

PLEASE TAKE NOTICE that upon the annexed *The Economic Loss Plaintiffs' Motion* to: (1) *Extend Bankruptcy Rule 7023 to these Proceedings*; (2) *Approve the Form and Manner of Notice*; (3) *Grant Class Certification for Settlement Purposes Upon Final Settlement Approval*; (4) *Appoint Class Representatives and Class Counsel For Settlement Purposes*; and (5) *Approve the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Rule 23* (the "**Motion**"), a hearing will be held before the Honorable Martin Glenn, United States Bankruptcy Judge, in Room 523 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **March 11, 2019 at 10:00 a.m. (EST)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to this 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 text-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) Drinker Biddle & Reath LLP, attorneys for Wilmington Trust Company as GUC Trust Administrator, 1177 Avenue of the Americas, 41st Floor, New York, New York 10166 (Attn: Kristin K. Going, Esq. & Marita S. Erbeck, Esq.); (ii) FTI Consulting, as the GUC Trust Monitor, 3 Times Square, 9th Floor New York, NY 10036 (Attn: Conor Tully); (iii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, attorneys for the United States Department of the Treasury, 1285 Avenue of the Americas, New York, New York 10019

(Attn: Douglas R. Davis, Esq.); (iv) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Erik Rosenfeld); (v) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 31th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vi) Brown Rudnick LLP, designated counsel in the Bankruptcy Court for the Ignition Switch Plaintiffs and Certain Non-Ignition Switch Plaintiffs, Seven Times Square, New York, New York 10036 (Attn: Edward S. Weisfelner, Esq. & Howard S. Steel, Esq.); (vii) Stutzman, Bromberg, Esserman & Plifka, a Professional Corporation, designated counsel in the Bankruptcy Court for the Ignition Switch Plaintiffs and Certain Non-Ignition Switch Plaintiffs, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq.); (viii) Hagens Berman Sobol Shapiro LLC, co-lead counsel for the Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs in the MDL Court, 1301 2nd Ave., Suite 2000, Seattle, WA 98101 (Attn: Steve W. Berman, Esq.); (ix) Lieff Cabraser Heimann & Bernstein, LLP, co-lead counsel for the Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs in the MDL Court, 275 Battery Street, 29th Floor, San Francisco, California 94111 (Attn: Elizabeth J. Cabraser, Esq.); (x) Andrews Myers, P.C., counsel to certain Pre-Closing Accident Plaintiffs, 1885 St. James Place, 15th Floor, Houston, Texas 77056 (Attn: Lisa M. Norman, Esq. & T. Joshua Judd, Esq.); (xi) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Room 1006, New York, New York 10014 (Attn: William K. Harrington, Esq.); and (xii) Cole Schotz, P.C., counsel for Certain Ignition Switch Pre-Closing Accident Plaintiffs Represented by The Cooper Firm and Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., 1325 Avenue of the Americas, 19th Floor, New York, New York 10019 (Attn:

Mark Tsukerman, Esq.) so as to be received no later than March 4, 2019 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, the movants may, on or before the Objection Deadline, submit to the Court an order substantially in the form of the proposed order attached to the Motion, which order may be entered with no further notice or opportunity to be heard.

Dated: February 1, 2019
New York, New York

Respectfully submitted,

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By and through their undersigned counsel, prospective class representatives for the Ignition Switch Plaintiffs (the “**Ignition Switch Class Representatives**”)¹ and prospective class representatives for the Non-Ignition Switch Plaintiffs (the “**Non-Ignition Switch Class Representatives**,”² and together with the Ignition Switch Class Representatives, the “**Economic Loss Plaintiffs**”) respectfully submit *The Economic Loss Plaintiffs’ Motion to: (1) Extend Bankruptcy Rule 7023 to These Proceedings; (2) Approve the Form and Manner of Notice; (3) Grant Class Certification for Settlement Purposes Upon Final Settlement Approval; (4) Appoint Class Representatives and Class Counsel for Settlement Purposes; and (5) Approve the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Rule 23* (the “**Motion**”).³ In support thereof, the Economic Loss Plaintiffs respectfully represent as follows:

PRELIMINARY STATEMENT

1. Almost ten years ago, Old GM filed for chapter 11 bankruptcy in this Court, having knowledge of the Ignition Switch Defect, yet failing to disclose it.⁴ Shortly after the filing, on July 5, 2009, the Court approved the 363 Sale, and both Old and New GM kept the Ignition Switch Defect hidden.⁵ A few months later, the Court established November 30, 2009

¹ The term “**Ignition Switch Plaintiffs**” shall mean those plaintiffs asserting economic loss claims or persons suffering economic losses who, prior to July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047 (the “**Ignition Switch Defect**”).

² The term “**Non-Ignition Switch Plaintiffs**” shall mean those plaintiffs asserting economic loss claims or persons suffering economic losses who, prior to July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags or power steering included in Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 and 14V-153.

³ Except where otherwise indicated, references to “ECF No. _” are to docket entries in the Bankruptcy Court proceedings: *In re Motors Liquidation Co.*, Bankr. Case No. 09-50026 (MG). Capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement, attached hereto as **Exhibit A**.

⁴ See *In re Motors Liquidation Co.*, 529 B.R. 510, 557 (Bankr. S.D.N.Y. 2015) (the “**April 2015 Decision**”).

⁵ See *Elliott v. General Motors LLC (In re Motors Liquidation Co.)*, 829 F.3d 135, 149-50 (2d Cir. 2016).

as the deadline for filing proofs of claim against Old GM (the “**Bar Date**”), and the cover-up of the Ignition Switch Defect by Old and New GM continued.⁶

2. It was not until 2014 that New GM issued a multitude of recalls for safety defects in millions of Old GM vehicles, including the Ignition Switch Defect and other defects in ignition switches, side airbags, and power steering—defects that have caused death, personal injury, and billions of dollars in economic losses.⁷

3. Old GM’s failure to provide owners and lessees of these defective vehicles with actual notice of the Bar Date despite Old GM’s knowledge of the defects was a grave violation of due process.⁸ As this Court succinctly stated:

Old GM failed to provide the [Ignition Switch and Ignition Switch Pre-Closing Accident] Plaintiffs with the notice that due process requires. And because that failure prejudiced them in filing timely claims, the Plaintiffs were prejudiced as a result. . . . [T]he remedy with respect to the denial of notice sufficient to enable the filing of claims before the Bar Date is obvious. That is leave to file late claims.

In re Motors Liquidation Co., 529 B.R. at 574, 583.

4. On December 22, 2016, the Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs, and certain Pre-Closing Accident Plaintiffs filed motions seeking authority to

⁶ See In re Motors Liquidation Co., 529 B.R. at 535.

⁷ The Ignition Switch Defect has caused at least 124 deaths and 274 injuries. See Clifford Atiyeh, GM Ignition Switch Review Complete: 124 Fatalities, 274 Injures, CAR AND DRIVER (Aug. 3, 2015), <https://www.caranddriver.com/news/a15353429/gm-ignition-switch-review-complete-124-fatalities-274-injuries/>.

⁸ See In re Motors Liquidation Co., 529 B.R. at 574, 583 (holding that the failure to provide actual notice of the Bar Date to Ignition Switch and Ignition Switch Pre-Closing Accident Plaintiffs violated due process); Elliott, 829 F.3d at 159-60 (“The facts paint a picture that Old GM did nothing, even as it knew that the ignition switch defect impacted consumers. . . . Old GM knew that the defect caused stalls and had linked airbag non-deployments to the defect by May 2009.”); *id.* at 148-50 (detailing Old GM’s knowledge of the Ignition Switch Defect relying on, *inter alia*, the Valukas Report, a report detailing the results of an investigation by an attorney hired by New GM). Although Non-Ignition Switch Plaintiffs and Non-Ignition Switch Pre-Closing Accident Plaintiffs have not yet demonstrated a due process violation, they have argued that they can demonstrate a violation of their due process rights in connection with the Bar Date.

file late claims against the Old GM estate (the “**Late Claims Motions**”).⁹ Thereafter, certain Plaintiffs filed joinders to these Late Claims Motions and other Plaintiffs filed additional Late Claims Motions.

5. Following the filing of the Late Claims Motions, counsel for the Economic Loss Plaintiffs, certain Pre-Closing Accident Plaintiffs, the GUC Trust, and the Participating Unitholders engaged in good faith, arm’s-length negotiations concerning a potential settlement that would resolve the many disputes related to the Late Claims Motions. However, the GUC Trust abruptly decided not to execute the agreement and, after conducting a trial, the Court determined that the unexecuted settlement agreement was unenforceable.¹⁰ Subsequently, after the GUC Trust retained new counsel and enacted management changes, a new settlement agreement was entered into by certain Plaintiffs and the GUC Trust on April 24, 2018 (and amended on May 22, 2018) (the “**Prior Settlement**”).¹¹ The Court held that the Prior Settlement as drafted could not be approved unless the Ignition Switch and Non-Ignition Switch Plaintiffs can certify one or more classes for settlement under Rule 23 and denied the Prior Settlement Motion without prejudice.¹²

⁹ The term “**Pre-Closing Accident Plaintiffs**” shall mean those plaintiffs asserting personal injury or wrongful death claims or persons who suffered a personal injury or wrongful death arising from an accident that occurred prior to the Closing Date involving an Old GM vehicle that was later subject to the Recalls. The Pre-Closing Accident Plaintiffs are comprised of a subset asserting claims or who suffered an injury or death involving an Old GM vehicle with an Ignition Switch Defect (the “**Ignition Switch Pre-Closing Accident Plaintiffs**”), and a subset asserting claims or who suffered an injury or death involving vehicles with other defects (the “**Non-Ignition Switch Pre-Closing Accident Plaintiffs**”). Collectively, the Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs, and the Pre-Closing Accident Plaintiffs who have signed the Settlement Agreement are “**Plaintiffs**.”

¹⁰ See *In re Motors Liquidation Co.*, 580 B.R. 319 (Bankr. S.D.N.Y. 2018).

¹¹ See *Motion of Motors Liquidation Company GUC Trust to Approve (I) the GUC Trust Administrator’s Actions and (II) the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Bankruptcy Code Sections 105, 363, and 1142 and Bankruptcy Rules 3002 and 9019 and to (III) Authorize the Reallocation of GUC Trust Assets*, dated May 3, 2018 [ECF No. 14293] (the “**Prior Settlement Motion**”).

¹² See *In re Motors Liquidation Co.*, 591 B.R. 501 (Bankr. S.D.N.Y. 2018) (the “**Rule 23 Decision**”).

6. Further negotiations between counsel for the Economic Loss Plaintiffs, certain Pre-Closing Accident Plaintiffs (together, the “**Signatory Plaintiffs**”), the GUC Trust (together with the Signatory Plaintiffs, the “**Parties**”), and the Participating Unitholders following this decision culminated in the Parties’ agreement to the settlement that is the subject of the 9019 Motion and this Motion (the “**Settlement**,” and the agreement documenting it, the “**Settlement Agreement**”).¹³

7. The key terms of the Settlement are as follows. After notice and an opportunity to object and following entry of the Final Approval Order, all Plaintiffs will be deemed to have waived and released any rights or claims against the GUC Trust, Wilmington Trust Company as trust administrator and trustee of the GUC Trust (the “**GUC Trust Administrator**”), FTI Consulting, Inc., as monitor of the GUC Trust (in such capacity, the “**GUC Trust Monitor**”), the Motors Liquidation Company Avoidance Action Trust (the “**Avoidance Action Trust**”) and holders of beneficial interests in the GUC Trust (the “**Unitholders**”). The waiver and release (the “**Release**”) applies to Plaintiffs’ claims or rights, including any rights to any assets that are presently in the GUC Trust and any distributions that have previously been made to Unitholders (collectively, “**GUC Trust Assets**”) and to distributions that have or will be made by the Avoidance Action Trust.

8. In exchange, under the Settlement Agreement, the GUC Trust agrees to pay up to \$13.72 million for notice costs, and file a motion (the “**Estimation Motion**”) seeking entry of an order (the “**Claims Estimate Order**”) that would estimate the amount of Plaintiffs’ claims, in an amount that may (depending on the amount of the Court’s estimate) trigger New GM’s

¹³ *Motion of Motors Liquidation Company GUC Trust to Approve (I) the GUC Trust Administrator’s Actions, (II) the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Bankruptcy Code Sections 105, 363, and 1142 and Bankruptcy Rules 3002, 9014, and 9019, and (III) Authorize the Reallocation of GUC Trust Assets (the “**9019 Motion**”), filed contemporaneously herewith.*

obligation to issue additional shares of New GM common stock (the “**Adjustment Shares**”) pursuant to the terms of the Sale Agreement.¹⁴

9. The Settlement Agreement includes a class settlement of the Ignition Switch Plaintiffs’ and Non-Ignition Switch Plaintiffs’ claims, and settlement on an individual basis of certain Pre-Closing Accident Plaintiffs’ claims.

10. The Settlement establishes a framework for potentially righting the wrongs of Old GM’s bankruptcy that have prejudiced the owners and lessees of the approximately 1.6 million vehicles with the Ignition Switch Defect manufactured and sold by Old GM in the United States (the “**Delta Ignition Switch Vehicles**”), the owners and lessees of the approximately 9.8 million vehicles subject to Recall Nos. 14v-355, 14v-394, 14v-400, 14v-118, and 14v-153 manufactured and sold by Old GM in the United States (the “**Defective GM Vehicles**”), and the Pre-Closing Accident Plaintiffs asserting claims or who suffered an injury or death involving an Old GM vehicle subject to Recall No. 14v-540.

11. Ensuring that the Economic Loss and Pre-Closing Accident Plaintiffs receive the right to seek to obtain a recovery on their claims against Old GM provides them, finally, with nearly the same opportunity as was afforded other creditors who did receive timely actual notice of the Bar Date.

12. By this Motion, the Economic Loss Plaintiffs seek the following relief. First, as part of the Preliminary Approval Order, attached hereto as **Exhibit B**, the Economic Loss

¹⁴ Upon entry of the Claims Estimate Order, all Adjustment Shares will be placed in a fund for the exclusive benefit of Plaintiffs. The Signatory Plaintiffs will subsequently propose the allocation of the value of the Adjustment Shares between economic loss claims and personal injury/wrongful death claims, the eligibility and criteria for payment, and the procedures for payment of attorneys’ fees, which shall be subject to an order of this Court after notice and an opportunity to be heard. Being defined as a Plaintiff does not assure any party that he, she, or it will receive a distribution from the Adjustment Shares (or their value), if any, or any other consideration contained in the Settlement Fund. Under the Final Approval Order, the GUC Trust, Unitholders, and defendants in the Term Loan Avoidance Action, via agreement or notice and bar order, shall be deemed to have waived any rights to the Adjustment Shares.

Plaintiffs request that the Court exercise its discretion to apply Bankruptcy Rule 7023 to these proceedings and approve the form and manner of notice to Plaintiffs, including notice to the proposed Classes upon finding that this Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2) and certify the settlement-purpose classes.¹⁵

13. Second, following notice and an opportunity to be heard at a final fairness hearing, as part of the Final Approval Order, attached hereto as **Exhibit C**, the Economic Loss Plaintiffs request that the Court grant settlement class certification with respect to the Ignition Switch and Non-Ignition Switch Plaintiffs, appoint class representatives and class counsel for Rule 23(a) and (g) settlement certification purposes, and approve the Settlement Agreement on a final basis pursuant to Rule 23(e).

14. The Court should authorize notice of the Settlement Agreement because, as detailed herein and the 9019 Motion, the Court will likely be able to approve the Settlement under Rule 23(e)(2) and certify the Classes for settlement purposes. Further, the form and manner of notice should be approved. The proposed notices appropriately apprise members of the Classes and the Pre-Closing Accident Plaintiffs of the terms of the Settlement and options open to them in connection with this Motion and the 9019 Motion. The proposed notice ensures that members of the Classes, the Pre-Closing Accident Plaintiffs, and all parties-in-interest receive notice in accordance with due process and Rule 23.¹⁶

15. Certification of the Classes is warranted under Rule 23. Each Class satisfies the class certification requirements of Rule 23(a). Each Class contains millions of Class members

¹⁵ The Court has already concluded that Bankruptcy Rule 7023 should apply here, stating that “[n]ow faced with more than 11 million potential economic loss claims seven years after the Chapter 11 Plan was confirmed, the Court has no difficulty concluding that Rule 7023 should be applied.” In re Motors Liquidation Co., 591 B.R. at 518.

¹⁶ Under the Settlement Agreement, the GUC Trust agrees to pay the reasonable costs and expense for Court-approved notice of the Settlement to the Classes and Pre-Closing Accident Plaintiffs in an amount not to exceed \$13.72 million.

asserting common claims arising from the same unlawful conduct of Old GM with respect to the same defects, which caused the same type of injury. Each Class also satisfies the class certification requirements of Rule 23(b)(1)(B). This proceeding, which resolves a major issue in a bankruptcy that has spanned a decade, concerns a “classic” limited fund class action, where the available funds—the Adjustment Shares—are undeniably insufficient to satisfy Class members’ claims, which will reach into the billions. Alternatively, each Class satisfies the class certification requirements of Rule 23(b)(1)(A) because multiple adjudications of the Proposed Class Claims (defined below) could lead to inconsistent and contradictory orders. Accordingly, the Court should enter the Preliminary Approval Order and Final Approval Order.

16. Finally, approval of the Settlement is warranted under Rule 23 as set forth herein and under Bankruptcy Rule 9019 as set forth in the 9019 Motion.¹⁷ The Settlement resolves all issues arising from the Late Claims Motions in a global fashion. This includes a host of complex issues, including, but not limited to, whether the Economic Loss Plaintiffs should be granted authority to file late proofs of claim (and whether such authority can be granted solely on due process grounds), whether the Plaintiffs’ claims are equitably moot, whether additional grounds exist to object to the Plaintiffs’ claims, and the amount of said claims in the event that they are allowed.

17. Litigation of these issues has been ongoing for several years, and has consumed significant time, money, and resources from the Parties and the Court. Key disputes between the Parties have, subject to Court approval, been resolved. For example, in the April 2015 Decision, the Court ruled that Old GM failed to provide Ignition Switch Plaintiffs and Ignition Switch Pre-

¹⁷ The Economic Loss Plaintiffs hereby join in the arguments made in the 9019 Motion.

Closing Accident Plaintiffs with constitutionally proper notice of the Bar Date.¹⁸ While the Court ruled that assets of the GUC Trust could not be tapped to pay any late claims that might be allowed as a result of the doctrine of equitable mootness, the Second Circuit vacated this holding as an advisory opinion—leaving open the question of the applicability of the equitable mootness doctrine.¹⁹ In addition, there is an on-going dispute as to whether an additional showing under the factors articulated in Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd., 507 U.S. 380 (1993) is required for Plaintiffs to obtain leave to file late claims. In the event Plaintiffs are granted leave to file late claims, the allowance and amount of such claims would also have to be litigated, a process that could take years.

18. Continuation of protracted litigation on the foregoing and related issues will deplete remaining GUC Trust Assets, delay any further GUC Trust distributions, and subject the Parties to uncertain results. The Settlement, on the other hand, will substantially reduce costs and the expenditure of resources and eliminate the risk of uncertain litigation outcomes. Moreover, the Settlement Agreement establishes a streamlined process for allowing Plaintiffs' claims and providing Plaintiffs a source of recovery from the Adjustment Shares.

19. In light of the inherent risks and costs associated with litigation, the Settlement Agreement provides adequate relief. Moreover, the Settlement Agreement treats Class members equitably and was the result of good faith, arm's length negotiations by class counsel, who adequately represented the Classes. Accordingly, the Settlement Agreement is fair, reasonable, and adequate, and should be approved under Rule 23.

¹⁸ See In re Motors Liquidation Co., 529 B.R. at 573-74, 583.

¹⁹ See id. at 529; Elliott, 829 F.3d at 168-69.

JURISDICTION

20. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

21. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

22. The statutory predicates for the relief sought in this Motion are Bankruptcy Code Section 105(d) and Bankruptcy Rules 7023 and 9014.

BACKGROUND²⁰

I. Old GM's Bankruptcy And The Creation Of The GUC Trust.

23. On June 1, 2009, General Motors Corporation ("**Old GM**") and certain of its affiliates (collectively, the "**Debtors**") filed for chapter 11 bankruptcy in this Court and entered into an agreement (the "**Sale Agreement**") to sell substantially all of its assets to NGMCO, Inc. ("**New GM**") in exchange for, *inter alia*, New GM common stock and warrants. See In re Motors Liquidation Co., 529 B.R. at 535.

24. The Sale Agreement was amended on July 5, 2009 to, *inter alia*, add a feature requiring New GM to provide additional New GM common stock in the event that the amount of allowed general unsecured claims against the Old GM estate exceeds a threshold amount (the "**Purchase Price Adjustment**"). See AMSPA § 3.2(c).²¹ Specifically, the Purchase Price Adjustment provides that if the Bankruptcy Court issues an order finding that the estimated aggregate allowed general unsecured claims against the Old GM estate exceeds \$35 billion, then within five business days thereof, New GM will issue Adjustment Shares to the GUC Trust. See

²⁰ The bulk of the relevant factual background is set forth in the 9019 Motion and, for the sake of brevity, not restated herein.

²¹ See *Second Amended and Restated Master Sale and Purchase Agreement, by and among General Motors Corporation, Saturn LLC, Saturn Distribution Corporation and Chevrolet-Saturn of Harlem, Inc., as Sellers, and NGMCO, Inc., as Purchaser, dated as of June 26, 2009* (the "**AMSPA**").

id. If such order estimates the aggregate allowed general unsecured claims at or in excess of \$42 billion, New GM must issue 30 million Adjustment Shares, the maximum amount of Adjustment Shares that may be required under the AMSPA. See id.

25. On July 5, 2009, the 363 Sale was approved by the Bankruptcy Court. See Elliott, 829 F.3d at 146.

26. In September 2009, the Court established November 30, 2009 as the Bar Date for filing proofs of claim against Old GM. See In re Motors Liquidation Co., 529 B.R. at 535.

27. On March 29, 2011, the Court entered an Order confirming the Plan, which, among other things, authorized the creation of the GUC Trust pursuant to the terms set forth in the GUC Trust Agreement. See id. at 535-36.

