onto the exhaust manifold, and the heat of the exhaust manifold was sufficient to ignite the oil and cause the fire.

11. The fire spread from the vehicle to the structure of the warehouse.

12. From the time that the vehicle was first purchased by the Plaintiff's insured to the time of the fire, no one had performed any work or modifications on the valve cover, valve cover gasket, or exhaust manifold.

13. From the time that the subject vehicle was first purchased to the time of the fire, no warning or instruction was provided to the Plaintiff's insured regarding the unreasonably dangerous condition created by the tendency of the rubberized, GM-installed valve cover gasket to degrade in seven years.

14. As a direct result of the degraded, rubberized, GM-installed valve cover gasket, the vehicle caught fire, and the fire spread to the warehouse and its contents.

15. On a date prior to April 24, 2007, Plaintiff issued a policy of insurance that was in effect on April 24, 2007 to Plaintiff's insured, providing property insurance coverage for the warehouse located at 1633 Rivers Street in Greenwood, South Carolina.

16. A copy of the insurance contract is not attached hereto because the terms of the policy are not in issue and the only question concerning the policy is its issuance and the payment under the policy to Plaintiff's insured.

17. As a result of the fire, Plaintiff's insured made a property insurance claim with Plaintiff pursuant to the policy of insurance issued by Plaintiff to Plaintiff's insured which Plaintiff fully paid in full discharge of its obligations under the policies in an amount in excess of \$10,000.

18. Documents evidencing the payments by Plaintiff to and/or on behalf of its insured are not attached hereto because there is no dispute between Plaintiff and Plaintiff's insured that such payments were made.

19. Plaintiff made the payments under its insurance policy with Plaintiff's insured in order to protect Plaintiff's interest as subrogee/insurer.

9000 [JOB NO. 6141] 07/22/2009 WED 11:47

20. Plaintiff did not make the payments as a volunteer but did so after a valid claim was presented by Plaintiff's insured.

21. Plaintiff is not primarily liable for the damages incurred by Plaintiff's insured, but GM is primarily liable for the damages incurred by Plaintiff's insured.

22. Plaintiff paid to its insured the entire amount owed to its insured under the policy of insurance.

23. Subrogation will not work any injustice to the rights of any person or entities.

24. Having paid its insured for the above damages pursuant to the policies of insurance issued to its insured, Plaintiff is subrogated to its insured's right to bring this action against those responsible for the damage incurred.

25. As a result of the fire, the Plaintiff incurred damages to the warehouse and its contents and additional expenses for loss of use for a total loss in excess of \$10,000.

26. This action is brought against Thompson following the bankruptcy proceeding instituted by General Motors Corporation, which Plaintiff sued in this Court in the matter of *Northern Insurance Company of New York v. General Motors Corporation*, Greenwood County Court of Common Pleas, Civil Action No. 2008-CP-24-312, a lawsuit that is now stayed as a result of the bankruptcy proceeding.

COUNTY

NEGLIGENCE AGAINST THOMPSON

27. Plaintiff incorporates and re-alleges, as if fully set forth herein, the allegations contained in all preceding paragraphs.

28. GM designed, manufactured, and distributed the vehicle and originally placed it into the stream of commerce.

07/22/2009 11:41 AM [FOR NO. 1141] 5002

29. GM had a duty to design, manufacture, and distribute vehicles which were safe and free of defects.

30. GM had a duty to warn persons who might reasonably use GM vehicles latent dangerous defects in the vehicles.

31. It was foreseeable by GM that if GM designed, manufactured, and distributed a vehicle with a latent defect and/or if GM failed to warn of such defect, persons or entities, such as Plaintiff, in using the vehicle or in proximity to the vehicle could incur personal or property damage.

32. As the seller of the vehicle, the above duties also existed as to Thompson and extended to Plaintiff's insured.

33. The fire was the result of a malfunction of the vehicle in the course of its ordinary use.

34. The malfunction of the vehicle was due to a defective condition in the vehicle, to wit: a rubberized, GM-installed valve cover gasket which had a tendency to and did degrade, thus allowing oil to leak onto the exhaust manifold, and the heat of the exhaust manifold was sufficient to ignite the oil and cause the fire.

35. The vehicle contained the above defect when it left GM's possession and control and when it left Thompson's control.

36. Thompson breached the above duties by designing, manufacturing, and distributing the vehicle in a defective condition and/or by failing to provide adequate warning and/or instruction regarding a component part which was known, or in the exercise of ordinary care should have been known, to degrade and create an unsafe condition and/or by failing to adopt a safer, practical, feasible, or otherwise reasonable alternative design or formulation for the

07/22/2009 WED 11:47 [JOB NO. 6141] 000

valve cover gasket that could then have been reasonably adopted that would have prevented or substantially reduced the risk of harm without substantially impairing the usefulness, practicality, or desirability of the vehicle.