28. Pursuant to the Plan, the GUC Trust Agreement, and a side letter by and between the GUC Trust, the Debtors, New GM, and the GUC Trust Monitor, dated September 23, 2011 (the “**Side Letter**”), the GUC Trust was granted exclusive authority to object to the allowance of general unsecured claims, seek estimation of the amount of allowed general unsecured claims, and seek Adjustment Shares from New GM. See Side Letter; Plan §§ 7.1(b), 7.3; GUC Trust Agreement § 5.1.

29. In February 2012, the Court entered the Late Filed Claims Order providing that any claims filed after entry of the Late Filed Claims Order would be deemed disallowed unless, *inter alia*, the claimant obtained leave of the Court or written consent of the GUC Trust.²²

30. As of December 31, 2018, the total amount of Allowed General Unsecured Claims against Old GM’s estate was \$31,855,431,837, approximately \$3.15 billion below the threshold for triggering the issuance of Adjustment Shares under the AMSPA.²³

²² See Order Approving Motion Pursuant to Bankruptcy Rule 3003 and Section 105(a) of the Bankruptcy Code for an Order Disallowing Certain Late Filed Claims, dated February 8, 2012 [ECF No. 11394] (the “**Late Filed Claims Order**”).

II. Plaintiffs' Claims Against Old GM.

31. In February and March 2014, over four years after the Bar Date, New GM publicly disclosed the existence of the Ignition Switch Defect and issued a recall, NHTSA Recall Number 14v-047, impacting approximately 2.1 million vehicles (including the approximately 1.6 million Delta Ignition Switch Vehicles).

32. After this first wave of recalls, New GM issued additional recalls in June, July and September of 2014 concerning defective ignition switches affecting approximately 10 million additional vehicles, NHTSA Recall Numbers 14v-355, 14v-394, 14v-400, and 14v-540.

33. New GM issued a multitude of other recalls for safety defects throughout 2014. These included a recall issued in March 2014 pertaining to approximately 1.2 million vehicles with defective side airbags, NHTSA Recall Number 14v-118, and another recall issued in March 2014 pertaining to over 1.3 million vehicles with defective power steering, NHTSA Recall Number 14v-153.²⁴

34. The proposed class claims of the Ignition Switch Plaintiffs and Non-Ignition Switch Plaintiffs (the "**Proposed Class Claims**") allege that Old GM knew about the Ignition Switch Defect, other defects in ignition switches, defects in side airbags, and defects in power steering for years prior to the Bar Date.²⁵ The Proposed Class Claims further allege that Old GM concealed the existence of these defects, causing Plaintiffs to overpay for defective vehicles and

²³ See *Motors Liquidation Company GUC Trust Quarterly Section 6.2(c) Report and Budget Variance Report as of December 31, 2018*, dated Jan. 24, 2019 [ECF No. 14402].

²⁴ These recalls include the approximately 9.8 million Defective GM Vehicles subject to Recall Nos. 14v-355, 14v-394, 14v-400, 14v-118, and 14v-153 manufactured and sold by Old GM.

²⁵ See Amended Exhibit A to the Economic Loss Late Claim Motion (ECF No. 14280-1) (the "**Proposed Ignition Switch Class Claim**"), ¶¶ 57-285; Exhibit B to the Economic Loss Late Claim Motion (ECF No. 14280-2) (the "**Proposed Non-Ignition Switch Class Claim**") ¶¶ 38-175.

bear the costs of repairs while Old GM reaped the benefit of selling defective vehicles at inflated prices and avoiding the costs of a recall.²⁶

35. Based on these allegations, the Ignition Switch Plaintiffs and Non-Ignition Switch Plaintiffs assert claims against the Old GM estate under the laws of each of the 50 states and the District of Columbia for: (i) fraudulent concealment; (ii) unjust enrichment; (iii) consumer protection claims; (iv) breach of the implied warranty of merchantability; and (v) negligence.²⁷

36. The Pre-Closing Accident Plaintiffs assert personal injury and wrongful death claims arising from accidents they assert were caused by defects (including the Ignition Switch Defect, and other defects in ignition switches, side airbags, and power steering) in vehicles manufactured by Old GM that were later subject to the Recalls (the “**Personal Injury Claims**,” and together with the Proposed Class Claims, the “**Claims**”).²⁸

37. Subsequent to filing the Late Claims Motions, counsel for the Economic Loss Plaintiffs provided the GUC Trust with materials and expert reports describing in detail the factual background for their Claims, the alleged viability of the asserted Claims and the alleged amount of damages (the “**Proffered Evidence**”).

²⁶ See, e.g., Proposed Ignition Switch Class Claim ¶ 374; Proposed Non-Ignition Switch Class Claim ¶ 278.

²⁷ See Proposed Ignition Switch Class Claim ¶¶ 358-1697; Proposed Non-Ignition Switch Class Claim ¶¶ 262-1744.

²⁸ See, e.g., *Motion by Additional Ignition Switch Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated July 28, 2017 [ECF No. 14018]; *Supplement to Motion [ECF No. 14018] by Additional Ignition Switch Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated Aug. 10, 2017 [ECF No. 14046]; *Second Supplement to Motion [ECF No. 14018] by Additional Ignition Switch Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated Sept. 19, 2017 [ECF No. 14112]; *Third Supplement to Motion [ECF No. 14018] by Additional Ignition Switch Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated Dec. 12, 2017 [ECF No. 14195]; *Fourth Supplement to Motion [ECF No. 14018] by Additional Ignition Switch Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated July 19, 2018 [ECF No. 14346]; *Motion by Certain Ignition Switch Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths in Connection with Settlement with the Motors Liquidation Company GUC Trust*, dated July 27, 2018 [ECF No. 14350].

38. In addition, counsel for the Economic Loss Plaintiffs provided a report by Stefan Boedeker, an expert on surveys and statistical sampling, analyzing the amount of alleged damages for the Ignition Switch Plaintiffs' and certain Non-Ignition Switch Plaintiffs' claims based on a conjoint analysis conducted by Mr. Boedeker and the Berkeley Research Group.

39. Conjoint analysis is a set of econometric and statistical techniques developed to study consumer preferences and is widely used as a market research tool. In a conjoint analysis, study participants review a set of products with different attributes (such as a vehicle shown in different colors) and choose which product they would prefer to purchase. The collected data can be used to determine market preferences and the value consumers place on particular attributes of a product. Here, the alleged amount of damages for economic loss claims was determined by using a conjoint analysis to evaluate the difference in value that consumers placed on an Old GM vehicle without a defect as compared to an identical vehicle with a defect. Conjoint studies were conducted where the defect was described as causing physical harm and death, as well as where the defect was described as involving no physical harm or death.

40. Following rulings by Judge Furman in the MDL Action regarding the viability of claims in certain states, counsel for the Economic Loss Plaintiffs provided the GUC Trust with refined estimates of the amount of damages. Counsel started with median estimates of damages per vehicle based on the conjoint analysis, and multiplied that by the number of defective Old GM vehicles in each state without a manifestation requirement. Depending on which estimate was used (*i.e.*, the estimate based on a defect causing physical harm and death, or the estimate based on time-to-recall), the estimated damages could equal or exceed \$77 billion.²⁹

²⁹ Likewise, New GM has presented the GUC Trust Administrator with expert reports and other evidence attempting to discredit the Proffered Evidence and also support its position in these bankruptcy cases and other related litigation. New GM does not challenge the valuation method, rather New GM alleges that there is simply no basis for economic loss or personal injury damages.

III. The Settlement Classes.

41. Under the Settlement Agreement, the “**Ignition Switch Class**” is defined as plaintiffs asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047. The “**Non-Ignition Switch Class**” (together with the Ignition Switch Class, the “**Classes**”) is defined as plaintiffs asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags, or power steering included in NHTSA Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 and 14V-153.

RELIEF REQUESTED

42. By this Motion, the Economic Loss Plaintiffs request, as part of the Preliminary Approval Order, that the Court exercise its discretion to apply Bankruptcy Rule 7023 to these proceedings and approve the form and manner of notice to Plaintiffs. The Economic Loss Plaintiffs also request, as part of the Final Approval Order and following the final fairness hearing, that the Court grant settlement class certification for settlement purposes, appoint class representatives and class counsel for settlement purposes, and approve the Settlement Agreement.

BASIS FOR RELIEF REQUESTED

I. To The Extent The Court Has Not Already Done So In The Rule 23 Decision, The Court Should Exercise Its Discretion To Apply Federal Rule Of Bankruptcy Procedure 7023 To These Proceedings.

43. Pursuant to Bankruptcy Rule 9014, the Court has discretion to make Bankruptcy Rule 7023, and thus Rule 23, applicable to “contested matters.” In re Ephedra Prods. Liab. Litig., 329 B.R. 1, 5-6 (S.D.N.Y. 2005); see also Fed. R. Bankr. P. 9014(c) (providing that the “court may at any stage in a particular matter direct that” Bankruptcy Rule 7023 “shall apply”).

In exercising its discretion to apply Bankruptcy Rule 7023, a court's primary consideration is whether class certification will adversely affect the administration of the case and "gum up the works" of distributing the estate." See In re Motors Liquidation Co., 447 B.R. 150, 164 (Bankr. S.D.N.Y. 2011); In re Ephedra Prods. Liab. Litig., 329 B.R. at 5. Additional factors that courts consider include "whether the members of the putative class received notice of the bar date" and "whether the class was certified pre-petition." In re MF Global Inc., 512 B.R. 757, 763 (Bankr. S.D.N.Y. 2014) (Glenn, J.).

44. The Court has already concluded that Bankruptcy Rule 7023 should apply here, stating in the Rule 23 Decision that "[n]ow faced with more than 11 million potential economic loss claims seven years after the Chapter 11 Plan was confirmed, the Court has no difficulty concluding that Rule 7023 should be applied." In re Motors Liquidation Co., 591 B.R. at 518. This result is supported by a review of the relevant factors and should not be disturbed.

45. Here, application of Bankruptcy Rule 7023 will be beneficial to administration of the estate because it will facilitate the resolution of the Proposed Class Claims and has no impact on the administration of other claims against the estate. See In re MF Global, Inc., 512 B.R. at 765 (granting class certification where it would not "threaten[] to halt or delay the . . . substantial progress in resolving general estate claims").

46. Moreover, the failure to provide notice of the Bar Date weighs heavily in favor of applying Bankruptcy Rule 7023. See id. at 763 ("The filing of a class proof of claim is consistent with the Bankruptcy Code generally . . . where there has been no actual or constructive notice to the class members of the bankruptcy case and Bar Date."). This is true even if some members of the class received notice. See In re Chaparral Energy, Inc., 571 B.R. 642, 648 (Bankr. D. Del. 2017) (holding that this factor weighed in favor of permitting class

claim, where the debtor failed to notify putative class members whose claims preceded the bankruptcy by more than three years, recognizing that “[t]o find otherwise would condone the Debtors’ failure . . . to provide actual notice to its known creditors”).

47. The Ignition Switch Plaintiffs and Ignition Switch Pre-Closing Accident Plaintiffs, as known creditors of Old GM, were entitled to, but did not receive, direct notice of the Bar Date. See In re Motors Liquidation Co., 529 B.R. at 574. Although Non-Ignition Switch Plaintiffs and Non-Ignition Switch Pre-Closing Accident Plaintiffs have not yet demonstrated a due process violation, many of these Plaintiffs have alleged that their claims arise out of defects that are substantially similar to the Ignition Switch Defect—defects that involve the same condition (low torque switches that move out of the “run” position) and have the same life-threatening safety effects (loss of power to steering, brakes, and airbags). The Non-Ignition Switch Plaintiffs and Non-Ignition Switch Pre-Closing Accident Plaintiffs have also argued that they can demonstrate a violation of their due process rights in connection with the Bar Date. Settlement of these issues as part of the Settlement Agreement is appropriate under the circumstances of this case.

48. Finally, while a class was not certified pre-petition, that is because the Economic Loss Plaintiffs were not aware of their claims as a direct result of Old GM’s concealment of the defects. Thus, this factor is irrelevant. See In re MF Global, Inc., 512 B.R. at 763 (lack of pre-petition certification of class of claimants who lost their jobs for the same reasons that precipitated the debtor’s bankruptcy was not relevant to inquiry because claimants did not have “time to file a class action complaint and certify a class before the petition date”).

49. Accordingly, to the extent necessary in light of the Rule 23 Decision, the Court should exercise its discretion to extend Bankruptcy Rule 7023 to these proceedings.

II. The Court Should Approve The Form And Manner Of The Proposed Notice Of The Settlement Agreement To The Classes And Pre-Closing Accident Plaintiffs.

A. The Court Should Direct Notice To The Classes Pursuant To Rule 23.

50. “Court review of a proposed class action settlement is subject to a two-step procedure,” a preliminary approval stage and a final approval stage. In re BGI, Inc., 465 B.R. 365, 378 (S.D.N.Y. 2012) (citing In re Initial Pub. Offering, Sec. Litig., 243 F.R.D. 79, 87 (S.D.N.Y. 2007)). The role of the court at the preliminary approval stage is to determine whether it is appropriate to send notice of a proposed settlement to the class. See In re Initial Pub. Offering, Sec. Litig., 243 F.R.D. at 87. Thereafter, following notice, the court will hold a final fairness hearing to determine whether to approve the settlement and certify a class on a final basis. See id.

51. Rule 23(e)(1)(B), as amended, provides that “[t]he court must direct notice . . . if giving notice is justified by the parties’ showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).³⁰

52. For the reasons more fully set forth in Section IV, *infra*, and in the 9019 Motion, the Court will likely be able to approve the Settlement Agreement under Rule 23 and Bankruptcy Rule 9019. Rule 23 provides that a proposed settlement may only be approved upon finding that the Settlement Agreement is “fair, reasonable, and adequate,” taking into account whether the class was adequately represented and whether the settlement is the product of arm’s-length

³⁰ Likewise, in the past, courts ordered that notice of the settlement be sent to the settlement classes upon determining that a proposed settlement agreement was within the range of possible final settlement approval, and that provisional certification of a class was warranted. See In re Penthouse Exec. Club Comp. Litig., Master File No. 10 Civ. 1145 (KMW), 2013 WL 1828598, at *1-*4 (S.D.N.Y. Apr. 30, 2013).

negotiations, provides adequate relief, and treats class members equitably. See Fed. R. Civ. P. 23(e)(2).³¹

53. The Settlement Agreement is presumptively fair, adequate, and reasonable because it is the result of months of intensive, good-faith, arm's-length negotiations between experienced and specialized complex litigation and bankruptcy counsel.³² Extensive discovery regarding the Plaintiffs' claims has been completed in the MDL Action and counsel for the GUC Trust was provided with the Proffered Evidence, including factual and expert reports regarding claims and damages, valuation reports, market research analytics tools, and data collections, as well as updated and refined analyses regarding damages taking into account rulings by Judge Furman in the MDL Action. Thus, the Parties had adequate information through which to measure the strengths and weaknesses of each Party's positions.

54. Further, the Settlement Agreement benefits all Parties. It will resolve years of contentious litigation, provide Plaintiffs (Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs and Pre-Closing Accident Plaintiffs) with a potential source of recovery in the near-term, and eliminate any delay in the distribution of assets from the GUC Trust and its subsequent wind-down process without granting preferential treatment to any party or segment of the Classes. And, as detailed in Section III(B)(1)(b), *infra*, it is virtually impossible that Plaintiffs would be able to obtain a better recovery through continued litigation against the GUC Trust.

55. In addition, as more fully set forth in Section III, *infra*, the Court will likely be able to certify the Classes for settlement purposes. Each factor of Rule 23(a) is plainly met.

³¹ Similarly, in the past, courts granted preliminary approval when the settlement proposal "appear[ed] to be the product of serious, informed, non-collusive negotiations, ha[d] no obvious deficiencies, d[id] not improperly grant preferential treatment to class representatives or segments of the class and f[ell] within the range of possible approval." In re Initial Pub. Offering, Sec. Litig., 243 F.R.D. at 87.

³² See Tiro v. Public House Invs., LLC, Nos. 11 Civ. 7679(CM), 11 Civ. 8249(CM), 2013 WL 2254551, at *2 (S.D.N.Y. May 22, 2013) (holding under prior Rule 23 that "[a]bsent fraud or collusion, [courts] should be hesitant to substitute [their] judgment for that of the parties who negotiated the settlement").

Numerosity is met because there are millions of members of each Class. Commonality is met because there are questions of law and fact common to every member of the Classes, such as the existence of a defect and whether Class members' due process rights were violated. Typicality is met because all of the members of each Class were subject to the same unlawful conduct of Old GM, suffered the same type of injury, and rely on the same legal theories. Finally, adequate representation is met because proposed Class Counsel are eminently qualified and experienced, and the Economic Loss Plaintiffs share the same interest as members of the Classes in obtaining the maximum amount of Adjustment Shares.

56. The final factor for certification—that the action be maintainable as one of the types of class actions described in Rule 23(b)—is met because this is a “classic” Rule 23(b)(1)(B) limited fund class action. The maximum funds available under the Purchase Price Adjustment are undeniably insufficient to satisfy Plaintiffs' claims; the fund will be devoted entirely to Plaintiffs' claims, no amount is reserved to benefit the GUC Trust, and the fund provides a better outcome for Plaintiffs than *seriatim* litigation; and claimants are treated equitably among themselves. Alternatively, the action is maintainable under Rule 23(b)(1)(A) because multiple adjudications of the Class members' claims could lead to inconsistent and contradictory orders.

57. Accordingly, the Court should grant the Economic Loss Plaintiffs' request to direct that notice of the Settlement Agreement to the members of the Classes and Pre-Closing Accident Plaintiffs be issued.

B. The Court Should Approve The Form And Manner Of The Proposed Notice Of The Settlement Agreement To The Classes And Pre-Closing Accident Plaintiffs.

58. Pursuant to Rule 23(e), “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” See Fed. R. Civ. P. 23(e)(1). Rule 23(c)(2)(A) further provides that the court may direct appropriate notice to the class certified under 23(b)(1). See Fed. R. Civ. P. 23(c)(2)(A).

59. The Court may direct notice to individual Pre-Closing Accident Plaintiffs under Bankruptcy Code Section 105(d), which grants the Court the authority and discretion to issue and prescribe procedures and conditions as the Court deems appropriate to ensure that matters before it are handled expeditiously and economically. See 11 U.S.C. § 105(d); Fletcher v. Davis (In re Fletcher Int’l, Ltd.), 536 B.R. 551, 560 (S.D.N.Y. 2015), aff’d, 661 F. App’x 124 (2d Cir. 2016).

60. Here, the Economic Loss Plaintiffs propose notice to members of the Classes and Pre-Closing Accident Plaintiffs pursuant to the below “**Notice Procedures:**”

- notice by postcard in the form attached hereto as **Exhibit D** (the “**Direct Mail Notice**”) to: (A) all persons in the United States who, prior to July 10, 2009, purchased or leased a defective vehicle manufactured by Old GM included in the Recalls; and (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM or filed or joined a motion for authority to file late claims against the GUC Trust, as of the date of the Settlement Agreement;
- notice via DTC’s LENSNOTICE system to Unitholders in the form attached hereto as **Exhibit E** (the “**DTC Notice**”);
- notice via ECF to all entities, including New GM and the defendants in the Term Loan Avoidance Action, that receive electronic notice from the Court’s ECF system; and
- paid media, including: (1) digital banner advertisements targeted specifically to owners or lessees of the defective vehicles manufactured by Old GM included in the Recalls; (2) pre-roll video ads placed on YouTube and other sites with YouTube embedded videos; (3) sponsored search listings on the three most highly-visited

Internet search engines, Google, *Yahoo!*, and *Bing*; (4) a party-neutral informational press release issued to online press outlets throughout the United States; and (5) a settlement website where individuals will be able to obtain detailed information about the case and review documents including the Long Form Notices (in English and Spanish), the Settlement Agreement, and the Final Approval Order, and answers to frequently asked questions (FAQs) and any other documents the Court may require.

61. To ensure that the Notice Procedures are sufficient, Epiq/Hilsoft, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans, was engaged. Epiq/Hilsoft analyzed the individual notice options and the media audience data to determine the most effective and cost-efficient mixture of media required to reach the greatest practicable number of parties.³³

62. Rather than incurring the prohibitive cost and expense of mailing a long form of notice to Plaintiffs, the Parties will serve the Direct Mail Notice, which clearly and concisely summarizes the Settlement and Release. The Direct Mail Notice will direct the recipients to a website dedicated specifically to the Settlement where they can access additional information. The Direct Mail Notices will be sent by United States Postal Service first class mail.³⁴

63. The comprehensive Direct Mail Notice effort will be supplemented by paid media selected to both notify persons who may not see the Direct Mail Notice and remind persons to act if they so choose. Paid media will include digital banner advertisements targeted specifically to owners and lessees of the vehicles subject to the Recalls, along with online video advertisements targeted to adults aged 18 and over.³⁵

³³ See Declaration of Cameron R. Azari, Esq., on Implementation and Adequacy of General Motors Bankruptcy Settlement Class Notice Program (“**Azari Decl.**”), annexed hereto as **Exhibit F**, ¶ 8.

³⁴ **Id.** ¶ 14.

³⁵ **Id.** ¶¶ 21-25.

64. To build additional reach and extend exposures, a party-neutral informational release will be issued to approximately 5,000 general media (print and broadcast) outlets and 5,400 online databases and websites throughout the United States.³⁶

65. A dedicated website will be created for the Settlement. Plaintiffs will be able to obtain detailed information about the case and review documents, including the long form notice attached hereto as **Exhibit G** (the “**Long Form Notice**”) (in English and Spanish), Settlement Agreement, Final Approval Order, and answers to frequently asked questions, and any other documents the Court may require.³⁷ To facilitate locating the case website, sponsored search listings will be acquired on the three most highly-visited internet search engines: Google, Yahoo!, and Bing.³⁸

66. The Notice Procedures presented here are substantially similar to the notice procedures approved by Judge Shannon in In re TK Holdings Inc., Case No. 17-11375 (BLS) (Bank. D. Del. July 7, 2017), attached hereto as **Exhibit H**, to provide notice to individuals who own, or may have owned, vehicles equipped with recalled airbag inflators (*i.e.*, serving a postcard via first-class mail, utilizing digital banner advertising and paid internet search listings, distributing an informational release, and creating a dedicated website).³⁹

³⁶ Id. ¶ 28.

³⁷ Once the Estimation Motion is filed, it will be posted prominently on the Settlement website. In addition, once the plan for allocation between economic loss claims and personal injury/wrongful death claims is determined, it will be posted prominently on the Settlement website. Any criteria on eligibility to recover from the Settlement Fund will also be posted prominently on the Settlement website.

³⁸ Id. ¶¶ 26-27.

³⁹ See Motion of Debtors Pursuant to 11 U.S.C. §§ 502(b)(9) and 105(a), Fed. R. Bankr. P. 2002, 3003(c)(3), 5005, and 9007, and Local Rules 2002-1(e), 3001-1, and 3003-1 for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflator Claimants ¶¶ 24-28, In re TK Holdings Inc., Case No. 17-11375 (BLS) (Bankr. D. Del. July 7, 2017) [ECF No. 171].

67. Rules 23(c)(2)(A) and 23(e) do not contain specific instructions regarding the content of notice. However, “[d]ue process requires that the notice to class members ‘fairly apprise the . . . members of the class of the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings.’” Maywalt v. Parker & Parsley Petroleum Co., 67 F.3d 1072, 1079 (2d Cir. 1995). “Normally, settlement notices need only describe the terms of the settlement generally.” In re Michael Milken & Assocs. Sec. Litig., 150 F.R.D. 57, 60 (S.D.N.Y. 1993) (citing Handschu v. Special Servs. Div., 787 F.2d 828, 833 (2d Cir. 1986)).

68. The Direct Mail Notice and Long Form Notice (together, the “**Notices**”) collectively set forth the nature of the action, define the Classes, identify the claims, issues, and defenses, and set forth the rights of Class members. Specifically, the Notices collectively provide the date, time, and location of the fairness hearing, inform the Class members and Pre-Closing Accident Plaintiffs that they may retain their own counsel who may enter an appearance on the class member’s behalf, and set forth the procedure for objecting to the Settlement Agreement, including the relevant deadlines for doing so. Additionally, the Notices unequivocally state that the Settlement Agreement, once approved, will be binding on all Class members.

69. Approval of the form and manner of notice is appropriate under Rule 23(c)(2)(A), Rule 23(e) and Bankruptcy Code Section 105(d) because it will allow the Parties to implement a process in which appropriate notice, in accordance with due process, will be given to all Plaintiffs and parties-in-interest so that this Court can consider the Settlement Agreement and the relief sought under the Motion, including the Release.

**III. The Court Should Certify The Classes For Settlement Purposes
And Appoint Class Counsel And Class Representatives Pursuant to Rule 23.**

70. Before approving a class settlement, the Court must determine whether the proposed settlement class satisfies the certification requirements of Rule 23. See Amchem v. Windsor, 521 U.S. 591, 620 (1997).

71. The Court may certify a class for settlement purposes only. See id. at 619-22; In re BGI, Inc., 465 B.R. 365, 375 (Bankr. S.D.N.Y. 2012); Rule 23(e). The class certification process in the settlement-only context is streamlined because, unlike a typical class certification for trial purposes, settlement-only class certification does not require a court to analyze the litany of potential management problems that may occur were the case to go to trial. See Amchem Prods., 521 U.S. at 620 (“Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried would present intractable management problems.”); In re Worldcom, Inc., 343 B.R. 412, 428 (Bankr. S.D.N.Y. 2006) (“Settlement-only cases do not require a court to analyze the management problems.”).

72. To grant certification, courts must determine whether the settlement class satisfies the four criteria enunciated in Rule 23(a) and whether certification for settlement is appropriate under at least one of the conditions set forth in the subparts of Rule 23(b). See Fed. R. Civ. P. 23(b). In making this determination, a court should assume that the substantive allegations forming the basis of the claims are generally true and not inquire into the merits of the claims. See Amgen Inc. v. Conn. Ret. Plans & Trust Funds, 568 U.S. 455, 466 (2013) (explaining that the merits of plaintiffs’ claims may be considered “to the extent – but only to the extent – that they are relevant to determining whether the Rule 23 prerequisites for class certification are satisfied”); Eisen v. Carlisle & Jaquelin, 417 U.S. 156, 178 (1974) (“[T]he question is not whether the plaintiff or plaintiffs have stated a cause of action or will prevail on the merits, but

rather whether the requirements of Rule 23 are met.”). Here, the Classes meet each element required for certification under Rule 23(a) and (b).

A. The Rule 23(a) Requirements Are Satisfied.

73. Under Rule 23(a), one or more members of a class may sue or be sued as representative parties on behalf of all members in a class action only if:

- a. the class is so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the class;
- c. the claims or defenses of the representative parties are typical of the claims or defenses of the class; and
- d. the representative parties will fairly and adequately protect the interests of the class.

Fed. R. Civ. P. 23(a).

74. The proposed Classes meet each of these requirements as follows:

1. The Classes Are Sufficiently Numerous That Joinder Is Impracticable.

75. The numerosity requirement is met because the Classes are each so numerous that joinder would be impracticable. Numerosity is presumed at forty (40) class members. See In re BGI, Inc., 465 B.R. at 375 (“In the Second Circuit, courts presume that joinder is impracticable when the prospective class consists of forty or more members.”); Brooklyn Ctr. for Indep. of the Disabled v. Bloomberg, 290 F.R.D. 409, 417-18 (S.D.N.Y. 2012) (Furman, J.). Moreover, “Plaintiffs are not obligated to prove the exact class size to satisfy numerosity.” Cross v. 21st Century Holding Co., 2004 WL 307306, at *1 (S.D.N.Y. Feb. 18, 2004). Instead, courts “may rely on reasonable inferences drawn from the available facts in order to estimate the size of the class.” In re NASDAQ Market-Makers Antitrust Litig., 169 F.R.D. 493, 509 (S.D.N.Y. 1996).

76. Old GM manufactured and sold approximately 1.6 million Delta Ignition Switch Vehicles and 9.8 million Defective GM Vehicles. Given that there are millions of members of

each Class, joinder is clearly impracticable and the numerosity requirement under Rule 23(a)(1) is satisfied.

2. Questions Of Law And Fact Are Common To The Classes.

77. The commonality factor is met because there are questions of law and fact common to every member of the respective Classes. Rule 23(a)(2) “does not require that all of the questions of law and fact raised by the dispute must be completely common.” In re BGI, Inc., 465 B.R. at 375. Rather, to establish commonality under Rule 23(a)(2), “[e]ven a single [common] question will do.” Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338, 349-50, 359 (2011) (explaining that commonality is determined not by the number of common questions, but by the significance of those questions with common answers and even a single liability question with a common answer that advances the proceeding toward resolution will suffice); see also Bloomberg, 290 F.R.D. at 418 (“The test for commonality, however, ‘is not demanding and is met so long as there is at least one issue common to the class.’”).

78. In vehicle defect cases, commonality is often found based upon a common question concerning the existence of a defect. See, e.g., Wolin v. Jaguar Land Rover N. Am., LLC, 617 F.3d 1168, 1172 (9th Cir. 2010) (holding that the commonality requirement was met where the claims of proposed class representatives all involved, *inter alia*, “the same alleged defect”); Keegan v. Am. Honda Motor Co., 284 F.R.D. 504, 524 (C.D. Cal. 2012) (finding commonality relating to vehicle defect, noting that “[t]he fact that some vehicles have not yet manifested [the defect] is not sufficient, standing alone, to defeat commonality”).

79. The questions pivotal to the Classes’ claims have common answers, easily satisfying the commonality requirement. Proof of Old GM’s knowledge of defects and failure to disclose defects, for example, focuses solely on Old GM’s conduct and will necessarily be

common for each member of each Class.⁴⁰ Likewise, each member of each Class has a common interest in triggering the maximum number of Adjustment Shares.

80. Within the Ignition Switch Class, common questions of law and fact include, but are not limited to, whether: (i) members of the Class have the right to file late proofs of claim, including whether filing late proofs of claim is the appropriate remedy for the violation of Class members' due process rights in failing to provide constitutionally adequate notice of the Bar Date; (ii) members of the Class have the right to seek to maximize the Adjustment Shares; (iii) the vehicles suffer from the common Ignition Switch Defect; (iv) Old GM was aware of and concealed the Ignition Switch Defect; (v) Old GM misrepresented that the vehicles were safe; (vi) Old GM engaged in fraudulent, deceptive, or unfair acts or practices by failing to disclose that the vehicles were designed, manufactured, and sold with the Ignition Switch Defect and that Old GM systemically valued cost-cutting over safety; (vii) Old GM was unjustly enriched at the expense of the Class; (viii) Old GM breached the implied warranty of merchantability; and (ix) Old GM was negligent in its design and manufacture of the vehicles, and or in failing to warn of the Ignition Switch Defect and failing to recall the vehicles.

81. Within the Non-Ignition Switch Class, common questions of law and fact include, but are not limited to, whether: (i) members of the Class received constitutionally adequate notice of the Bar Date; (ii) members of the Class have the right to file late proofs of claim; (iii) members of the Class have the right to seek to maximize the Adjustment Shares; (iv) the vehicles suffer from common safety defects; (v) Old GM was aware of and concealed the defects; (vi)

⁴⁰ See Wolin, 617 F.3d at 1172 (commonality threshold “easily satisf[ied]” based on several core, common issues, including: “1) whether the [vehicles’] alignment geometry was defective; 2) whether Land Rover was aware of this defect; 3) whether Land Rover concealed the nature of the defect; 4) whether Land Rover’s conduct violated the Michigan Consumer Protection Act or the Florida Deceptive and Unfair Trade Practices Act; and 5) whether Land Rover was obligated to pay for or repair the alleged defect pursuant to the express or implied terms of its warranties”).

Old GM misrepresented that the vehicles were safe; (vii) Old GM engaged in fraudulent, deceptive, or unfair acts or practices by failing to disclose that the vehicles were designed, manufactured, and sold with safety defects and that Old GM systemically valued cost-cutting over safety; (viii) Old GM was unjustly enriched at the expense of the Class; (ix) Old GM breached the implied warranty of merchantability; and (x) Old GM was negligent in its design and manufacture of the vehicles, and or in failing to warn of the known defects and failing to recall the vehicles.

3. The Claims Of The Economic Loss Plaintiffs As Class Representatives Are Typical Of The Claims Of The Classes.

82. Typicality is satisfied because the claims and defenses of the proposed class representatives are typical of the claims or defenses of the Class members. “Rule 23(a)(3) is satisfied when each class member’s claim arises from the same course of events, and each class member makes the same legal arguments to prove the defendant’s liability.” In re Drexel Burnham Lambert Grp., Inc., 960 F.2d 285, 291 (2d Cir. 1992). “When it is alleged that the same unlawful conduct was directed at or affected both the named plaintiff and the class sought to be represented, the typicality requirement is usually met irrespective of minor variations in the fact patterns underlying individual claims.” Robidoux v. Celani, 987 F.2d 931, 936-37 (2d Cir. 1993).

83. All of the members of each Class were subject to the same unlawful conduct of Old GM, “suffered the same type of injury as the rest of the class,” namely a violation of their due process rights in connection with the Bar Date and the incurrence of economic losses caused by the concealment of dangerous safety defects, and “rely on the same legal theory” to prove Old GM’s liability and seek recovery for their claims. See In re Partsearch Techs., Inc., 453 B.R. 84, 95 (Bankr. S.D.N.Y. 2011); see also Wolin, 617 F.3d at 1175 (typicality satisfied because

plaintiffs alleged that they, like all class members, were injured by the vehicles' common alignment defect, and plaintiffs sought recovery under the same legal theories as the class). Thus, the typicality requirement under Rule 23(a)(3) is satisfied.

**4. The Economic Loss Plaintiffs As Class
Representatives And Co-Lead Counsel As Class Counsel
Will Fairly And Adequately Protect The Interests Of The Classes.**

84. Rule 23(a)(4) requires that the “representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Rule 23(a)(4) entails a two-part finding: “First, class counsel must be ‘qualified, experienced and generally able’ to conduct the litigation. Second, the class members must not have interests that are ‘antagonistic’ to one another.” In re Drexel Burnham Lambert Grp., Inc., 960 F.2d at 291. Rule 23(g)(4) also states that “[c]lass counsel must fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(4).

85. The Court should appoint the Economic Loss Plaintiffs as class representatives and find that they will fairly and adequately protect the interests of the Classes. “[C]lass representatives cannot hold an interest in conflict with the class” and “must be of the character to assure the vigorous prosecution of the action so that the members’ rights will be protected” In re BGI, Inc., 465 B.R. at 376.

86. The Economic Loss Plaintiffs have and will continue to diligently prosecute the Proposed Class Claims and protect the interests of the Classes. The Economic Loss Plaintiffs’ claims are typical of the claims of Class members, which is strong evidence that their “interests are not antagonistic to those of the class” and they will adequately protect the interests of each Class. See Tiro v. Public House Invs., LLC, 288 F.R.D. 272, 280 (S.D.N.Y. 2012). Moreover, the Economic Loss Plaintiffs and Class members are united in seeking to obtain the maximum

value possible from the Adjustment Shares, which further demonstrates that the Economic Loss Plaintiffs will adequately protect the interests of each Class. See In re Corrugated Container Antitrust Litig., 643 F.2d 195, 208 (5th Cir. 1981) (certifying settlement class and holding that “so long as all class members are united in asserting a common right, such as achieving the maximum possible recovery for the class, the class interests are not antagonistic for representation purposes”).

87. In addition, the Court should appoint Co-Lead Counsel as class counsel and find that they will fairly and adequately protect the interests of the Classes. Rule 23(g) requires that, in appointing required class counsel, a court must consider: (i) “the work counsel has done in identifying or investigating potential claims in the action;” (ii) “counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action;” (iii) “counsel’s knowledge of the applicable law;” and (iv) “the resources that counsel will commit to representing the class.” Fed. R. Civ. P. 23(g)(1)(A). A court may also consider “any other matter pertinent to counsel’s ability to fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(1)(B). Once appointed, class counsel must “fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(4). This appointment may be made on an interim basis pending final certification of the settlement classes, as provided in Fed. R. Civ. P. 23(g)(3).

88. Co-Lead Counsel satisfy these requirements and will undoubtedly continue to represent the interests of the classes both fairly and adequately as class counsel in regard to the Classes and Settlement Agreement. Co-Lead Counsel have represented the interests of Ignition Switch Plaintiffs and Non-Ignition Switch Plaintiffs in this Court and in the MDL Court for over

four years.⁴¹ To this end, Co-Lead Counsel has undertaken to identify, investigate, and prosecute claims against Old GM on behalf of these Plaintiffs.

89. Further, Co-Lead Counsel has extensive experience as specialists in class actions and complex litigation involving defective vehicles.⁴² Co-Lead Counsel have already committed vast resources to the representation of Ignition Switch Plaintiffs and Non-Ignition Switch Plaintiffs before both this Court and the MDL Court, demonstrating their dedication to these Plaintiffs and achieving the most beneficial resolution of their claims.⁴³

90. Accordingly, it is in the best interests of the Classes to appoint Co-Lead Counsel, Steve W. Berman of Hagens Berman Sobol Shapiro LLP and Elizabeth J. Cabraser of Lief Cabraser Heimann & Bernstein LLP, as class counsel and the Economic Loss Plaintiffs as class representatives. Co-Lead Counsel and the Economic Loss Plaintiffs will fairly and adequately represent the interests of the Classes and, accordingly, the requirement of Rule 23(a)(4) is satisfied.

B. The Rule 23(b) Requirements Are Satisfied.

91. Certification of a class requires, in addition to satisfaction of the four Rule 23(a) prerequisites, that the action be maintainable as one of the “types” of class actions described in Rule 23(b). See Fed. R. Civ. P. 23(b). In this case, Plaintiffs seek certification of the Classes under Rule 23(b)(1)(B) or, in the alternative, under Rule 23(b)(1)(A).

92. Rule 23(b)(1) provides no rights to opt out. See Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338, 362 (2011) (“[Rule 23] provides no opportunity for (b)(1) or (b)(2) class members

⁴¹ See Order No. 8, In re Gen. Motors LLC Ignition Switch Litig., Case No. 14-MD-2543 (JMF) (S.D.N.Y. Aug. 8, 2014) [ECF No. 249] (appointing Steve W. Berman of Hagens Berman Sobol Shapiro LLP and Elizabeth J. Cabraser of Lief Cabraser Heimann & Bernstein LLP as Co-Lead Counsel with a focus on economic loss claims).

⁴² See Declarations of Mr. Berman and Ms. Cabraser are attached hereto as **Exhibits I and J**.

⁴³ See Berman and Cabraser Declarations at **Exhibits I and J**.

to opt out.”); Van Gemert v. Boeing Co., 590 F.2d 433, 439 n.11 (2d Cir. 1978) (en banc) (“The plaintiffs in the suit before us were certified as a 23(b)(1) class under the Federal Rules. No class member could have opted out of such a suit even if he had desired to do so . . .”), aff’d, 444 U.S. 472 (1980). Accordingly, the Classes will be mandatory, non-opt out Classes.

1. The Rule 23(b)(1)(B) Requirements Are Met.

93. Rule 23(b)(1)(B) provides that a class may be maintained if the prosecution of separate actions by individual class members would create the risk of adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests. See Fed. R. Civ. P. 23(b)(1)(B).

94. Rule 23(b)(1)(B) is traditionally utilized in cases involving recovery of a “limited fund” that could be exhausted by individual actions. See, e.g., U.S. Trust Co. of N.Y. v. Alpert, 163 F.R.D. 409, 419 (S.D.N.Y. 1995). “In a limited fund situation, many litigants have claims against a single asset, and the asset’s total value is unlikely to satisfy all of the claims. If the claims are adjudicated one by one, the fund will run out before the claimants do. Early claimants’ suits are therefore ‘dispositive of the interests’ of the other claimants” 2 Newberg on Class Actions (5th Ed.) § 4:16.

95. “Classic” limited fund class actions “include claimants to trust assets, a bank account, insurance proceeds, company assets in a liquidation sale, and proceeds of a ship sale in a maritime accident suit.” Ortiz v. Fibreboard Corp., 527 U.S. 815, 834 (1999).

96. A limited fund class action “may be used to accomplish some readjustment of creditors’ rights against an insolvent entity, without observing the protections of bankruptcy law.” In re Joint E. and S. Dist. Asbestos Litig., 982 F.2d 721, 738 (2d Cir. 1992), opinion

modified on reh'g, 993 F.2d 7 (2d Cir. 1993). In In re Joint E. and S. Dist. Asbestos Litig., the Second Circuit permitted the use of a Rule 23(b)(1)(B) class in connection with a settlement that adjusted the rights of creditors to distributions from a trust created in Manville's bankruptcy proceeding following the substantial depletion of trust assets after only a couple of years of operation. See id. at 738-39. Similarly, here, the Economic Loss Plaintiffs are seeking to use a Rule 23(b)(1)(B) class in connection with a settlement that will adjust their rights as creditors to distributions from the GUC Trust.

97. Following the In re Joint E. and S. Dist. Asbestos Litig. decision, the United States Supreme Court in Ortiz articulated three characteristics of a "limited fund" class action under Rule 23(b)(1)(B) which it described as presumptively necessary:

- (1) "the totals of the aggregated liquidated claims and the fund available for satisfying them, set at their maximums, demonstrates the inadequacy of the fund to pay all claims;"
- (2) "the whole of the inadequate fund [is] to be devoted to the overwhelming claims;" and
- (3) "the claimants identified by a common theory of recovery [are] treated equitably among themselves."

Ortiz, 527 U.S. at 838-39. As set forth below, this action bears each of these characteristics.

a. The Fund Is Inadequate.

98. The first prong of Ortiz is satisfied because the total amount of the Class members' aggregated claims far exceeds the fund available for satisfying them, set at their maximums.

99. To evaluate this factor, the Court must first ascertain the parameters of the fund at issue. See Doe v. Karadzic, 192 F.R.D. 133, 141 (S.D.N.Y. 2000). The "maximum" amount of the fund at issue need not include every asset available to the defendant. See Stott v. Capital Fin. Servs., Inc., 277 F.R.D. 316, 329-30 (N.D. Tex. Sept. 12, 2011) (citing Ortiz, 527 U.S. at 851)

(finding a settlement fund was a limited fund set at its maximum, as required by Ortiz's first prong, notwithstanding the fact that the defendant retained some assets and there was potentially additional insurance coverage that could have applied to the settled claims).

100. While this Settlement's emergence from within long-running bankruptcy proceedings exemplifies a classic limited fund scenario, courts have also affirmed Rule 23(b)(1)(B) class settlements as an alternative to bankruptcy, as Ortiz itself suggested, and as illustrated by In re Silicone Gel Breast Implant Prods. Liab. Litig. See Ortiz, 527 U.S. at 861 & nn. 34-35 (leaving unresolved "how close to insolvency a limited fund defendant must be brought as a condition of class certification" and whether "a credit" for saving "transaction costs that would never have gone into a class member's pocket in the absence of settlement" may "be recognized in a mandatory class action as an incentive to settlement"); In re Silicone Gel Breast Implant Prods. Liab. Litig., No. 2:97-CV-11441-RDP, 2010 WL 11506713, at *26 (N.D. Ala. May 19, 2010) (finding that a settlement fund contributed by defendant's senior secured noteholders was the "maximum" value available for settling a class of tort claims because the defendant's other assets existed only nominally when compared to its rapidly increasing commercial debts and priority interests of the senior secured noteholders and defendant did not have any products liability insurance coverage or means of obtaining alternative lending to supplement the settlement fund).

101. For example, in Stott, the court considered whether a proposed settlement fund satisfied Ortiz's requirement that the "limited fund" be "set definitely at its maximum." See Stott, 277 F.R.D. at 329 (citing Ortiz, 527 U.S. at 838-39). The settlement fund was comprised of: (i) a \$120,000 contribution from the defendant, which was the absolute maximum amount that FINRA determined the defendant could contribute while maintaining sufficient assets to

maintain operations; and (ii) \$1.4 million of insurance coverage. See id. at 329. Certain class members objected to the proposed settlement on the basis that: (i) the \$120,000 contribution did not include all of the defendant's assets; and (ii) a higher \$5 million aggregate insurance policy applied to the claims being settled. See id. at 329-31. The court rejected both arguments and approved the proposed settlement, finding that the "limited" settlement fund was set definitively at its maximum, as required by Ortiz. Id. at 330-34.

102. With respect to the objection that the defendant retained some assets, the court concluded that the proposed settlement was nonetheless a "proper 'limited fund' under Rule 23(b)(1)(B)," observing that multiple courts have approved Rule 23(b)(1)(B) settlements that did not encompass a defendant's entire net worth and that the amount the defendant was contributing to the settlement fund was "not some arbitrary number that was randomly chosen, but was determined by FINRA as the maximum amount that [defendant] could contribute without violating" regulatory capital requirements. See id. at 331-32.