37. As a direct and proximate result of the aforesaid negligence and/or negligent acts and/or negligent omissions, Plaintiff incurred the damages alleged above.

WHEREFORE, Plaintiff respectfully requests judgment against Thompson for an amount in excess of \$10,000 together with pre-verdict interest, post-verdict interest, the costs of this action as allowed by law, and such other relief as this Court deems just and proper.

COUNT II

STRICT LIABILITY AGAINST THOMPSON

38. Plaintiff incorporates and re-alleges, as if fully set forth herein, the allegations preceding Count I.

39. GM and Thompson manufactured, sold, and distributed the vehicle and originally placed it into the stream of commerce.

40. The vehicle is the type of product that GM and Thompson are in the business of manufacturing, selling, and distributing.

41. The vehicle was defective and unreasonably dangerous in that it contained a valve cover gasket that had a tendency to degrade in the ordinary course of its use allowing oil to leak onto the exhaust manifold, and the heat of the exhaust manifold was sufficient to ignite the oil and cause the fire.

42. The vehicle was in the defective condition at the time that it left the possession or control of GM and at the time that it left the possession or control of Thompson.

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43. The vehicle was expected to and did reach the owner of the vehicle alleged herein without substantial change in its condition.

44. The vehicle was used for its intended purpose and/or for a purpose that was reasonably foreseeable by GM and by Thompson.

45. As a direct and proximate result of the aforesaid defective and unreasonably dangerous condition, Plaintiff incurred the damages alleged above.

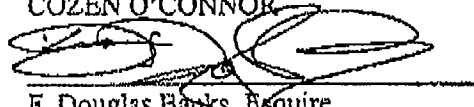
WHEREFORE, Plaintiff respectfully requests judgment against Thompson for an amount in excess of \$10,000 together with pre-verdict interest, post-verdict interest, the costs of this action as allowed by law, and such other relief as this Court deems just and proper.

A TRIAL BY JURY IS DEMANDED ON ALL ISSUES

Respectfully submitted, this 13th day of July, 2009.

COZEN O'CONNOR

By:



F. Douglas Banks, Esquire
S.C. Bar # 66554
One Wachovia Center
301 S. College Street
Suite 2100
Charlotte, North Carolina 28202
Phone: (704) 376-3400
Fax: (704) 334-3351
Email: DBanks@cozen.com
Website: www.cozen.com
Attorney for Plaintiff

CHARLOTTE221601 203858 000

Exhibit D



CLAIM ACCOUNT

END

No. 42856507

WELLS FARGO BANK OHIO, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

CLAIM NO. 57P031056	DATE OCC. 04/24/07	INSURED C THOMPSON AUTOMOTIVE INC	DATE ISSUED 11/19/10	53-382 112
PAYMENT COVERS: SETTLEMENT PER AGREEMENT			AMOUNT: \$**340,000.00	

3042

PAY THREE HUNDRED FORTY THOUSAND AND NO/100

TO THE ORDER OF
NORTHERN INSURANCE CO OF NEW YORK

SENTRY SELECT INSURANCE COMPANY

573-20372

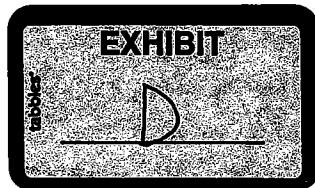
Jerry B...

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ENDORSEMENT OF EACH PAYEE REQUIRED
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FOR DEPOSIT ONLY
TO THE ACCOUNT OF
ZURICHINSURANCE COMPANY



Posting Date
12/13/2010

Posting Account
9600031681

Amount
\$340,000.00

Serial No.
42856507

Bank Reference No.
20101213858179109401

Volume
20101231114302

David A. Golin
ARNSTEIN & LEHR LLP
120 S. Riverside Plaza, Suite 1200
Chicago, Illinois 60606
Telephone: (312) 876-7800
Facsimile: (312) 876-0288

Attorneys for Sentry Select Insurance Company

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

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

**ORDER GRANTING MOTION OF SENTRY SELECT INSURANCE COMPANY
FOR RECONSIDERATION OF CLAIM NO. 44306**

This matter coming on to be heard on the motion (the "Motion") of Sentry Select Insurance Company, pursuant to 11 U.S.C. § 502(j), for reconsideration of its proof of claim ("Claim No. 44306") filed against Motors Liquidation Company f/k/a General Motors Corporation; due and proper notice of the Motion having been provided, and it appearing that no other further notice need be provided; and the Court having found and concluded that cause exists for the reconsideration of Claim No. 44306 and for the relief granted herein;

IT IS HEREBY ORDERED that:

1. The portion of this Court's prior order entered on January 14, 2011 disallowing Claim No. 44306 is vacated; and

2. Claim No. 44306 is allowed in the amount of \$581,629.83.

Dated: April __, 2011
New York, NY

United States Bankruptcy Judge

9501081.1