103. With respect to the objection regarding the insurance contribution, the court found that "the 'limited fund' in this case can properly be based upon the \$2 million [policy] sublimit," of which the \$1.4 million contribution was the remainder, because portions of the \$5 million aggregate insurance policy needed to be devoted to other classes of claims and reliance on the \$2 million policy sublimit was an appropriate value discount for the risks associated with litigating the applicability of the \$5 million policy to the claims being settled. Id. at 329-30.

104. Here, the defendant is the GUC Trust, which, as "a fixed and limited fund" that will be depleted, fits the model of a "traditional limited fund class action" See Doe, 192 F.R.D. at 141; see also In re Drexel Burnham Lambert Grp., 960 F.2d 285, 292 (2d Cir. 1992) (holding that certification of a limited fund class action against a defendant in bankruptcy was

“necessary . . . to prevent claimants” from maintaining costly individual actions and “unfairly diminishing the eventual recovery of other class members”); In re Silicone Gel Breast Implant Prods. Liab. Litig., 2010 WL 11506713, at *28-29 (holding that limited fund class certification was appropriate where defendant was not a going concern at the time of settlement). The GUC Trust will be contributing to the Settlement Fund any and all Adjustment Shares issued following the estimation proceedings.

105. The Adjustment Shares, like the settlement fund in Stott, constitutes a limited fund, set at its maximum, within the meaning of Ortiz’s first prong, notwithstanding the fact that the GUC Trust Distributable Assets currently held by the GUC Trust (the “**Remaining GUC Trust Assets**”) will be retained for distribution to other GUC Trust Beneficiaries (potentially including the defendants in the Term Loan Avoidance Action). Like the \$5 million insurance policy in Stott, the Remaining GUC Trust Assets are arguably required to satisfy other claims - *i.e.*, those of other GUC Trust Beneficiaries - and the exclusion of such assets from the “limited fund” is a commensurate discount for the costs and risks associated with litigating Class members’ entitlement to such funds. Likewise, as set forth below, it is highly unlikely that the Plaintiffs would be able to successfully clawback prior distributions of GUC Trust Assets to supplement the value from the Adjustment Shares, both as a practical and legal matter, and the pursuit of the same would likely involve significant costs and delay. See infra n.45.

106. Accordingly, the upper limit of the Settlement Fund available to satisfy Plaintiffs’ claims is 30 million Adjustment Shares (the maximum amount that may be required under the AMSPA). At the current share price of \$38.47 for New GM common stock, the value of those Adjustment Shares is approximately \$1.15 billion.

107. By comparison, according to the conjoint analysis conducted by Plaintiffs' experts, the total amount of the Class members' aggregated claims could equal or exceed \$76.69 billion. See Doe, 192 F.R.D. at 140, n.11 (explaining that where there is a "reasonable method by which to calculate, or even estimate with comfortable certainty, [defendant's] potential liability' to the class members," class members' claims need not be liquidated in order to assess whether a fund is limited); see also Stott, 277 F.R.D. at 328 (determining that, based on the evidence regarding class members' damages presented to the court, "the amount contemplated is a 'sufficiently reliable conclusion regarding the probable total of the aggregated liquid damages'" to determine that a limited fund exists). The \$1.15 billion fund is wholly inadequate to satisfy these claims.

108. Accordingly, the first Ortiz prong is met.

b. The Whole Of The Inadequate Fund Is Devoted To Plaintiffs' Claims.

109. The second prong of Ortiz, that "the whole of the inadequate fund . . . be devoted to the overwhelming claims," is also met. See Ortiz, 527 U.S. at 839. This prong ensures that "the defendant . . . with the inadequate assets ha[s] no opportunity to benefit himself or claimants of lower priority by holding back on the amount distributed to the class" and "the class as a whole [is] given the best deal" See id.

110. This prong is met because, under the Settlement Agreement, the Adjustment Shares are for the exclusive benefit of Plaintiffs. See Silicone, 2010 WL 11506713, at *31 (finding that the second prong of Ortiz was satisfied where the entirety of a settlement fund, which reflected the maximum available payout to claimants, was devoted to the class claims); Jane Doe 30's Mother v. Bradley, 64 A.3d 379 (Del. Super. Ct. 2012) (finding the second prong of Ortiz satisfied where all of a limited settlement fund, which was the result of intensive

mediation between a defendant and the class members, would be devoted to compensating eligible class members).

111. Moreover, the Settlement does not permit the GUC Trust “to benefit [itself] or claimants of lower priority by holding back on the amount distributed to the class” Ortiz, 527 U.S. at 839. The only amount “held back” is the Remaining GUC Trust Assets, which will be distributed to other GUC Trust Beneficiaries, not retained by the GUC Trust or distributed to claimants of lower priority. In any event, the Remaining GUC Trust Assets would be subject to the billions of claims of other GUC Trust Beneficiaries, including potentially the defendants in the Term Loan Avoidance Action.⁴⁴ Likewise, Plaintiffs’ agreement to forgo seeking to clawback prior distributions of GUC Trust Assets provides no benefit to the GUC Trust or claimants of lower priority, particularly in light of the substantial practical and legal impediments and attendant costs and delay.

112. Further, the Classes are receiving “the best deal.” See Ortiz, 527 U.S. at 839. Obtaining exclusive access to the Adjustment Shares provides Class members with a better deal than they would receive if they successfully prosecuted the Proposed Class Claims and ultimately shared in Remaining GUC Trust Assets and Adjustment Shares on a *pro rata* basis with other GUC Trust Beneficiaries, and pursued clawback actions for prior distributions of GUC Trust Assets.⁴⁵

⁴⁴ This is in marked contrast to Ortiz, where the court held that the limited fund standards were not met because, *inter alia*, the defendant “was allowed to retain virtually its entire net worth.” Ortiz, 527 U.S. at 859-60 & n.34.

⁴⁵ It is highly unlikely that the Plaintiffs would be able to successfully clawback prior distributions of GUC Trust Assets, both as a practical and legal matter. 75% of the GUC Trust Assets were distributed in the initial distribution to holders of Allowed General Unsecured Claims, which was completed on or around May 26, 2011. See Agreed and Disputed Stipulations of Fact Pursuant to the Court’s Supplemental Scheduling Order, Dated July 11, 2014 [ECF No. 12826], Exhibit D, ¶ 34. Bankruptcy Code Section 549 only authorizes avoidance of post-petition transfers within two years after the transfer date and cannot be used to avoid plan distributions. See 11 U.S.C. § 549; In re Chattanooga Wholesale Antiques, Inc., 930 F.2d 458, 462 (6th Cir. 1991); Matter of Ford, 61 B.R. 913 (Bankr. W.D. Wis. 1986). Indeed, the Confirmation Order provides that “the GUC Trust Administrator may dispose of the GUC Trust Assets free of any restrictions of the Bankruptcy

113. By way of example, assume that the Proposed Class Claims are allowed at approximately \$10.15 billion (the minimum amount necessary to trigger the issuance of the maximum amount of Adjustment Shares). Currently, there are approximately \$31.85 billion Allowed General Unsecured Claims, so the aggregate Allowed General Unsecured Claims would increase to approximately \$42 billion.⁴⁶ Following successful completion of *seriatim* litigation, the assets available to satisfy those claims would be: (i) the value of 30 million Adjustment Shares (approximately \$1.15 billion); and (ii) the Remaining GUC Trust Assets (currently \$457.9 million) still available following the depletion that would occur to pay for the costs of litigation and operating the GUC Trust.⁴⁷ Together, that amounts to approximately \$1.6 billion. That amount would be distributed on a *pro rata* basis to satisfy the aggregate Allowed General Unsecured Claims of \$42 billion, providing each Plaintiff with a recovery of less than 4 cents on the dollar.

114. On the other hand, under the proposed Settlement, Plaintiffs would receive exclusive access to the Adjustment Shares. Distributing approximately \$1.15 billion to satisfy the Plaintiffs' aggregate claims of \$10.15 billion would provide each Plaintiff with

Code, but in accordance with the provisions of the Plan and the GUC Trust Agreement.” Confirmation Order ¶ 6. Further, the GUC Trust Agreement provides that “GUC Trust Beneficiaries are deemed to receive the GUC Trust Distributable Assets in accordance with the provisions of the Plan, the Confirmation Order, the Liquidation Order and this Trust Agreement . . . without further obligation or liability of any kind . . .” GUC Trust Agreement § 3.2. As a practical matter, it would be nearly impossible to trace and collect distributions made nearly eight years ago. Ortiz does not require a Court to consider speculative assets contingent on success in challenging litigation and collection. See Stott, 277 F.R.D. at 330 (holding that it was appropriate for settling parties to rely on an insurance policy sublimit as a source of settlement funds, as opposed to the higher aggregate policy limit, where insurer “would have a substantial chance of success in confirming its position [that only the sublimit was applicable to the claims at issue] through litigation”).

⁴⁶ See Motors Liquidation Company GUC Trust Quarterly Section 6.2(c) Report and Budget Variance Report as of December 31, 2018, dated Jan. 24, 2019 [ECF No. 14402].

⁴⁷ See Motors Liquidation Company GUC Trust Quarterly Section 6.2(c) Report and Budget Variance Report as of December 31, 2018, dated Jan. 24, 2019 [ECF No. 14402]; n.45 *supra*.

approximately 11 cents on the dollar.⁴⁸ The Classes are, thus, clearly getting a better deal under the proposed Settlement than could be achieved through successful *seriatim* litigation. See Ortiz, 527 U.S. at 840-41.

c. Class Members Are Treated Equitably.

115. The third prong of Ortiz—“the claimants identified by a common theory of recovery [are] treated equitably among themselves”—is met because the Classes include all potential owners and lessees of the Delta Ignition Switch Vehicles and Defective GM Vehicles “who might state a claim” for economic loss “invoking a common theory of recovery.” See id. at 839. In addition, the Settlement Agreement has been structured to avoid intra-class conflicts, which addresses the critical question for the third prong—whether procedures are implemented “to resolve the difficult issues of treating . . . differently situated claimants with fairness as among themselves.” Ortiz, 527 at 856.

116. Here, the Settlement proceeds in three stages. In the first stage (approval of the Settlement Agreement) and the second stage (estimation of Plaintiffs’ claims), Class members have a common interest in maximizing the number of Adjustment Shares through Plaintiffs’ claims for damages against Old GM, which they are permitted to bring because Plaintiffs have suffered a common due process violation. The Court held that the Ignition Switch Plaintiffs suffered a due process violation and that the obvious remedy would be leave to file late proofs of claim. See In re Motors Liquidation Co., 529 B.R. at 574, 583. Although the Non-Ignition Switch Plaintiffs (many of whom have alleged that their claims arise out of defects that are substantially similar to the Ignition Switch Defect) have not established a due process violation yet, they have argued that they can do so.

⁴⁸ The same result obtains if Plaintiffs’ claims are estimated in an amount sufficient to trigger the Adjustment Shares, albeit insufficient to trigger the maximum amount of Adjustment Shares.

117. While Class members may be differently situated in the third stage (approval of allocation and distribution procedures), additional or different subclasses can be created at that time, if necessary. See Silicone, 2010 WL 11506713 (supporting a proceeding with a multi-phase settlement that first certifies a settlement class for claims estimation purposes and subsequently and separately proceeds to an equitable allocation and distribution of the fund to eligible class members).⁴⁹ Further, the allocation and distribution procedures to be created will be guided by, and flow from, the Court’s determinations in the estimation proceedings, further ensuring equitable treatment among class members.⁵⁰

118. Accordingly, certification of a limited fund class under Rule 23(b)(1)(B) is warranted because the three prongs of Ortiz are met.

2. Alternatively, The Requirements Of Rule 23(b)(1)(A) Are Met.

119. Rule 23(b)(1)(A) provides that a class may be maintained if the prosecution of separate actions by individual class members would create the risk of “inconsistent or varying adjudications . . . that would establish incompatible standards of conduct for the” defendant. See Fed. R. Civ. P. 23(b)(1)(A).

120. Under Rule 23(b)(1)(A), courts look to whether the party opposing the class has a practical or legal requirement to treat individual class members alike. See 2 Newberg on Class Actions (5th Ed.) § 4:7; Amchem Prods., Inc., 521 U.S. at 614 (“Rule 23(b)(1)(A) ‘takes in cases

⁴⁹ Here, the members of the Classes all suffered economic losses and seek recovery from the same source. Accordingly, none of the intra-class inequity issues present in In re Katrina Canal Breaches Litig. or Ortiz are present. See Ortiz, 527 at 856 (finding intra-class conflicts between present and future claimants, and between claimants whose claims accrued before the lapse of an insurance policy (and, thus, had more valuable rights to insurance proceeds) and those whose claims accrued after the policy lapsed); In re Katrina Canal Breaches Litig., 628 F.3d 185, 193-94 (2010) (holding that the third Ortiz factor was not met where settlement failed to include procedures for differentiating among class members based on whether they suffered death, personal injury, or property damage).

⁵⁰ For instance, if, during the estimation proceedings, the Court determines that some claims are valued higher than others, that determination will necessarily be taken into account at the allocation and distribution phase and guide the formation of subclasses, if necessary, with adequate representatives—thereby ensuring an equitable distribution.

where the party is obliged by law to treat the members of the class alike . . . or where the party must treat all alike as a matter of practical necessity . . .”).

121. Certification under Rule 23(b)(1)(A) is appropriate where claims arise from “one set of actions by defendants creating a uniform type of impact” upon class members in light of the “real possibility of inconsistent adjudications” if separate actions were pursued. See Hans v. Tharaldson, No. 3:05-cv-115, 2010 WL 1856267, at *10 (D.N.D. May 7, 2010) (certifying class under Rule 23(b)(1)(A) in action alleging breaches of fiduciary duty due to “real possibility of inconsistent results” if the claims were not aggregated); cf. Turner v. Bernstein, 768 A.2d 24, 31-34 (Del. Ch. 2000) (certifying class of stockholders under Del. Ch. Ct. R. 23(b)(1)(A) in case arising from directors’ alleged failure to disclose material information regarding merger, which “creat[ed] a uniform type of impact upon the class”).

122. The requirements of Rule 23(b)(1)(A) are met because the GUC Trust must treat the Ignition Switch Plaintiffs and Non-Ignition Switch Plaintiffs alike as a practical matter. Under the Plan and the GUC Trust Agreement, the GUC Trust must treat each Ignition Switch Plaintiff and Non-Ignition Switch Plaintiff alike as contingent GUC Trust Beneficiaries holding disputed general unsecured claims that are subject to resolution per the Settlement Agreement.⁵¹

123. In addition, multiple adjudications of Class members’ claims could lead to inconsistent and contradictory orders. Class members, as known creditors of Old GM, suffered common due process violations arising from a uniform set of facts—Old GM’s failure to provide constitutionally adequate notice of the Bar Date—and are seeking collectively to trigger the

⁵¹ See Plan § 6.2 (explaining, *inter alia*, that the GUC Trust shall be established “for the benefit of the holders of Allowed General Unsecured Claims” and to “resolv[e] outstanding Disputed General Unsecured Claims to determine the amount of Allowed General Unsecured Claims that will be eligible for distribution of their Pro Rata Share of New GM Securities under the Plan”); GUC Trust Agreement Preamble § F (explaining that the GUC Trust is created for the benefit of holders of Initial Allowed General Unsecured Claims, Disputed General Unsecured Claims, and holders of the Term Loan Avoidance Action Claims).

issuance of Adjustment Shares. They also raise common economic loss claims arising from a uniform set of facts—Old GM’s knowledge and concealment of defects in their vehicles—and raise common questions regarding Old GM’s duties to similarly situated vehicle owners and lessees. Multiple adjudications of these common issues could result in orders establishing different standards of conduct towards Class members by the GUC Trust.

124. Accordingly, the Classes can be certified under Rule 23(b)(1)(A). See In re Methyl Tertiary Butyl Ether (MTBE) Prods. Liab. Litig., 241 F.R.D. 185, 199-200 (S.D.N.Y. 2007) (certifying Rule 23(b)(1)(A) class of homeowners asserting claims that property was harmed by seepage of harmful substance where, *inter alia*, individual adjudication of negligence claims could lead to different conclusions on the issue of whether defendants breached a duty of reasonable care).

**IV. The Court Should Approve The Settlement
Agreement On A Final Basis Pursuant To Rule 23(e).**

125. Pursuant to Rule 23(e), “[t]he claims, issues, or defenses of . . . a class proposed to be certified for purposes of settlement—may be settled . . . only with the court’s approval.” Fed. R. Civ. R. 23(e). Courts have discretion regarding whether to approve a class action settlement. See Maywalt, 67 F.3d at 1078-79. In exercising that discretion, courts should be “mindful of the ‘strong judicial policy in favor of settlements, particularly in the class action context.’” See Wal-Mart Stores, Inc. v. Visa U.S.A. Inc., 396 F.3d 96, 116-17 (2d Cir. 2005).

126. The court may approve a class settlement “only after a hearing and only on finding that it is fair, reasonable, and adequate after considering” the following factors:

whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate . . .; and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

127. These factors were added as part of the recent (2018) amendments to Rule 23. The Advisory Committee Notes on the 2018 amendments to Rule 23 recognize that, in the past, “[c]ourts have generated lists of factors to shed light on” the “central concern in reviewing a proposed class-action settlement”—that the settlement is “fair, reasonable, and adequate.” Advisory Committee’s Notes on Fed. R. Civ. P. 23 (2018) (hereinafter, “**Committee Notes**”).⁵² While the amendment is not intended “to displace any factor” previously identified by courts, it does “direct[] the parties to present the settlement to the court in terms of a shorter list of core concerns, by focusing on the primary procedural considerations and substantive qualities that should always matter to the decision whether to approve the proposal.” *Id.*

128. A review of this “shorter list of core concerns” shows that the Settlement is fair, reasonable, and adequate, and should be approved pursuant to Rule 23(e).

A. The Class Representatives And Class Counsel Adequately Represent The Classes, And The Settlement Was Negotiated At Arm’s-Length.

129. The first two factors set forth in Rule 23(e)(2)—whether the class representatives and class counsel adequately represented the Classes and whether the Settlement was negotiated at arm’s-length—identify “procedural” concerns looking to “the actual performance of counsel acting on behalf of the class.” Committee Notes. Relevant information may include “the nature

⁵² In the Second Circuit, courts evaluating whether to approve a class settlement under Rule 23 considered whether the settlement was procedurally fair, meaning “free from collusion and inadequate representation,” and whether the settlement was substantively fair by weighing the nine *Grinnell* factors. See *Mba v. Wold Airways, Inc.*, 369 F. App’x 194, 197 (2d Cir. 2010) (quoting *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), abrogated on other grounds by *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000)); *In re BGI, Inc.*, 465 B.R. at 378. The *Grinnell* factors are: “(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery contemplated; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund to a possible recovery in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *Grinnell*, 495 F.2d at 463.

and amount of discovery in this or other cases,” which “may indicate whether counsel negotiating on behalf of the class had an adequate information base.” Id.; see also In re BGI, Inc., 465 B.R. at 380 (explaining that “[t]he progression of discovery is a useful proxy through which to measure” “the parties’ knowledge and awareness of the relative strength or weakness of each party’s respective arguments and positions”); In re Austrian & German Bank Holocaust Litig., 80 F. Supp. 2d 164, 176 (S.D.N.Y. 2010) (“[I]t is enough for the parties to have engaged in sufficient investigation of the facts to enable the Court to ‘intelligently make . . . an appraisal of the Settlement.’”).⁵³

130. Indeed, a “presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached between experienced, capable counsel after meaningful discovery.” In re BGI, Inc., 465 B.R. at 378 (quoting Wal-Mart Stores, Inc. v. Visa U.S.A., Inc., 396 F.3d at 116).

131. Competent and experienced counsel to the Parties who have been litigating these issues for years in the MDL Action and this Court actively engaged in arm’s-length negotiations to formulate the Settlement Agreement. Extensive discovery regarding the relevant defects has taken place in the MDL Action.⁵⁴ The Economic Loss Plaintiffs provided the GUC Trust with the Proffered Evidence, which describes in detail the alleged viability of the Ignition Switch and Non-Ignition Switch Plaintiffs’ claims, the alleged violation of due process rights in connection with the Bar Date, and the alleged amount of damages suffered by the Ignition Switch and Non-

⁵³ This inquiry corresponds with the inquiry into procedural fairness under prior Rule 23 and the third Grinnell factor—“the stage of the proceedings and the amount of discovery contemplated.” Grinnell, 495 F.2d at 463.

⁵⁴ Discovery in the MDL Action includes information on Old GM’s knowledge of the various defects and is not limited to information in the post-Sale period. New GM has produced more than 4.7 million documents (totaling more than 23.4 million pages) and the parties have conducted 746 depositions, including 447 depositions of case-specific witnesses, 102 depositions of current or former General Motors’ employees, 120 depositions of experts related to bellwether cases, and 96 depositions of named plaintiffs in the Fifth Amended Consolidated Complaint. See Joint Letter, In re Gen. Motors LLC Ignition Switch Litig., Case No. 14-md-02543-JMF (S.D.N.Y. Oct. 26, 2018), ECF No. 6220.

Ignition Switch Plaintiffs, and the Parties engaged in several meetings to discuss the Proffered Evidence. Thus, by the time the Settlement Agreement was formulated, counsel for the Economic Loss Plaintiffs and the GUC Trust had access to all the material facts and had the opportunity to undertake their own analyses of the merits of Plaintiffs' claims based on those facts and existing law, allowing for informed negotiations among the Parties.

132. Accordingly, the first two factors of Rule 23(e)(2) are met.

B. The Relief Provided For The Classes Under The Settlement Is Adequate.

133. The third factor set forth in Rule 23(e)(2)—whether the relief provided for the class is adequate—evaluates the substantive fairness of the proposed settlement. See Fed. R. Civ. P. 23(e)(2); Committee Notes. This inquiry must take into account the following four sub-factors:

(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3)

Fed. R. Civ. P. 23(e)(2).⁵⁵ Rule 23(e)(3) also requires disclosure of “any agreement made in connection with the proposal.” Fed. R. Civ. P. 23(e)(3).

134. Here, there is no doubt that the relief provided for the Classes under the Settlement is adequate in light of “the costs, risks, and delay of trial and appeal,” a factor identified by the Advisory Committee as a “central concern” in evaluating a proposed settlement.

See Committee Notes.

⁵⁵ Nearly all of the Grinnell factors address similar issues, specifically factor one—“the complexity, expense and likely duration of the litigation;” factors four through six—the risks of establishing liability, establishing damages, and maintaining the class action through the trial; factor seven—“the ability of the defendants to withstand a greater judgment;” and factors eight and nine—“the range of reasonableness of the settlement fund to a possible recovery” in light of the best possible recovery and all the attendant risks of litigation. Grinnell, 495 F.2d at 463.

135. The Advisory Committee Notes explain that, in evaluating this factor, “courts may need to forecast the likely range of possible classwide recoveries and the likelihood of success in obtaining such results,” taking into account, *inter alia*, “whether certification for litigation would be granted were the settlement not approved.” Id. Nevertheless, “the court should avoid conducting a mini-trial and must, ‘to a certain extent, give credence to the estimation of the probability of success proffered by class counsel.’” In re IKON Office Solutions, Inc. Sec. Litig., 194 F.R.D. 166, 181 (E.D. Pa. 2000).

136. The litigation of the Proposed Class Claims raises numerous complex legal issues which, if litigated to conclusion, would require extensive expenditures of time and resources with no certain benefit to the Plaintiffs.

137. As described in greater detail in the 9019 Motion, the Court explicitly stated, in the April 2015 Decision, that Ignition Switch Plaintiffs suffered a due process violation and that the obvious remedy would be leave to file late proofs of claim. See In re Motors Liquidation Co., 529 B.R. at 573-74, 583. Even if this statement is binding authority, which the GUC Trust asserts it is not, the Ignition Switch Plaintiffs may still need to establish that they can meet the Pioneer factors. The Non-Ignition Switch Plaintiffs, on the other hand, have not yet established a due process violation.

138. There also remains the issue of whether the equitable mootness doctrine is applicable to Plaintiffs’ claims—an issue left unresolved after the Second Circuit vacated the Bankruptcy Court’s equitable mootness ruling as advisory. See Elliott, 829 F.3d at 168-69.⁵⁶

⁵⁶ On appeal, the Ignition Switch Plaintiffs and Ignition Switch Pre-Closing Accident Plaintiffs argued that the Bankruptcy Court erred by, *inter alia*, failing to consider that effective relief could be fashioned by providing Plaintiffs with exclusive access to any Adjustment Shares that may be issued under the AMSPA. See Br. for Appellant Ignition Switch Plaintiffs, Elliott v. General Motors LLC (In re Motors Liquidation Co.), Appeal Nos. 15-2844(L), 15-2847(XAP), 15-2848(XAP) (2d Cir. Nov. 16, 2015) (ECF No. 235), 49-52; Br. for Ignition Switch Pre-Closing Accident Plaintiffs, Elliott v. General Motors LLC (In re Motors Liquidation Co.), Appeal

Additional complex issues would necessarily arise from continued litigation of Plaintiffs' claims, including class certification for litigation and issues regarding the viability and amount of Plaintiffs' claims.

139. Thus, continued litigation of Plaintiffs' claims would require substantial expenditures of time and resources from both the Plaintiffs and the GUC Trust, the resources of which would be depleted to the detriment of the Parties and GUC Trust Beneficiaries.

140. The Settlement Agreement, on the other hand, provides a tangible source of recovery for the Plaintiffs from the Adjustment Shares, in the short term, avoiding the uncertain results of expensive and protracted litigation and appeals. See Aramburu v. Healthcare Fin. Servs., Inc., No. 02-cv-6535 (MDG), 2009 WL 1086938, at *3 (E.D.N.Y. Apr. 22, 2009) (“[T]he settlement provides certain compensation to the class members now rather than awaiting an eventual resolution that would result in further expense without any definite benefit.”); In re BGI, Inc., 465 B.R. at 379 (“On the other hand, the Class Members would have received nothing if they were not successful. Therefore, it is reasonable for the Class Members ‘to take the bird in the hand instead of the prospective flock in the bush.’”).

141. As described in further detail in Section III.B.1 *supra*, Plaintiffs would almost certainly not receive a larger recovery through continued litigation than what they receive under the Settlement. In any event, “[d]ollar amounts [in class action settlement agreements] are judged not in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs’ case.” In re BGI, Inc., 465 B.R. at 381.

142. The substantial relief provided for the Classes under the Settlement, when balanced against the delay, cost, expense, and risk of trial, particularly in light of the complex

Nos. 15-2844(L), 15-2847(XAP), 15-2848(XAP) (2d Cir. Nov. 16, 2015) (ECF No. 183), 4, 52 n.18 (incorporating the arguments on the application of equitable mootness in the Ignition Switch Plaintiffs’ brief).

legal issues at play, demonstrates that the Settlement is fair, reasonable, and adequate for the Plaintiffs. See Vigil v. Finesod, 779 F. Supp. 522, 526 (D.N.M. 1990) (explaining that if the result of rejecting the proposed settlement would be a complicated and expensive course of litigation that is unlikely to be superior to the proposed settlement, the settlement should be approved); Great Neck Capital Appreciation Inv. P'ship, L.P. v. PriceWaterhouseCoopers, LLP (In re Harnischfeger Indus., Inc.), 212 F.R.D. 400, 409-10 (E.D. Wis. 2002) (“The mere possibility that the class might receive more if the case were fully litigated is not a good reason for disapproving the settlement.”).

143. The remaining sub-factors set forth in Rule 23(e)(2)(C) do not change the result. The second sub-factor—the effectiveness of any proposed method of distributing relief—is aimed at “ensur[ing] that [the claim processing method] facilitates filing legitimate claims.” Committee Notes. Here, the proposed claim processing method will be determined following Court-approval of the Settlement and the estimation proceedings. Any proposal will be subject to Court approval following notice and an opportunity for Plaintiffs to object.

144. With respect to the third sub-factor—the terms of any proposed award of attorney’s fees—the Advisory Committee explains that “the relief actually delivered to the class can be a significant factor in determining the appropriate fee award.” Id. Here, procedures for payment of attorneys’ fees will be determined following Court-approval of the Settlement and the estimation proceedings, when the relief actually delivered to the Classes will be known. These procedures will be subject to Court approval following notice and an opportunity for Plaintiffs to object.

145. The final sub-factor—any agreement made in connection with the proposal—is irrelevant as no such agreement exists here.

146. Accordingly, the relief provided for the Class weighs in favor of approving the Settlement Agreement.

C. The Settlement Treats Class Members Equitably Relative To Each Other.

147. The fourth factor under Rule 23(e)(1)—whether the proposal treats class members equitably relative to each other—also concerns the substantive fairness of the proposal. See Fed. R. Civ. P. 23(e)(1); Committee Notes. “Matters of concern could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways.” Committee Notes.

148. Here, the Settlement proceeds in three stages. In the first stage (approval of the Settlement Agreement) and the second stage (estimation of Plaintiffs’ claim), Class members have a common interest in maximizing the accord through Plaintiffs’ claims for damages against Old GM, which they are permitted to bring because Plaintiffs have suffered a common due process violation. Apportionment of relief will be dealt with in the third stage, when the Signatory Plaintiffs (with the assistance of Magistrate Judge Cott as mediator in the MDL Action) will devise the overall allocation of the value of the Settlement Fund between economic loss claims and personal injury/wrongful death claims and the eligibility and criteria for payment, subject to Court-approval following notice and an opportunity for Plaintiffs to object. Further, the scope of the Release affects all Class members in the same way. Thus, the proposal treats Class members equitably.

149. Accordingly, the considerations set forth in Rule 23(e) demonstrate that the Settlement is fair, reasonable, and adequate and should be approved by the Court

MEMORANDUM OF LAW

150. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Motion. Accordingly, this Motion satisfies Local Rule 9013-1(a). The Economic Loss Plaintiffs reserve all rights to file a memorandum of law in reply to any objection to this Motion.

NOTICE

151. Notice of this Motion has been provided in accordance with the Court-approved notice procedures. *See Sixth Amended Order Pursuant to 11 U.S.C. § 105(a) and Bankruptcy Rules 1015(c) and 9007 Establishing Notice and Case Management Procedures*, dated May 5, 2011 [ECF No. 10183]. The Economic Loss Plaintiffs submit that no other or further notice need be provided.

CONCLUSION

WHEREFORE, the Economic Loss Plaintiffs respectfully request that the Court enter the Preliminary Approval Order substantially in the form attached hereto as **Exhibit B**: (i) extending Bankruptcy Rule 7023 to these proceedings; and (iii) approving the form and manner of notice; and, following the final fairness hearing, the Final Approval Order substantially in the form attached hereto as **Exhibit C**: (i) granting class certification for settlement purposes; (ii) appointing class representatives and class counsel for settlement purposes; and (iii) approving the Settlement Agreement.

Dated: February 1, 2019
New York, New York

Respectfully submitted,

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EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “**Agreement**”), dated as of February 1, 2019, is entered into between:

Wilmington Trust Company, (the “**GUC Trust Administrator**”) solely in its capacity as trustee for and administrator of the Motors Liquidation Company General Unsecured Creditors Trust (and as defined in Section 2.25 herein, the “**GUC Trust**”)

-and-

The Signatory Plaintiffs, as hereinafter defined (the Signatory Plaintiffs and the GUC Trust, the “**Parties**”).

PREAMBLE¹

Background: The Old GM Bankruptcy.

A. Beginning on the Petition Date, Motors Liquidation Company f/k/a General Motors Corporation, a Delaware Corporation (“**Old GM**”), and certain of its affiliated companies (together with Old GM, the “**Debtors**”) commenced the Old GM Bankruptcy Case under chapter 11 of the Bankruptcy Code;

B. Also on the Petition Date, the Sellers entered into an agreement pursuant to which certain assets of the Sellers, including the brand “General Motors,” were to be sold to NGMCO, Inc., n/k/a General Motors LLC, a Delaware corporation (“**New GM**”);

C. As of July 5, 2009, the AMSPA was further and finally amended pursuant to a Second Amendment to the Amended and Restated Master Sale Purchase Agreement to, among other things, modify provisions in the original sale agreement relating to the issuance by New GM of a purchase price adjustment consisting of shares (the “**Adjustment Shares**”) of New GM Common Stock in respect of Allowed General Unsecured Claims;

D. Pursuant to the AMSPA, if the Bankruptcy Court issues an order estimating the aggregate allowed General Unsecured Claims against the Sellers at an amount exceeding thirty-five billion dollars (\$35,000,000,000), then New GM must, within five (5) business days of entry of such order, issue the Adjustment Shares;

E. If the Bankruptcy Court issues an Estimation Order estimating the aggregate allowed General Unsecured Claims against the Sellers at an amount at or exceeding forty-two billion dollars (\$42,000,000,000), New GM must issue the maximum amount of Adjustment Shares (30,000,000 shares);

¹ Capitalized terms used, but not otherwise defined in the Preamble shall have the meanings ascribed to such terms in the Definitions section of this Agreement.

F. On July 5, 2009, the AMSPA was approved pursuant to a Bankruptcy Code section 363 order (the “**Sale Order**”);

G. Pursuant to the Sale Order, New GM became vested in substantially all of the material assets of the Sellers;

H. On July 10, 2009 (the “**Closing Date**”), the 363 Sale was consummated;

I. On September 16, 2009, the Bar Date Order was entered establishing November 30, 2009 (the “**Bar Date**”) as the deadline to file proofs of claim against the Debtors;

J. On March 29, 2011, the Bankruptcy Court issued an order (the “**Confirmation Order**”) confirming the Plan;

K. The Plan created the GUC Trust pursuant to the GUC Trust Agreement, as a post-confirmation successor to the Debtors pursuant to Section 1145 of the Bankruptcy Code, to, *inter alia*, administer the GUC Trust Assets;

L. The Plan, GUC Trust Agreement, MSPA and Side Letter provided the GUC Trust with the sole, exclusive right to object to and settle General Unsecured Claims, pursue an Estimation Order, and request and receive the Adjustment Shares;

M. On March 31, 2011 (the “**Effective Date**”), the Plan was declared effective;

N. As of December 31, 2018, the total allowed General Unsecured Claims are \$31,855,431,837;

The Recalls and the Multi-District Litigation.

O. In or around February and March of 2014, New GM issued a recall, NHTSA Recall Number 14V-047, pertaining to 2,191,525 vehicles with an ignition switch defect (the “**Ignition Switch Defect**”);

P. In or around June, July and September of 2014, New GM issued four additional recalls pertaining to approximately 10 million vehicles with defective ignition switches, NHTSA Recall Numbers 14V-355, 14V-394, 14V-540 and 14V-400;

Q. In or around March of 2014, New GM issued a recall, NHTSA Recall Number 14V-118, pertaining to approximately 1.2 million vehicles with defective side airbags;

R. In or around March of 2014, New GM issued a recall, NHTSA Recall Number 14V-153, pertaining to over 1.3 million vehicles with defective power steering;

S. Commencing after the issuance of the recalls, numerous lawsuits were filed against New GM, individually or on behalf of putative classes of persons, by, *inter alia*,

- a. plaintiffs asserting economic loss claims who, prior to the Closing Date, owned or leased a vehicle with an ignition switch defect included in NHTSA Recall No. 14V-047 (the “**Ignition Switch Plaintiffs**”);
- b. plaintiffs asserting economic loss claims who, prior to the Closing Date, owned or leased a vehicle with defects in ignition switches, side airbags, or power steering included in NHTSA Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 and 14V-153 (the “**Non-Ignition Switch Plaintiffs**” and, together with the Ignition Switch Plaintiffs, the “**Economic Loss Plaintiffs**”);
- c. plaintiffs asserting personal injury or wrongful death claims based on or arising from an accident that occurred before the Closing Date involving an Old GM vehicle that was later subject to an ignition switch defect included in NHTSA Recall No. 14V-047 (the “**Ignition Switch Pre-Closing Accident Plaintiffs**”); and
- d. plaintiffs asserting personal injury or wrongful death claims based on or arising from an accident that occurred before the Closing Date involving an Old GM vehicle that was later subject to NHTSA Recall Nos. 14V-355, 14V-540, 14V-394 or 14V-400 due to defects in ignition switches, side airbags, or power steering (the “**Non-Ignition Switch Pre-Closing Accident Plaintiffs**” and together with the Ignition Switch Pre-Closing Accident Plaintiffs, the “**Pre-Closing Accident Plaintiffs**”),

T. Many of the cases commenced against New GM were consolidated in a multi-district litigation (the “**GM MDL**”) pending in the United States District Court for the Southern District of New York before the Hon. Jesse M. Furman (the “**District Court**”);

The Motions to Enforce Litigation.

U. In or around April and August of 2014, New GM sought to enjoin such lawsuits against New GM by filing motions to enforce the Sale Order with respect to: (i) Ignition Switch Plaintiffs; (ii) Ignition Switch Pre-Closing Accident Plaintiffs; and (iii) Non-Ignition Switch Plaintiffs (the “**Motions to Enforce**”);

V. Following the filing of the Motions to Enforce, the Bankruptcy Court identified initial issues to be addressed on the Motions to Enforce with respect to the Ignition Switch Plaintiffs and Ignition Switch Pre-Closing Accident Plaintiffs;

W. Following briefing and argument, the Bankruptcy Court issued a Decision on April 15, 2015, and a Judgment implementing the Decision on June 1, 2015;

X. In the Decision and the Judgment, the Bankruptcy Court ruled that “based on the doctrine of equitable mootness, in no event shall assets of the GUC Trust held at any time in the past, now or in the future (collectively, the ‘GUC Trust Assets’) (as defined in the Plan) be used to satisfy any claims of the Plaintiffs”;

Y. On July 13, 2016, the Second Circuit issued an opinion on direct appeal of the Decision and Judgment, vacating the Bankruptcy Court’s equitable mootness ruling as an advisory opinion and further determining that (i) there was no clear error in the Bankruptcy Court’s factual

finding that Old GM knew or reasonably should have known about the ignition switch defect prior to bankruptcy, (ii) Old GM should have provided direct mail notice to vehicle owners, and (iii) individuals with claims arising out of the ignition switch defect were entitled to notice by direct mail or some equivalent, as required by procedural due process;

Z. Following the issuance of the Second Circuit's mandate, the Bankruptcy Court identified initial issues to be addressed on remand, including whether the Economic Loss Plaintiffs or Pre-Closing Accident Plaintiffs satisfy the requirements for authorization to file late proof(s) of claim against the GUC Trust and/or whether such claims are equitably moot;

AA. Pursuant to an Order to Show Cause, on December 22, 2016, the Economic Loss Plaintiffs and certain Pre-Closing Accident Plaintiffs who had not received notice of the Order to Show Cause, filed motions [ECF Nos. 13806, 13807] for authority to file late proofs of claim, including late class proofs of claim; on July 28, 2017, certain Pre-Closing Accident Plaintiffs filed a motion [ECF No. 14018] for authority to file late proofs of claim, as supplemented on August 10, 2017, September 19, 2017, December 12, 2017 and July 19, 2018 [ECF Nos. 14046, 14112, 14195, 14346]; and on July 27, 2018, certain Pre-Closing Accident Plaintiffs filed a motion [ECF No. 14350] for authority to file late proofs of claim (collectively, the "**Late Claims Motions**");

BB. Pursuant to the Order to Show Cause, certain other Plaintiffs have filed joinders to the Late Claims Motions [ECF Nos. 13811, 13818];

CC. In or around March 2017, additional briefs were filed by Ignition Switch Plaintiffs, certain Ignition Switch Pre-Closing Accident Plaintiffs, New GM, and jointly by the GUC Trust and the Participating Unitholders on the Applicability of the *Pioneer* Issue and the Tolling Issue (as those terms are defined in the *Order Establishing, Inter Alia, Briefing Schedule for Certain Issues Arising From Late Claim Motions Filed by Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs and Certain Ignition Switch Pre-Closing Accident Plaintiffs* [ECF No. 13869]);

DD. On July 15, 2016 and June 30, 2017, Judge Furman issued opinions in the GM MDL explaining that the "benefit-of-the-bargain defect theory" of economic loss damages "compensates a plaintiff for the fact that he or she overpaid, at the time of sale, for a defective vehicle. That form of injury has been recognized by many jurisdictions." See *In re Gen. Motors LLC Ignition Switch Litig.*, 14-MD-2543 (JMF) (S.D.N.Y. June 30, 2017) [ECF Nos. 3119, 4175]. On April 3, 2018, Judge Furman denied without prejudice, New GM's motion for summary judgment with respect to Plaintiffs' claims for "benefit-of-the-bargain" damages [ECF No. 5310];

EE. On April 24, 2018, the Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs filed amended Proofs of Claim in connection with the Late Claims Motions [ECF No. 14280];

FF. On May 25, 2018, certain Pre-Closing Accident Plaintiffs filed a supplemental Late Claims Motion (the "**Supplemental Late Claims Motion**") [ECF No. 14325];

GG. Based upon the complexity of the issues in dispute, including, but not limited to the remaining 2016 Threshold Issues (the "**Disputed Issues**"), the potential for extensive, time consuming and expensive litigation regarding the Disputed Issues, the inherent uncertainty that would be attendant to litigating them, and the impact that an adverse judgment would have on the

GUC Trust, coupled with the desire to resolve the final potential claims against the GUC Trust, address any due process violations and attendant issues relating to the Recalls, and after review of the expert reports and proffer of evidence from the Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs, and Ignition Switch Pre-Closing Accident Plaintiffs, as well as expert reports and other materials from New GM, the GUC Trust agrees, as part of the settlement of the Disputed Issues, to seek the issuance of the Estimation Order as provided for pursuant to Section 3.2(c) of the AMSPA, Section 7.3 of the Plan, the Side Letter and Section 5.1 of the GUC Trust Agreement.

AGREEMENT

In settlement of the Disputed Issues between the GUC Trust and the Plaintiffs, the Parties agree to the following:

1. Preamble. The Preamble constitutes an essential part of the Agreement and is incorporated herein.

2. Definitions. The following terms used herein shall have the respective meanings defined below (such meanings to be equally applicable to both the singular and plural):

2.1 Adjustment Shares shall have the meaning ascribed to such term in the Preamble. Solely in the event that the Bankruptcy Court enters the Estimation Order, the term “Adjustment Shares” as used herein shall be deemed to exclude any amounts due and payable on account of taxes or withholding.

2.2 Adjustment Shares Waiver Provision shall have the meaning ascribed to such term in Section 5.4 hereto.

2.3 AMPSA means that certain Amended and Restated Master Sale and Purchase Agreement, by and among General Motors Corporation and its debtor subsidiaries, as Sellers, and NGMCO, Inc., as successor in interest to Vehicle Acquisition Holdings LLC, a purchaser sponsored by the U.S. Treasury, as Purchaser, dated as of June 26, 2009, together with all related documents and agreements as well as all exhibits, schedules, and addenda thereto, as amended, restated, modified, or supplemented from time to time.

2.4 Bar Date Order means that *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(B)(9)) and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof*, dated Sept. 16, 2009 [ECF No. 4079] entered by the Bankruptcy Court establishing the Bar Date.

2.5 Bar Date shall have the meaning ascribed to such term in the Preamble.

2.6 Bankruptcy Code means title 11 of the United States Code.

2.7 Bankruptcy Court means the United States Bankruptcy Court for the Southern District of New York.

2.8 Closing Date shall have the meaning ascribed to such term in the Preamble.

2.9 Co-Lead Counsel means, for purposes of this Agreement, Steve W. Berman of Hagens Berman Sobol Shapiro LLP and Elizabeth Cabraser of Lief, Cabraser, Heimann & Bernstein, LLP, who were individually and collectively appointed to represent all economic loss plaintiffs in the GM MDL by Order No. 8, In re Gen. Motors LLC Ignition Switch Litig., No. 14-MD-2543 (S.D.N.Y. Aug. 15, 2014) [ECF No. 249], or any other or replacement counsel appointed to represent any Ignition Switch or Non-Ignition Switch Plaintiffs in the GM MDL.

2.10 Communication shall have the meaning ascribed to such term in Section 3.15.

2.11 Confirmation Order shall have the meaning ascribed to such term in the Preamble.

2.12 Debtors shall have the meaning ascribed to such term in the Preamble.

2.13 Decision means the *Decision on Motion to Enforce Sale Order*, entered April 15, 2015 [ECF No. 13109] by Judge Robert E. Gerber in the Bankruptcy Court, published as In re Motors Liquidation Company, 529 B.R. 510 (Bankr. S.D.N.Y. 2015), as corrected in *Errata Order RE: Decision on Motion to Enforce Sale Order, In re Motors Liquidation Co.*, No. 09-50026, dated July 13, 2015 [ECF No. 13290].

2.14 Disputed Issues shall have the meaning ascribed to such term in the Preamble.

2.15 District Court shall have the meaning ascribed to such term in the Preamble.

2.16 Economic Loss Classes shall mean the putative class of Ignition Switch Plaintiffs and the putative class of Non-Ignition Switch Plaintiffs seeking certification under Rule 23.

2.17 Economic Loss Plaintiff shall mean any individual who, prior to the Closing Date, owned or leased a vehicle subject to a Recall other than NHTSA Recall No. 14v-540.

2.18 Effective Date shall have the meaning ascribed to such term in the Preamble.

2.19 Estimation Motion shall mean a motion filed in the Bankruptcy Court by the GUC Trust seeking a determination of Plaintiffs' aggregate Allowed General Unsecured Claims against the Sellers.

2.20 Estimation Order shall mean an order of the Bankruptcy Court estimating Plaintiffs' aggregate Allowed General Unsecured Claims against the Sellers, as contemplated by Section 3.2(c) of the AMSPA, substantially in the form to be agreed upon by the Parties.

2.21 Final Approval Order shall have the meaning ascribed to such term in Section 5.2.2.

2.22 Final Order shall have the meaning ascribed to such term in the Plan.

2.23 General Unsecured Claim shall have the meaning ascribed to such term in the Plan.

2.24 GM MDL shall have the meaning ascribed to such term in the Preamble.

2.25 GUC Trust means the trust created by the GUC Trust Agreement in the form approved as Exhibit D to the Plan, as the same has been and may further be amended from time to time.

2.26 GUC Trust Agreement means the *Second Amended and Restated Motors Liquidation Company GUC Trust Agreement*, by and among Wilmington Trust Company, as trust administrator and trustee of the GUC Trust, and FTI Consulting, as trust monitor of the GUC Trust, dated July 30, 2015, as it may be amended from time to time.

2.27 GUC Trust Assets means assets that have been held, are held, or may be held in the future by the GUC Trust. Solely in the event that the Bankruptcy Court enters the Estimation Order, the term “GUC Trust Assets” as used herein shall be deemed to exclude the Adjustment Shares.

2.28 GUC Trust Beneficiaries means, in accordance with Section F of the GUC Trust Agreement, holders of allowed General Unsecured Claims as of the date of this Agreement, and, for the avoidance of doubt, does not include Plaintiffs.

2.29 Ignition Switch Defect shall have the meaning ascribed to such term in the Preamble.

2.30 Ignition Switch Plaintiffs shall have the meaning ascribed to such term in the Preamble.

2.31 Ignition Switch Pre-Closing Accident Plaintiffs shall have the meaning ascribed to such term in the Preamble.

2.32 Judgment means the Judgment, entered June 1, 2015 [ECF No. 13177] by Judge Robert E. Gerber in the Old GM Bankruptcy Case.

2.33 Late Claims Motions shall have the meaning ascribed to such term in the Preamble.

2.34 Motors Liquidation Company Avoidance Action Trust means the trust established under the Plan in connection with recovery of proceeds of the Term Loan Avoidance Action.

2.35 Motions to Enforce means, collectively, the (i) *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court’s July 5, 2009 Sale Order and Injunction*, dated April 21, 2014 [ECF No. 12620]; (ii) *Motion of General Motors LLC Pursuant to 11 U.S.C §§ 105 and 363 to Enforce this Court’s July 5, 2009 Sale Order and Injunction Against Plaintiffs in Pre-Closing Accident Lawsuits*, dated August 1, 2014 [ECF No. 12807]; and (iii) *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court’s July 5, 2009 Sale Order and Injunction (Monetary Relief Actions, Other Than Ignition Switch Actions)*, dated August 1, 2014 [ECF No. 12808].

2.36 New GM shall have the meaning ascribed to such term in the Preamble.

- 2.37 New GM Common Stock** means the common stock of New GM (NYSE: GM).
- 2.38 NHTSA** means the National Highway Traffic Safety Administration.
- 2.39 Non-Ignition Switch Plaintiffs** shall have the meaning ascribed to such term in the Preamble.
- 2.40 Notice Cost Cap Amount** shall have the meaning ascribed to such term in Section 4.4.
- 2.41 Notice Provisions** shall have the meaning ascribed to such term in Section 4.2.
- 2.42 Old GM** shall have the meaning ascribed to such term in the Preamble.
- 2.43 Old GM Bankruptcy Case** means those proceedings commenced on June 1, 2009 in the Bankruptcy Court captioned *In re Motors Liquidation Company, et al., f/k/a General Motors Corp.*, Bankr. No. 09-50026.
- 2.44 Order to Show Cause** means the order entered by the Bankruptcy Court on December 13, 2016, which identified five threshold issues.
- 2.45 Participating Unitholders** means certain unaffiliated holders of 67% of the beneficial units of the GUC Trust, as of the date of this Agreement, represented by Akin Gump Strauss Hauer & Feld LLP.
- 2.46 Parties** means the Signatory Plaintiffs and the GUC Trust.
- 2.47 Petition Date** means June 1, 2009, when Motors Liquidation Company, f/k/a General Motors Corporation, a Delaware Corporation, and certain of its affiliated companies commenced cases under chapter 11 of the Bankruptcy Code.
- 2.48 PIWD** means claims for personal injury and wrongful death.
- 2.49 PIWD Counsel** means (i) Lisa M. Norman of Andrews Myers, P.C., but solely for the Pre-Closing Accident Plaintiffs represented by that law firm with respect to a Late Claims Motion and identified on Schedule 2; and (ii) Mark Tsukerman of Cole Schotz P.C., but solely for the Pre-Closing Accident Plaintiffs represented by that law firm with respect to a Late Claims Motion and identified on Schedule 3.
- 2.50 PIWD Plaintiffs** means those certain Pre-Closing Accident Plaintiffs represented by PIWD Counsel with respect to a Late Claims Motion or a Supplemental Late Claims Motion who have not entered into a settlement agreement with New GM and are identified on Schedules 2 and 3.
- 2.51 Plaintiffs** means the Ignition Switch Plaintiffs, the Non-Ignition Switch Plaintiffs, and the Pre-Closing Accident Plaintiffs, including all plaintiffs (whether named or unnamed, including unnamed members of the putative classes) covered by any of the Late Claims Motions, all plaintiffs represented by counsel that is signatory hereto and any other party who (i) prior to

July 10, 2009, suffered an economic loss claim by reason of his, her or its ownership or lease of an Old GM vehicle with an Ignition Switch Defect included in Recall No. 14V-047; (ii) prior to July 10, 2009 suffered an economic loss claim by reason of their ownership or lease of an Old GM vehicle with defects in ignition switches, side airbags, or power steering included in NHTSA Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 or 14V-153, it being understood however that the covenants and agreements to be performed by the Signatory Plaintiffs are to be performed by Co-Lead Counsel and PIWD Counsel and that no action or failure to act by any Plaintiff (other than the Signatory Plaintiffs) shall constitute a breach of this Agreement or shall excuse the performance of any other Party.

2.52 Plan means the Debtors' Second Amended Joint Chapter 11 Plan, filed March 18, 2011 [ECF No. 9836] by Motors Liquidation Company in the Old GM Bankruptcy Case.

2.53 Pre-Closing means any time before July 10, 2009, the date on which the 363 Sale between the Sellers and New GM closed.

2.54 Pre-Closing Accident Plaintiffs shall have the meaning ascribed to such term in the Preamble.

2.55 Preliminary Approval Order means an Order of the Bankruptcy Court (i) extending its discretion to apply Rule 23 to these proceedings, and (ii) approving the form and manner of notice to the Plaintiffs, including notice to the proposed Classes upon finding that this Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2) and certify the settlement-purpose classes.

2.56 Proofs of Claim means the late proofs of claim, including late class proofs of claim, that the Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs sought authority to file pursuant to the Late Claims Motions and the Supplemental Late Claims Motion, and any amendments thereto filed prior to the execution of this Agreement. For the avoidance of doubt, the Proofs of Claim do not include any proofs of claim filed by any client of Hilliard Martinez Gonzalez LLP or The Law Offices of Thomas J. Henry, including any parties who sought to file late claims pursuant to ECF No. 13807 and any related supplemental late claim motion (the "Hilliard Plaintiffs"). The Hilliard Plaintiffs shall not be entitled to any of the rights or benefits conferred under this Agreement.

2.57 Release shall have the meaning ascribed to such term in Section 5.3.

2.58 Recalls means NHTSA Recall Numbers 14V-047, 14V-355, 14V-394, 14V-540, 14V-400, 14V-118 and 14V-153.

2.59 Rule 23 means Rule 23 of the Federal Rules of Civil Procedure in effect on the date of this Agreement.

2.60 Sale Order means the *Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting Related Relief*, dated July 5, 2009 [ECF No. 2968] and the supporting *Decision on Debtors' Motion for Approval of (1) Sale of Assets to Vehicle Acquisition Holdings, LLC; (2)*

Assumption and Assignment of Related Executory Contracts; and (3) Entry into UAW Retiree Settlement Agreement, dated July 5, 2009 [ECF No. 2967].

2.61 Sellers means Motors Liquidation Company, formerly known as General Motors Corporation, together with three of its debtor subsidiaries, Chevrolet-Saturn of Harlem, Inc.; Saturn, LLC; and Saturn Distribution Corporation.

2.62 Settlement means the settlement of the Parties' disputes as provided for by this Agreement.

2.63 Settlement Effective Date shall have the meaning ascribed to such term in Section 3.1.

2.64 Settlement Fund means that trust, fund or other vehicle established and designated by the Signatory Plaintiffs for purposes of administration of Plaintiffs' claims reconciliation and/or distributions to Plaintiffs under a subsequent allocation methodology.

2.65 Settlement Motion shall have the meaning ascribed to such term in Section 2.2.

2.66 Side Letter shall mean the document attached hereto as Exhibit A, by and between the GUC Trust, the Debtors, New GM, and FTI Consulting (as trust monitor of the GUC Trust) dated September 23, 2011.

2.67 Signatory Plaintiffs means PIWD Counsel on behalf of the PIWD Plaintiffs identified on Schedule 2, and Co-Lead Counsel on behalf of the proposed class representatives for Ignition Switch Plaintiffs and proposed class representatives for certain Non-Ignition Switch Plaintiffs identified on Schedule 3.

2.68 Supplemental Late Claims Motion shall have the meaning ascribed to such term in the Preamble.

2.69 Term Loan Avoidance Action means the action captioned *Official Committee of Unsecured Creditors of Motors Liquidation Co. v. JPMorgan Chase Bank, N.A. et al.*, Adv. Pro. No. 09-00504 (Bankr. S.D.N.Y. July 31, 2009).

2.70 Term Loan Avoidance Action Claims shall have the meaning ascribed to such term in the GUC Trust Agreement.

2.71 2016 Threshold Issues means the five threshold issues identified in the Bankruptcy Court's Order to Show Cause of December 13, 2016.

2.72 363 Sale means the consummation of transactions that were approved on July 10, 2009 pursuant to the Sale Order.

3. Consent to Filing of Late Claims. The GUC Trust consents to the filing of the Proofs of Claim, as amended. For the avoidance of doubt, (i) the GUC Trust does not consent to the filing of any proofs of claim submitted by the Hilliard Plaintiffs or any other parties who are not

Signatory Plaintiffs and (ii) nothing in this Agreement shall constitute an agreement regarding the allowance of any Proofs of Claim.

4. Class Certification.

- 4.1 As soon as practicable following the execution of this agreement, the Economic Loss Plaintiffs shall prepare a motion (“**Class Certification Motion**”) substantially in the form agreed upon by the GUC Trust, seeking certification of the Economic Loss Class pursuant to Rule 23 on a preliminary and final basis, approval of the form and manner of notice, and appointment of class representatives and class counsel for Rule 23(a) and (g) settlement certification purposes.
- 4.2 As part of the Preliminary Approval Order, the Economic Loss Plaintiffs shall seek Bankruptcy Court approval of the form and manner of notice to the proposed members of the Economic Loss Classes and certain Pre-Closing Accident Plaintiffs (the “**Notice Provisions**”), substantially in the form to be agreed upon by the Parties and approved by the Bankruptcy Court.
- 4.3 The requested Notice Provisions shall include (i) publication notice by multimedia channels that may include social media, e-mail, online car and consumer publications, and a settlement website (which, for the avoidance of doubt, may be the GUC Trust’s website at www.mlgeustrust.com) where all relevant documents and long form notice will be posted; (ii) notice by postcard to: (A) all persons in the United States who, prior to July 10, 2009, owned or leased a vehicle manufactured by Old GM that was subject to the Recalls and whose claim has not been settled or adjudicated finally; (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM as of the date of this Agreement and whose claim has not been settled or adjudicated finally; and (C) all Pre-Closing Accident Plaintiffs who have filed or joined a motion for authorization to file late claims against the GUC Trust and whose claim has not been settled or adjudicated finally; (iii) notice to all defendants in the Term Loan Avoidance Action via the Bankruptcy Court’s ECF system and, to the extent a defendant is not registered to receive notice via the ECF system, via postcard, and (iv) notice via DTC’s LENSNOTICE system to holders of beneficial units of the GUC Trust.
- 4.4 The GUC Trust agrees to pay the reasonable costs and expenses for notice in an amount up to \$13,720,000 (the “**Notice Cost Cap Amount**”), to be paid directly to the Plaintiffs’ noticing agent upon presentment of an invoice and only after the Bankruptcy Court enters the Preliminary Approval Order, consistent with the terms of this Agreement. For the avoidance of doubt, the GUC Trust shall not be obligated to fund or otherwise be committed to fund any amount in excess of the Notice Cost Cap Amount.
- 4.5 The Parties agree that, in the event that the District Court issues an Opinion or Order on the *Defendant General Motors LLC’s Motion for Summary Judgment Against the Bellwether Economic Loss Plaintiffs* [GM MDL ECF No. 5859] (“**Summary Judgment Decision**”) that impacts the size, scope or composition of the classes of

Economic Loss Plaintiffs, the Parties shall, within five (5) business days from entry of the applicable Opinion or Order, engage in good faith negotiations regarding the applicable provisions of this Settlement Agreement impacted by said decision.

- 4.6 In furtherance of the Plaintiffs' Class Certification Motion, the GUC Trust shall file a motion seeking approval of an Order from the Bankruptcy Court directing the production of information held by General Motors LLC concerning the identity of any members of the Economic Loss Classes pursuant to Federal Rule of Bankruptcy Procedure 2004 and the applicable provisions of the MSPA.

5. Motion for Approval of Settlement.

- 5.1 As soon as practicable following the execution of this Agreement, the GUC Trust shall prepare and file a motion in the Bankruptcy Court (the "**Settlement Motion**") seeking approval of this Settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure. The Settlement Motion shall be in a form to be agreed upon by the Parties, and otherwise on terms acceptable to the GUC Trust, Co-Lead Counsel and PIWD Counsel, each in their sole and absolute discretion.

- 5.2 The Settlement Motion will ask the Bankruptcy Court to issue:

5.2.1 An order approving the reallocation up to the Notice Cost Cap Amount from GUC Trust Assets and authorizing (i) the payment of the noticing costs and (ii) the GUC Trust to enter into the Settlement Agreement and seek estimation pursuant to the terms of the GUC Trust Agreement.

5.2.2 An order granting approval of the Settlement Motion pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, which order may be the same order that provides final approval of the Settlement and Class Certification Motion pursuant to Rule 23 (the "**Final Approval Order**").

- 5.3 The Final Approval Order will include a provision that imposes a complete and irrevocable waiver and release on the part of all Signatory Plaintiffs with respect to any and all rights, claims and causes of action (including but not limited to any claims and causes of action arising as a result of the Recalls or with respect to General Unsecured Claims of the Plaintiffs arising under, or that may arise under, an Estimation Order), now existing or arising in the future, that any Signatory Plaintiff might directly or indirectly assert against the Debtors, their estates, the GUC Trust, the trust administrator of the GUC Trust, the GUC Trust Monitor, the GUC Trust Assets, the Motors Liquidation Company Avoidance Action Trust, the trustee for the Motors Liquidation Company Avoidance Action and the GUC Trust Beneficiaries, and channels all such claims or potential claims to the Settlement Fund for administration and satisfaction (the "**Release Provision**," and the waiver and release contemplated thereby, the "**Release**").

- 5.4 The Final Approval Order will include a provision that imposes a complete and irrevocable waiver and release from the GUC Trust, the GUC Trust Beneficiaries, the Motors Liquidation Company Avoidance Action Trust, and all defendants in

the Term Loan Avoidance Action, with respect to any rights to the Settlement Fund or the Adjustment Shares (the “**Adjustment Shares Waiver Provision**”).

- 5.5 Immediately upon the entry of the Final Approval Order, the Release Provision and Adjustment Shares Waiver Provision shall become effective and binding on all affected parties.
- 5.6 The Signatory Plaintiffs agree that they will not object to any and all injunctions sought by the GUC Trust pursuant to Bankruptcy Code Section 105 to further effectuate the Release Provision.

6. Estimation.

- 6.1 The GUC Trust shall file the Estimation Motion within three (3) business days of entry of the Final Approval Order. The Estimation Motion shall seek entry of the Estimation Order, which order shall:
 - 6.1.1 estimate the aggregate allowed General Unsecured Claims of Economic Loss Plaintiffs and certain Pre-Closing Accident Plaintiffs against Sellers and/or the GUC Trust pursuant to Bankruptcy Code Section 502(c), Section 5.1 of the GUC Trust Agreement, Section 7.3 of the Plan, Section 3.2(c) of the AMSPA and the Side Letter in an amount that, as of the date of the Estimation Order, could equal or exceed \$10 billion, thus triggering the issuance of the maximum amount of the Adjustment Shares;
 - 6.1.2 direct that, subject to Section 7 hereof, any such Adjustment Shares issued as a result of an Estimation Order, or the value of such Adjustment Shares, be promptly delivered by New GM to the Settlement Fund; and
 - 6.1.3 schedule a hearing in the Bankruptcy Court to consider the Estimation Motion and entry of the Estimation Order.
- 6.2 Notwithstanding Sections 157(b)(2)(B) and (b)(2)(O) of Title 28 of the United States Code, in connection with the Settlement Motion, to the extent (if any) consent is required, the Pre-Closing Accident Plaintiffs represented by PIWD Counsel consent to the Bankruptcy Court estimating their personal injury and wrongful death claims against the Sellers and/or the GUC Trust in connection with the settlement contemplated under this Agreement. The Pre-Closing Accident Plaintiffs represented by PIWD Counsel do not consent to estimation of their personal injury and wrongful death claims by the Bankruptcy Court for any other purpose other than implementation of the settlement contemplated under this Agreement or in connection with any other proceeding other than proceedings necessary to implement the settlement contemplated under this Agreement.
- 6.3 For the avoidance of doubt, each Signatory Plaintiff that is a Pre-Closing Accident Plaintiff settling a Late Claims Motion or a Supplemental Late Claims Motion against the GUC Trust relating to an accident that occurred before the Closing Date in a vehicle that was later subject to one of the Recalls waives any right to a jury

trial in connection with the following: (1) the estimation of his or her individual claim as a Pre-Closing Accident Plaintiff by the Bankruptcy Court, (2) the estimation of all late claims of PIWD Plaintiffs taken as a whole by the Bankruptcy Court, (3) the fixing of the amount to be distributed to such Pre-Closing Accident Plaintiff on account of his or her late claim, (4) the development and approval of the allocation of the Adjustment Shares and any other property or proceeds in the Settlement Fund between economic loss plaintiffs and Pre-Closing Accident Plaintiffs, (5) the development and approval of the criteria and eligibility for such PIWD Plaintiff to receive distributions from the Settlement Fund on account of his or her late claim, and (6) the fixing of the amount of such Signatory Plaintiff's claim for purposes of receiving distributions (if any) from the Settlement Fund pursuant to the terms of this Agreement.

7. Required Withholdings from Distributions. Notwithstanding anything in this Agreement to the contrary, and although not anticipated to be required to do so, the GUC Trust, the GUC Trust Administrator, and any applicable withholding agent shall be entitled to deduct and withhold from the distribution of the Adjustment Shares otherwise payable to the Settlement Fund pursuant to this Agreement any amount as may be required to be deducted and withheld with respect to the making of such payment under the United States Internal Revenue Code of 1986, as amended (the "**Code**"), or any other provision of tax law. The GUC Trust and the GUC Trust Administrator agree to provide the Settlement Fund with reasonable notice of its intent to deduct and withhold if required to do so, and to the extent practicable, consider in good faith any position that the Settlement Fund raises as to why withholding is not required or alternative arrangements proposed by the Settlement Fund that may avoid the need for withholding. To the extent that amounts are so withheld or deducted by the GUC Trust, the GUC Trust Administrator, or other applicable withholding agent, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Settlement Fund. In addition, in accordance with Section 6.1(e) of the GUC Trust Agreement and taking into account Section 7.3 of the GUC Trust Agreement, the GUC Trust Administrator may hold back from the distributions of Adjustment Shares contemplated by this Agreement sufficient Adjustment Shares or amounts in order to settle the tax liabilities of the GUC Trust incurred as a result of the transactions contemplated by this Agreement. To the extent such hold back of Adjustment Shares is necessary, the GUC Trust Administrator shall monetize such held back Adjustment Shares on the same date as the distribution of Adjustment Shares is provided to the Settlement Fund. Furthermore, the GUC Trust Administrator will request an expedited determination of taxes of the GUC Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for any and all tax periods that include transactions contemplated by this Agreement. Upon such determination (or, in the event a court of competent jurisdiction decides that such a determination is unavailable, as soon as reasonably practicable but no later than the expiration of the applicable statute of limitations), the GUC Trust Administrator will distribute in accordance with provisions of this Agreement any amounts held back in excess of any tax liabilities incurred by the GUC Trust as a result of the transactions contemplated by this Agreement. The GUC Trust and the GUC Trust Administrator agree to provide the Settlement Fund with reasonable notice of (a) any intent to hold back Adjustment Shares and (b) the amount to be withheld, with the intent that such withheld amount would not exceed what could be the final tax liability of the GUC Trust as a result of the transactions contemplated by this Agreement.

8. The Settlement Fund. The Signatory Plaintiffs or, in the alternative, an administrator appointed by the Signatory Plaintiffs, shall establish the Settlement Fund (at the sole cost of the Signatory Plaintiffs) and the procedures for the administration and allocation to Plaintiffs of the Settlement Fund, including the criteria for Plaintiffs to assert a claim against the Settlement Fund, the methodology for allocating the Settlement Fund to Plaintiffs, and procedures for payment of Plaintiffs' attorneys' fees.

(a) Allocation of any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund between the Economic Loss Plaintiffs and Pre-Closing Accident Plaintiffs shall be determined and approved by the Bankruptcy Court. Notice of any agreement as to the proposed allocation of any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund as between the Economic Loss Plaintiffs and Pre-Closing Accident Plaintiffs, along with information about the hearing date and how and when to assert any objections, will be provided by, and at the sole cost of, Signatory Plaintiffs (and not the GUC Trust) via a settlement website to all known Plaintiffs whose rights might be affected by such allocation, and such Plaintiffs shall have an opportunity to object to the proposed allocation at a hearing, as when and if such agreement is reached.

(b) Approval of the qualifications and criteria for Plaintiffs to be eligible to receive distributions from any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund shall be done by the Bankruptcy Court. Notice of any proposed criteria for determining the right or ability of each Plaintiff to receive a distribution from any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund on account of a claim against Debtors based upon economic loss or for PIWD arising or occurring before the Closing Date, along with information about the hearing date and how and when to assert any objections, will be provided by, and at the sole cost of, Signatory Plaintiffs (and not the GUC Trust) via a settlement website to all known Plaintiffs whose rights might be affected by the establishment of criteria for the payment of such claims and such Plaintiffs shall have an opportunity to object to the proposed criteria at a hearing, as when and if such criteria is developed. Being defined as a Plaintiff does not assure any party that he, she, or it will receive a distribution from any Adjustment Shares (or their value), or any other consideration contained in the Settlement Fund.

9. Settlement Effective Date. This Agreement shall become effective and binding on the Parties on the date on which this Agreement is fully executed by each of the Parties.

10. Termination.

10.1 Automatic Termination. This Agreement shall immediately terminate as to all Parties in the event (a) the Bankruptcy Court does not approve any aspect of the relief sought in the Settlement Motion, (b) the Bankruptcy Court does not enter either the Preliminary Approval Order or Final Approval Order, (c) the Bankruptcy Court denies class certification, or (d) the Bankruptcy Court requires notice or other procedures materially different from those set forth herein that are not otherwise reasonably acceptable to the Parties. For the avoidance of doubt, this Agreement shall not immediately terminate if the Bankruptcy Court denies approval of the Estimation Order. In the event of such automatic termination, this Agreement shall

be null and void, and each of the Parties' respective interests, rights, remedies and defenses shall be fully restored without prejudice as if this Agreement (except as set forth in Sections 11, 12, 13, 21, 23 and 27) had never existed and the Parties shall be returned to their respective positions *status quo ante*.

10.2 Termination by the GUC Trust. This Agreement shall be terminable at the option of the GUC Trust in the event (a) the Preliminary Approval Order is not entered on or before September 15, 2019; or (b) an appeal of the Summary Judgment Decision is filed by Co-Lead Counsel. In the event of such termination, this Agreement shall be null and void, and each of the Parties' respective interests, rights, remedies and defenses shall be fully restored without prejudice as if this Agreement (except as set forth in Sections 11, 12, 13, 21, 23 and 27) had never existed and the Parties shall be returned to their respective positions *status quo ante*.

10.3 Termination by Any Party for Cause. In the event of any material breach of the terms of this Agreement, the non-breaching Party may elect (in addition to any other remedies available to the non-breaching party hereunder or under applicable law) to terminate this Agreement by (i) providing a Communication to the breaching party as set forth in Section 23 below, and affording the breaching party a five (5) business day period in which to cure the purported breach, and (ii) absent such cure or the commencement of an action in the Bankruptcy Court with respect to the existence of any such breach, by providing a follow-up Communication to the breaching Party as set forth in Section 23 below, that declares the Agreement to be terminated. Following such termination for cause, the terms of the Agreement shall no longer be binding on the non-breaching Party (except as set forth in Sections 11, 12, 13, 21, 23 and 27).

11. Attorneys' Fees. Except as otherwise provided for herein, each of the Parties shall pay its own court costs, attorneys' fees, and all other expenses, costs, and fees incurred relating to this Agreement and any related litigation, including but not limited to the GM MDL and Motions to Enforce litigation. If any lawsuit or proceeding is required to enforce the terms of this Agreement, the prevailing party in any such lawsuit or proceeding shall be entitled to reasonable attorney's fees and costs.

12. No Admission. Nothing in this Agreement shall be deemed an admission of any kind. To the extent provided by Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding.

13. Remedies. Each of the Parties retain all remedies available in law or equity for breach of this Agreement by any Party, including, without limitation, the right of a non-breaching Party to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. For the avoidance of doubt, nothing in the Agreement is intended to waive any claims against New GM or to be an election of remedies against New GM; nor does the Agreement or any payments made in connection therewith represent full satisfaction of any claims against the Debtors, unless and until such claims are in fact paid in full from every available source; provided, however, that in no event shall any Plaintiff be permitted to seek any further payment or compensation from the

GUC Trust in respect of its claims or otherwise, other than the Adjustment Shares. Except as mandated otherwise under applicable law, (i) nothing in the Settlement Agreement shall be construed to waive (nor is anything in the Settlement Agreement intended by the Parties to waive) any claims that any Plaintiff may have against New GM or constitute an election of remedies by any Plaintiff; (ii) the Adjustment Shares (nor any distribution thereof to any Plaintiff) shall not represent full and final satisfaction of any claim that any Plaintiff may have against New GM, all of which are expressly reserved; and (iii) the Bankruptcy Court's estimate of the Plaintiffs' Allowed General Unsecured Claims in an Estimation Order shall not operate as a cap on any of the claims of any of the Plaintiffs against New GM.

14. No Litigation. Except as may be necessary to enforce the terms of this Agreement, the Parties and any other person who is an intended beneficiary hereunder, agree that she or he shall not commence or proceed with any action, claim, suit, proceeding or litigation against any other Party, directly or indirectly, regarding or relating to the matters described in this Agreement, or take any action inconsistent with the terms of the Agreement.

15. Further Assurances. Each of the Parties covenant to, from time to time, execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence, effectuate, or carry out the intent and purposes of this Agreement or to perform its obligations under this Agreement and the transactions contemplated thereby.

16. Cooperation. The Parties agree to reasonably cooperate with one another to effectuate an efficient and equitable implementation of this Agreement.

17. Counterparts; Facsimile; Signatures. This Agreement may be executed in any number of counterparts and by different Parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by any of the Parties by facsimile or .pdf electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement, shall be deemed to be an original signature hereto, and shall be admissible as such in any legal proceeding to enforce this Agreement.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, partners, attorneys, employees, representatives, officers, directors, shareholders, divisions, subsidiaries, affiliates, transferees, heirs, executors, administrators, personal representatives, legal representatives, successors, and assigns.

19. Integration. This Agreement constitutes the entire agreement and understanding among the Parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements, representations and understandings between or among any of the Parties hereto relating to such subject matter. In entering into this Agreement, the Parties and each of them acknowledge that they are not relying on any statement, representation, warranty, covenant or agreement of any kind made by any other party hereto or any employee or agent of any other party hereto, except for the representations, warranties, covenants and agreements of the Parties expressly set forth herein.

- 20. Amendment.** Except as otherwise specifically provided in this Agreement, no amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Parties.
- 21. Interpretation.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, and the Parties agree to take any and all steps which are necessary in order to enforce the provisions hereof.
- 22. Severability.** The terms and conditions of this Agreement are not severable. However, if any provision or part of any provision of this Agreement is for any reason declared or determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, law, statute, or ordinance, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and shall remain valid and fully enforceable, and such invalid, unenforceable, or illegal part or provision shall not be deemed to be part of this Agreement.
- 23. Notices.** Any notice, demand, request, consent, approval, declaration or other communication (a “**Communication**”) under this Agreement shall be in writing and shall be given or delivered (i) by a nationally recognized private overnight courier service addressed as indicated in Schedule 1 annexed hereto or to such other address as such party may indicate by a notice delivered to the other Parties hereto in accordance with the provisions hereof; or (ii) to the extent that such Communication has been filed with the Bankruptcy Court, via the electronic distribution means used by the Bankruptcy Court. Any Communication shall be deemed to have been effectively delivered and received, if sent by a nationally recognized private overnight courier service, on the first business day following the date upon which it is delivered for overnight delivery to such courier service.
- 24. Choice of Law and Forum; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws principles. The Bankruptcy Court shall have exclusive jurisdiction to resolve any dispute arising out of, related to or in connection with this Agreement to the exclusion of any other court, and the Parties hereby consent to the jurisdiction of the Bankruptcy Court for resolution of such disputes and agree that they shall not attempt to litigate any such dispute in any other court.
- 25. Advice of Counsel.** Each Party represents and acknowledges that it has been represented by an attorney with respect to this Agreement and any and all matters covered by or related to such Agreement. Each Party further represents and warrants to each other that the execution and delivery of this Agreement has been duly authorized by each of the Parties after consultation with counsel, that the persons signing this Agreement on their behalf below have been fully authorized by their respective Parties to do so, and that the undersigned do fully understand the terms of this Agreement and have the express authority to enter into this Agreement.
- 26. Assignment.** No assignment of this Agreement or of any rights or obligations hereunder may be made by any party hereto without the prior written consent of the other Parties hereto, and any attempted assignment without such prior consent shall be null and void.

27. Waiver. Except as otherwise specifically provided in this Agreement, any provision of this Agreement may be waived only by a written instrument signed by the Party against whom enforcement of such waiver is sought.

28. Headings, Number, and Gender. The descriptive headings of the sections of this Agreement are included for convenience of reference only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neutral genders, and vice versa.

29. Waiver of Jury Trial. Each of the Parties hereby irrevocably waives its rights, if any, to a jury trial for any claim or cause of action based upon or arising out of this Agreement.

30. Authority. Each of the Parties represents and warrants that (i) it has the requisite power and authority to execute and deliver this Agreement and any ancillary agreements connected hereto which it may be a party; (ii) the execution and delivery by it of this Agreement, and the performance of its obligations hereunder have been duly authorized by all necessary action on its part and (iii) this Agreement constitutes a legal, valid and binding obligation of such Party.

31. GUC Trust Fiduciary Duties. Nothing in this Agreement shall otherwise require the GUC Trust or the GUC Trust Administrator to take any action, or to refrain from taking any action, to the extent inconsistent with its fiduciary obligations under applicable law (as reasonably determined by them in good faith after consultation with legal counsel).

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

Wilmington Trust National Association,
Not individually, but solely in its capacity
as GUC Trust Administrator and Trustee of
the GUC Trust

By: [Signature]
Name: David A. Vanaskey, Jr.

Title: Vice President, Wilmington Trust
Company

BROWN RUDNICK LLP

On behalf of the Ignition Switch Plaintiffs and
certain Non-Ignition Switch Plaintiffs

By: _____
Name: Edward S. Weisfelner
Name: Howard S. Steel

Title: Designated Counsel for the Ignition
Switch Plaintiffs and certain Non-Ignition
Switch Plaintiffs in the Bankruptcy Court

STUTZMAN, BROMBERG, ESSERMAN &
PLIFKA, P.C.

On behalf of Ignition Switch Plaintiffs and
certain Non-Ignition Switch Plaintiffs

By: _____
Name: Sander L. Esserman

Title: Designated Counsel for the Ignition
Switch Plaintiffs and certain Non-Ignition
Switch Plaintiffs in the Bankruptcy Court

HAGENS BERMAN SOBOL SHAPIRO LLP

On behalf of the Ignition Switch Plaintiffs and
certain Non-Ignition Switch Plaintiffs

By: _____
Name: Steve W. Berman

Title: Co-Lead Counsel for the Ignition Switch
Plaintiffs and certain Non-Ignition Switch
Plaintiffs in the MDL Court

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

On behalf of the Ignition Switch Plaintiffs and
certain Non-Ignition Switch Plaintiffs

By: _____
Name: Elizabeth J. Cabraser

Title: Co-Lead Counsel for the Ignition Switch
Plaintiffs and certain Non-Ignition Switch
Plaintiffs in the MDL Court

ANDREWS MYERS, P.C.

On behalf of certain PIWD Plaintiffs

By: _____
Name: Lisa M. Norman

Title: Counsel to certain PIWD Plaintiffs

COLE SCHOTZ, P.C.

On behalf of certain PIWD Plaintiffs

By: _____
Name: Mark Tsukerman

Title: Counsel to certain PIWD Plaintiffs

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Name: Howard S. Steel

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STUTZMAN, BROMBERG, ESSERMAN &
PLIFKA, P.C.

On behalf of Ignition Switch Plaintiffs and
certain Non-Ignition Switch Plaintiffs

By: _____
Name: Sander L. Esserman

Title: Designated Counsel for the Ignition
Switch Plaintiffs and certain Non-Ignition
Switch Plaintiffs in the Bankruptcy Court

HAGENS BERMAN SOBOL SHAPIRO LLP

On behalf of the Ignition Switch Plaintiffs and
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By: _____
Name: Steve W. Berman

Title: Co-Lead Counsel for the Ignition Switch
Plaintiffs and certain Non-Ignition Switch
Plaintiffs in the MDL Court

**LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP**

On behalf of the Ignition Switch Plaintiffs and
certain Non-Ignition Switch Plaintiffs

By: _____
Name: Elizabeth J. Cabraser

Title: Co-Lead Counsel for the Ignition Switch
Plaintiffs and certain Non-Ignition Switch
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ANDREWS MYERS, P.C.

On behalf of certain PIWD Plaintiffs

By: _____
Name: Lisa M. Norman

Title: Counsel to certain PIWD Plaintiffs

COLE SCHOTZ, P.C.

On behalf of certain PIWD Plaintiffs

By: _____
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STUTZMAN, BROMBERG, ESSERMAN &
PLIFKA, P.C.

On behalf of Ignition Switch Plaintiffs and
certain Non-Ignition Switch Plaintiffs

By: _____

Name: Sander L. Esserman

Title: Designated Counsel for the Ignition
Switch Plaintiffs and certain Non-Ignition
Switch Plaintiffs in the Bankruptcy Court

HAGENS BERMAN SOBOL SHAPIRO
LLP

On behalf of the Ignition Switch Plaintiffs
and certain Non-Ignition Switch Plaintiffs

By: _____

Name: Steve W. Berman

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Switch Plaintiffs and certain Non-Ignition
Switch Plaintiffs in the MDL Court

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On behalf of certain PIWD Plaintiffs



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Name: Elizabeth J. Cabraser

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Plaintiffs and certain Non-Ignition Switch
Plaintiffs in the MDL Court

ANDREWS MYERS, P.C.

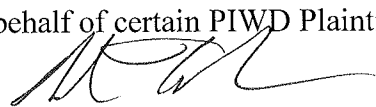
On behalf of certain PIWD Plaintiffs

By: _____
Name: Lisa M. Norman

Title: Counsel to certain PIWD Plaintiffs

COLE SCHOTZ, P.C.

On behalf of certain PIWD Plaintiffs

By: 
Name: Mark Tsukerman

Title: Counsel to certain PIWD Plaintiffs

EXHIBIT A

MOTORS LIQUIDATION COMPANY GUC TRUST

c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware, 19890-1615

September 23, 2011

Motors Liquidation Company
401 S. Old Woodward, Suite 370
Birmingham, Michigan 48009
Attn: Ted Stenger

Remediation And Liability Management Company, Inc.
c/o Motors Liquidation Company
401 S. Old Woodward, Suite 370
Birmingham, Michigan 48009
Attn: Ted Stenger

General Motors LLC
300 Renaissance Center]
Detroit Michigan 48265-3000
Attn: Lawrence Buonomo

FTI Consulting, Inc.
1201 W. Peachtree St., Suite 600
Atlanta, GA 30309
Attn: Anna Phillips

Re: Adjustment Shares

Ladies and Gentlemen,

Reference is made to the (i) Amended and Restated Master Sale and Purchase Agreement, dated as of July 5, 2009 (as amended, the "MSPA"), by and among General Motors Corporation (now known as Motors Liquidation Company) ("MLC"), certain of MLC's affiliated debtor entities listed therein (the "MSPA Affiliated Debtors") and NGMCO, Inc. (now known as General Motors LLC) ("GM"), (ii) Motors Liquidation Company GUC Trust Agreement, dated as of March 30, 2011 (as amended, the "GUC Trust Agreement"), by and among MLC, the MSPA Affiliated Debtors and certain other MLC affiliates (the "Debtors"), Wilmington Trust Company, solely in its capacity as GUC Trust Administrator and trustee of the Motors Liquidation Company GUC Trust (the "GUC Trust Administrator"), and FTI Consulting, Inc., solely in its capacity as GUC Trust Monitor of the Motors Liquidation Company GUC Trust, and (iii) Debtors' Second Amended Joint Chapter 11 Plan (the "Plan"), as confirmed by order of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on March 29, 2011. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the GUC Trust Agreement.

Pursuant to the GUC Trust Agreement and the Plan, the Debtors are the parties designated to pursue and receive any Adjustment Shares (as such term is defined in the MSPA) prior to the GUC Trust Funding Date and the Motors Liquidation Company GUC Trust is the party designated to pursue and receive any Adjustment Shares on and after the GUC Trust Funding Date. In order to address any ambiguity under the MSPA or the GUC Trust Agreement regarding the timing and conditions precedent to the issuance of

any Adjustment Shares and in order to eliminate the potential burden on the Bankruptcy Court of estimating claims in order to calculate whether Adjustment Shares should be issued, the parties hereto enter into this letter agreement to fix procedures with respect thereto.

Notwithstanding Section 5.1 of the GUC Trust Agreement or otherwise, and in accordance with Sections 2.3(d) and 6.12 of the GUC Trust Agreement, the undersigned parties agree that the GUC Trust Administrator may, at any time (which for the avoidance of doubt shall not be restricted to on or before the 180th day following the Effective Time), seek (or require the Debtors to seek, as applicable) the Claims Estimate Order (as such term is defined in the MSPA). In the event that the GUC Trust Administrator determines to seek the Claims Estimate Order prior to the GUC Trust Funding Date, the Debtors agree to file and pursue the Claims Estimate Order (in accordance with Sections 2.3(d) and 6.12 of the GUC Trust Agreement) until the GUC Trust Funding Date, at which time the entitlement to pursue the Claims Estimate Order shall be transferred to the GUC Trust Administrator. Notwithstanding anything to the contrary in this letter agreement, in the event that any Adjustment Shares are required to be issued prior to the GUC Trust Funding Date, such Adjustment Shares shall be issued to MLC in accordance with section 3.2(c) of the MSPA.

The parties acknowledge that the GUC Trust Administrator's current intention is to delay a request for a Claims Estimate Order (which may be one or multiple orders) to such time, if any, that the GUC Trust Administrator determines, in its sole and absolute discretion, that the allowed eligible claims are likely to exceed \$35 billion in the aggregate. This delay is intended to eliminate the risk and uncertainty to all parties of estimating at this time the outcome of ongoing litigation with respect to Disputed Claims (as such term is defined in the Plan).

By executing the acknowledgment below, the parties further agree that at any time on or following the GUC Trust Funding Date, the GUC Trust Administrator (as successor to MLC) (i) may seek the Claims Estimate Order (or continue the prosecution of any Claims Estimate Order previously sought by the Debtors), and (ii) shall be entitled to receive the Adjustment Shares, in each case in accordance with Section 3.2(c) of the MSPA as if it were MLC.

For avoidance of doubt, this letter agreement is not intended to amend the MSPA; rather it is intended to clarify the parties' rights and responsibilities thereunder.

This letter agreement may be executed in multiple counterparts (including by means of telecopied or PDF signature pages), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that (i) it has all requisite power and authority to execute and deliver this letter agreement, (ii) this letter agreement constitutes the legal, valid and binding obligation of such party (assuming the due authorization, execution and delivery of this letter agreement by the other parties), and (iii) no further consent, approval or authorization is required on the part of any such party. This letter agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

Very truly yours,

MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its capacity as GUC Trust Administrator

By: 

Name:

Title:

David A. Vanaskey, Jr.
Vice President

Acknowledged and agreed to on
this ____ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By: _____

Name:

Title:

REMEDICATION AND LIABILITY MANAGEMENT COMPANY, INC:

By: _____

Name:

Title:

GENERAL MOTORS LLC

By: _____

Name:

Title:

FTI CONSULTING, INC.,
solely in its capacity as GUC Trust Monitor

By: _____

Name:

Title:

Very truly yours,

MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its capacity as GUC Trust Administrator

By: _____
Name:
Title:

Acknowledged and agreed to on this ____ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By: *Ted Stenger*
Name: *STENGER*
Title: *EVA*

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC:

By: *Ted Stenger*
Name: *STENGER*
Title: *EVA*

GENERAL MOTORS LLC

By: _____
Name:
Title:

FTI CONSULTING, INC.,
solely in its capacity as GUC Trust Monitor

By: _____
Name:
Title:

Very truly yours,

MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its capacity as GUC Trust Administrator

By: _____
Name:
Title:

Acknowledged and agreed to on this ____ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By: _____
Name:
Title:

REMEDICATION AND LIABILITY MANAGEMENT COMPANY, INC:

By: _____
Name:
Title:

GENERAL MOTORS LLC

By: *MP Millikin*
Name: Michael P. Millikin
Title: Senior Vice President and General Counsel

FTI CONSULTING, INC.,
solely in its capacity as GUC Trust Monitor

By: _____
Name:
Title:

Very truly yours,

MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its capacity as GUC Trust Administrator

By: _____
Name:
Title:

Acknowledged and agreed to on this ____ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By: _____
Name:
Title:

REMEDICATION AND LIABILITY MANAGEMENT COMPANY, INC:

By: _____
Name:
Title:

GENERAL MOTORS LLC

By: _____
Name:
Title:

FTI CONSULTING, INC.,
solely in its capacity as GUC Trust Monitor

By: *Anna Phillips*
Name: *Anna Phillips*
Title: *Senior Managing Director*

Schedule 1

If to the GUC Trust:

c/o Drinker Biddle & Reath LLP
1177 Ave. of the Americas
41st Floor
New York, NY 10036
Attn: Kristin K. Going
Clay Pierce

If to the PIWD Plaintiffs represented by Andrews Myers, P.C.:

c/o Andrews Myers, P.C.
1885 St. James Place, 15th Floor
Houston, Texas 77056
Attn: Lisa M. Norman

If to the Ignition Switch Plaintiffs and/or certain Non-Ignition Switch Plaintiffs (or Co-Lead Counsel on their behalf):

c/o Hagens Berman Sobol Shapiro LLP
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Attn: Steve W. Berman, Esq.

c/o Loeff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, California 94111
Attn: Elizabeth J. Cabraser, Esq.

c/o Brown Rudnick LLP
Seven Times Square
New York, New York 10036
Attn: Edward S. Weisfelner
Howard S. Steel

c/o Stutzman, Bromberg, Esserman & Plifka,
a Professional Corporation
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Dallas, Texas 75201
Attn: Sander L. Esserman

If to the PIWD Plaintiffs represented by Cole Schotz P.C.:

c/o Cole Schotz, P.C.
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Attn: Mark Tsukerman

c/o The Cooper Firm
531 Roselane Street, Suite 200
Marietta, GA 30060
Attn: Lance Cooper

c/o Beasley, Allen, Crow, Methvin, Portis &
Miles P.C.
218 Commerce Street
Montgomery, AL 36104
Attn: J. Cole Portis

Schedule 2

ANDREWS MYERS, PC - Pre-Closing Accident Plaintiffs

	Last name	First name	Actual Date of Injury
1.	Aguilar	Angel	02/28-29/2008
2.	Allen	Carl	02/01/2008
3.	Alvarado	Angelica	04/07/2007
4.	Amaya	Anthony	06/28/2009
5.	Amaya	Brandon	06/28/2009
6.	Amaya	Rosalie	06/28/2009
7.	Anderson	Cindy	02/14/2003
8.	Anderson	Jeanne	03/25/2003
9.	Anderson Wheeler	Vickie K.	06/14/2007
10.	Andrew	Curtis	03/15/2009
11.	Applewhite	Allen	12/12/2007
12.	Ashford	Karl	07/26/2006
13.	Ator	Carole	05/09/2008
14.	Bachelder	Jeannine	07/23/2007
15.	Badalucco	Anthony	07/22/2004
16.	Ball	Sarah K.	01/24/2006
17.	Barnett	Parnell R.	09/20/2008
18.	Barrera	Rafael	06/11/2007
19.	Barton	James	08/19/2008
20.	Baylous	Marquessia	08/25/2007
21.	Bazinette	Carolyn	08/15/2005
22.	Beaty	Robert	05/01/2009
23.	Bednar	Jared	01/09/2008
24.	Benard	Mary J.	03/01/2005
25.	Bennett	Erick	07/04/2008
26.	Bennett	Mary	02/26/2006
27.	Bernard	Sylvia M.	06/24/2006
28.	Bhandari	Sunita	07/03/2008
29.	Bingle	Bonnie J.	02/13/2009
30.	Birkheimer	LeAnn	07/09/2006
31.	Bittner	Vickey A.	04/24/2008
32.	Black	Benita	06/21/2007
33.	Bleicken	Eric	04/26/2008
34.	Bloedow	Barbara	07/14/2007
35.	Boggs	Alvin	01/14/2007
36.	Bonds	Ashanti	02/28/2009
37.	Booth	Cody	06/02/2009
38.	Botello	David	04/07/2007
39.	Bovanizer	Brian K.	01/16/2009
40.	Bovanizer	Karen A.	01/16/2009
41.	Boyle	James	05/12/2009

42.	Bradfield	Annette	12/25/2006
43.	Bradley	Cynthia	11/23/2006
44.	Brown	Bertha	04/17/2009
45.	Brown	Chante	12/19/2007
46.	Brown	Joshua	12/31/2008
47.	Brown	Jovan	10/03/2007
48.	Brown	Samantha	02/01/2009
49.	Browning	Stephani	01/21/2008
50.	Brown-Washington	Patricia	09/05/2008
51.	Brzozowski	Diane M.	02/28/2009
52.	Brzozowski	Jennifer A.	02/28/2009
53.	Burke	Christina	03/09/2009
54.	Burley	William	12/19/2008
55.	Campbell	Frankie L.	04/15/2009
56.	Cantu	Kristopher	09/10/2008
57.	Carrisales	Patrick	11/25/2003
58.	Celestine	Glory	12/31/2005
59.	Champagne (Decd.)	Dustin	5/25/2007
60.	Charly	Sallie	03/25/2009
61.	Childs	Jewell	07/01/2008
62.	Clapper	James G.	04/20/2007
63.	Clark	Teresse	10/17/2005
64.	Clem	Paul	05/08/2006
65.	Cochran	Kim	02/11/2005
66.	Coleman	Anthony	07/11/2009
67.	Collins	Daryl	12/09/2007
68.	Comens	Pamela	Dec-07
69.	Cook	Julie R.	12/31/2006
70.	Cook	Reina	12/29/2006
71.	Coviello	Rebecca	04/09/2008
72.	Cuesta	James	03/13/2005
73.	Curry	Derek	08/05/2005
74.	Cyr	Elizabeth	05/03/2007
75.	Dalsass	Donna	02/11/2007
76.	Dardano	Joanne	12/12/2008
77.	Davidson	Betty J.	09/23/2007
78.	Davis	Tajanae	04/27/2007
79.	Davis	Terry	08/19/2003
80.	Davis	Tiffaney	08/15/2004
81.	Delasso	Seiarra	01/23/2009
82.	Delp	Amanda	05/27/2008
83.	Dent	Anthony	12/11/2008
84.	Dent	Nell	12/30/2005

85.	Dinar	Joseph	10/24/2003
86.	DiSchiavi	Mario	12/10/2008
87.	Dixon	Ashley	01/10/2007
88.	Doll	Lyndsey	11/30/2008
89.	Donato	Joann	07/18/2005
90.	Dorsey	Alonda	07/06/2009
91.	Dorsey-Foster	Amanda	07/06/2009
92.	Doyle	Lisa M.	02/05/2008
93.	Dullen	Ryan	2004
94.	Dziedzic	Tommy	12/21/2005
95.	Earnest	Crystal	04/22/2005
96.	Earnest	Gregory	04/22/2005
97.	Earnest	Jessie	04/22/2005
98.	Earnest	Tyler	04/22/2005
99.	Eaton	Mark L.	06/02/2006
100.	Edwards	Andre	03/07/2007
101.	Edwards	Franklin	09/16/2005
102.	El-cheikh	Sheryl	09/10/2001
103.	Enders	Kathryn	09/25/2008
104.	Eubank	Betty	08/09/2007
105.	Evans	Daniel	10/04/2002
106.	Fallon	Patrick	10/30/2001
107.	Farley	Wanda	02/02/2009
108.	Farrar	Julius	03/09/2004
109.	Faugno	Nicole	Jul-06
110.	Fedoris	Joe	09/15/2007
111.	Fettig	Austin	07/15/2003
112.	Fettig	Howard J.	07/15/2003
113.	Fettig	Jamie	07/15/2003
114.	Fischer	Darrin	05/26/2003
115.	Fitzpatrick	Aliza	10/30/2004
116.	Floyd	Rayland	02/02/2009
117.	Foerster	Wilson I.	04/18/2000
118.	Fonseca	Nina	02/07/2006
119.	Forbes	Andre	05/23/2004
120.	Forrest	Janice	06/07/2007
121.	Frazier	Brenda	06/25/2007
122.	Frimel	Carol	08/27/2007
123.	Fritze (Decd.)	Dean	01/04/2009
124.	Fritze (Decd.)	Minerva	01/04/2009
125.	Geisleman	Laura	10/15/2007
126.	Gentry	Rodney	01/31/2008
127.	George	Nancy R.	10/14/2007

128.	Gibson	Demetria	02/25/2008
129.	Gilliam	Edward	11/24/2008
130.	Gillis	Michael	10/23/2007
131.	Glasper	Dandra	02/12/2006
132.	Glenn	Rodney	05/30/2009
133.	Gless	Todd	07/07/2006
134.	Godwin, Jr.	James	07/17/2009
135.	Gonzalez	Jesus	03/04/2005
136.	Goodman	Nancy	07/01/2009
137.	Gottshall	Sonia	09/21/2007
138.	Grant	Chas	08/26/2006
139.	Green	Chasity	04/09/2006
140.	Green	Sederick	05/27/2008
141.	Green	Thomas	06/05/2006
142.	Hackbarth	Brant	12/14/2003
143.	Hadley	Melissa	01/29/2009
144.	Hair	Danisha	05/27/2007
145.	Hale	Howard	02/13/2009
146.	Hamm	Loretta	06/09/2001
147.	Hamrick	Sharlie	03/11/2006
148.	Harl	Kenneth J., Sr.	11/21/2008
149.	Harrington	Bill	12/23/2006
150.	Harrington	Richard J.	12/27/2007
151.	Harris	Vickie C.	12/04/2004
152.	Harvey	Steven	05/28/2008
153.	Hauser	Ryan	01/28/2009
154.	Hayes	Nathan W.	01/25/2007
155.	Haynes	Robin	2008
156.	Healy	William	05/16/2009
157.	Henderson	Bonnie	02/05/2009
158.	Hendron	Robin	03/28/2006
159.	Henzel	Jessica	10/09/2005
160.	Hernandez	Aida	06/08/2007
161.	Hernandez	Rosalia	06/16/2009
162.	Hester	Reginald	05/22/2005
163.	Hester	Rosie	05/22/2005
164.	Hester	Terri	05/22/2005
165.	Higgins	Shatora	03/05/2005
166.	Hightower	Tracy	11/24/2008
167.	Hill	Adam	10/13/2005
168.	Hill	David	07/20/2008
169.	Hillin	Misty	08/08/2008
170.	Hiney	Christine	09/11/2007

171.	Hlavac	Janice	05/15/2007
172.	Holcomb	Supreina	05/27/2007
173.	Holub	Jessica	2009
174.	Hopkins	Gary R.	04/02/2008
175.	Hosfelt	Helene	04/28/1999
176.	Hutchings	Kevin	01/05/2006
177.	Hvizda	Paulette	06/10/2009
178.	Isley	Randy J., Sr.	12/23/2003
179.	Jackson	Christine	09/01/2005
180.	James	Amber	08/10/2007
181.	Jankauskas	Roseanne	02/02/2009
182.	Jaskula	Joseph	11/21/2007
183.	Jimenez (Decd.)	Jordan	01/23/2007
184.	Johnson	Ennis	08/15/2008
185.	Johnson	Kevin	01/22/2008
186.	Johnson	LaShauna	04/27/2007
187.	Johnson	Miguel	10/18/2007
188.	Johnson	Shanga	07/06/2009
189.	Jones	Antoinette	06/15/2008
190.	Jones	Jimmy	11/12/2007
191.	Jones	Madeline S.	01/23/2008
192.	Jones	Precila	06/28/2000
193.	Joseph	Kevin	03/01/2005
194.	Josey	Barbara	02/27/2008
195.	Kasey	Dallas	11/06/2004
196.	Kearney	LaToya	05/27/2008
197.	Keyes	Ronnie N.	11/23/2006
198.	Kilbourne	Mary Ann	07/06/2007
199.	King	Dominque	08/17/2001
200.	King	Jeanette	08/17/2001
201.	King	Keith	11/12/1999
202.	Kiziah	Sandra K.	04/11/2008
203.	Kletzien	Emily	03/04/2005
204.	Knight	Justin	10/07/2006
205.	Konz	Susan (for dec. David Konz)	05/20/2002
206.	LaDow	Charles	01/01/2004
207.	LaFevor	Kimberly	10/23/2008
208.	Lambert	Jennifer H.	08/30/2008
209.	Lamon	Eric A.	01/24/2007
210.	Landry	Eugene	04/10/2006
211.	Lasley	Julie	08/29/2006
212.	Lavergne	Keisha	08/18/2007
213.	Lawkin	Lyndon	07/14/2007

214.	Lawrimore	Gina	09/13/2012
215.	Lefever	Troy	08/15/2005
216.	Lehman	Sylvia	08/04/2006
217.	Lewis	Gloria	02/01/2002
218.	Likens	Thurman P., III	03/13/2009
219.	Limon	Juan Carlos	05/04/2008
220.	Linden	Michael	05/09/2006
221.	Little	Amelia	12/05/2006
222.	Little	Leawaiia	08/12/2008
223.	Lloyd	Robert J.	02/15/2003
224.	Lonzo	Calvin	08/02/2005
225.	Lynch	Melinda	11/24/2002
226.	MacLaren	Nathan	05/15/2009
227.	Magee	Juahem	08/25/2007
228.	Manuel-Collins	Yolanda	12/09/2007
229.	Marquiss	Amy	05/24/2008
230.	Martinez	Louella	03/15/2008
231.	Masternak	Becky	10/12/2004
232.	Mastrich	Debra	12/01/2001
233.	Mathis	Steve	11/14/2007
234.	Mayr	Mark	03/08/2009
235.	Mayrant	Tyisha	01/16/2009
236.	Mays	Joshua	01/04/2007
237.	McBrayer	Anthony	11/11/2006
238.	McCarthy	Shawn	06/07/2009
239.	McCarthy (Decd.)	Cory	10/07/2008
240.	McClain	Wendy	05/07/2007
241.	McCluney	Demetria	03/20/2007
242.	McClure	Katrina	11/15/2008
243.	McDonough	John	03/03/1998
244.	McGhee	Gina	01/03/2009
245.	McLeod	Jacoby	01/20/2000
246.	McLeod	Scott	01/20/2000
247.	McMillin	Juliet	11/14/2007
248.	Merritt	Ruby	03/19/2008
249.	Mikeska	Christopher	12/17/2007
250.	Milam	Mark	02/27/2008
251.	Miles	Lisa	02/28/2009
252.	Miller	Ariel	09/06/2008
253.	Miller	Grace	03/29/2008
254.	Miller	Jennifer L.	05/18/2008
255.	Miller	Jessie	08/26/2006
256.	Miller	Star	10/21/2007

257.	Monroe	Jerry	09/20/2001
258.	Moore	Wilbur	11/12/2007
259.	Morales	Jason	09/29/2006
260.	Morgan	Glenda	12/11/2008
261.	Morris	Lillian	06/10/2009
262.	Morris	Sonya	06/20/2001
263.	Morrison	Sheryl	05/07/2008
264.	Morrison	Thomas	05/07/2008
265.	Mortin	Phillip	07/16/2008
266.	Morton	Philip G.	07/16/2008
267.	Mull	Bruce W.	09/21/2008
268.	Mungo	Ernest	12/07/2007
269.	Murray	Shirley	07/02/2004
270.	Murrell	Tiffany L.	02/15/2006
271.	Murry	Kienda	05/20/2009
272.	Myers	Rachel	07/23/2005
273.	Nash	Jenifer	04/01/2007
274.	Nelson	Richard L.	10/01/2007
275.	New	Michael	01/29/2009
276.	Nichols	Michael	06/12/2006
277.	Niemisto	Diane	06/12/2009
278.	Norwood	Dijionay	08/25/2007
279.	Norwood	Sumer	08/25/2007
280.	O'Bryan	Brandon	01/01/2007
281.	Olufs	Courtney	09/25/2008
282.	Olufs	Joshua	09/25/2008
283.	Owens	Evelyn L.	09/13/2004
284.	Owens	Jerome	01/14/2009
285.	Owens, Sr.	Perry	08/17/2001
286.	Parker	Andy	05/21/2004
287.	Parker	Randy	Fall 2008
288.	Patrick	Mary	12/11/2004
289.	Patterson	Richard	06/10/2009
290.	Perkins	Crystal	09/16/2008
291.	Perlstone	Paul	03/30/2007
292.	Perrino	Alyssa	02/16/2007
293.	Perrino	Joseph	02/16/2007
294.	Perrino	Kathleen	02/16/2007
295.	Perymon	Sinator	09/01/2000
296.	Peters	Merle	01/06/2009
297.	Phillips	Ami	05/24/2009
298.	Phillips	Okeshia	01/15/2008
299.	Pier	David	01/16/2005

300.	Pierce	Donald E.	09/07/2005
301.	Polanowski	Jennifer	03/08/2009
302.	Polanowski	Mark	03/08/2009
303.	Pope	Lloyd A.	11/04/2004
304.	Pope	Twanna	10/25/2001
305.	Portale	Phil	08/20/2007
306.	Prayleau	Priscella	01/16/2009
307.	Pritchett	John L.	02/10/2004
308.	Pruski	Alexander	10/13/2007
309.	Rahman	Minimiah W.	05/06/2008
310.	Ramirez	Melissa	12/20/2007
311.	Ramsden	Jerry D.	05/04/2008
312.	Randolph	Annie	08/09/2007
313.	Ray	Kristi	10/10/2008
314.	Reed	Joy	09/23/2008
315.	Reeves	Curtis	06/09/2002
316.	Renckert	Michael	10/27/2006
317.	Rhoades	Brigette	03/14/2007
318.	Rhodes	Marian	11/14/2007
319.	Rhyner	Allen	03/04/2005
320.	Richardson	Jerry	07/08/2009
321.	Richardson	Steve	07/02/2004
322.	Ricketts	Byron	03/01/2006
323.	Riley	Jibreel	06/18/2007
324.	Rivers	Antonio	03/28/2005
325.	Roberts	Valare	03/23/2007
326.	Robinson	Diane	06/19/2008
327.	Robinson	Laquinda	06/28/2009
328.	Rodman	Casey D.	01/05/2009
329.	Rodney	Van	02/05/2009
330.	Rogers	Kevin	02/13/2008
331.	Rolfes	Todd	02/28/2009
332.	Roy	Blake K.	03/05/2006
333.	Rozier	Kevin	02/24/2008
334.	Rubino	Gary	06/04/2009
335.	Rutledge	Raeann	01/18/2005
336.	Sachs	Andrea	08/01/2008
337.	Salazar	Ontonio	03/05/2008
338.	Samuels	Sandra	03/19/2008
339.	Sanchez	Alejandro	10/13/2007
340.	Sandel	Kelly	04/25/2009
341.	Sanders	Felicia	01/14/2009
342.	Sanderson	Sheila	04/14/2005

343.	Sasser	Stephanie	11/02/2008
344.	Sauseda	Michael	12/08/2008
345.	Scherer	Claudette	05/14/2006
346.	Schnieter	Marianne	11/26/2007
347.	Schultz	Lisa	04/16/2008
348.	Selby	Mathew	05/13/2009
349.	Shaffer	Maurice	02/14/2009
350.	Shaffer (Decd.)	Lloyd	02/14/2009
351.	Sharon	Debra	08/16/2008
352.	Shaw	Tony	01/28/2006
353.	Sheldon	Connie M.	07/11/2007
354.	Sherman	Chelsea	05/21/2006
355.	Sherman	Emily	05/21/2006
356.	Silk-Miller	Colleen	07/04/2007
357.	Sills	Jerome	11/22/2004
358.	Simecek	Dawn	11/02/2007
359.	Simmonds	Alner	07/02/2004
360.	Simmons	David	03/07/2006
361.	Simpson	Lynette	01/02/2009
362.	Sims	Charles Arthur	05/08/2005
363.	Sims	Janice	06/01/2001
364.	Singleton	Beulah	01/13/2007
365.	Singleton	Billy	01/13/2007
366.	Sinnett	Kasie	03/28/2004
367.	Sinnokrot	Mamoon	12/02/2005
368.	Skelton	Mark	12/31/2005
369.	Slade	Austin	03/29/2006
370.	Smart	Kayla	10/01/2005
371.	Smith	Denise	07/21/2007
372.	Smith	Mark	02/13/2009
373.	Smith	Mildred	04/05/2008
374.	Smith	Monica	07/20/2002
375.	Smith	Ruth	08/16/2006
376.	Smith	Steve	04/23/2005
377.	Speed	Kimberly	06/18/2009
378.	Stafford (Decd.)	Theodore	02/25/2007
379.	Starlin	Marvella	01/18/2006
380.	Stephenson	Shakiria	2007
381.	Stevenson	Kim M.	07/28/2004
382.	Stewart	Annette	08/20/2007
383.	Stiens	Karen	03/01/2008
384.	Tate	Rasheed	07/12/2002
385.	Taylor	Cynthia L.	02/01/2006

386.	Taylor	Mike	12/27/2000
387.	Tenner	Tiffany	04/11/2008
388.	Theakos	Jeannine E.	02/14/2009
389.	Thomas	Ashley	04/13/2009
390.	Thomas	Mary	02/11/2009
391.	Thompson-Warren	Kesha	06/02/2007
392.	Tilley	Joan	07/08/2008
393.	Tipton	Kristina	09/12/2007
394.	Tittle	James	05/29/2009
395.	Tollefson	Mary Ann	10/15/2007
396.	Tooley	Camille	01/10/2009
397.	Tousoulis	Denise	05/25/2009
398.	Tousoulis	John	05/25/2009
399.	Trice	Matthew J.	09/05/2005
400.	Tyler	Lora	09/15/2004
401.	Tyler	Theresa	Summer 2008
402.	Valcarce-Stuart	Rosaura	05/20/2008
403.	Vallee	Candus M.	02/14/2008
404.	Vines	Sarah	10/19/2003
405.	Wagley	Kelly	02/26/2008
406.	Walker	Thomas	07/05/2009
407.	Washington	George	02/08/2008
408.	Washington-Hardy	Eloise	05/08/2008
409.	Watson	Marcus B.	11/20/2006
410.	Wells	Fredrick	03/18/2008
411.	Werth	Regina	04/18/2007
412.	Whalen	Pam	02/13/2006
413.	Whatley	Susan	05/29/2009
414.	Wheeler	Meghan	03/13/2009
415.	Wheeler	Vickie	06/14/2007
416.	Whitfield	Rose	12/25/2007
417.	Wiesjahn (Decd.)	Rachel	08/28/2008
418.	Wilkins	Damion	12/05/2006
419.	Wilkins	Rolando	12/05/2006
420.	Williams	Brittany	06/07/2009
421.	Williams	Claudia	06/07/2009
422.	Williams	Linda P.	11/17/2007
423.	Wilson	Candis M.	10/07/2005
424.	Wilson	Jazmin	03/03/2009
425.	Wilson	Patrick C.	01/15/2001
426.	Wisdom	Sharon L.	09/07/2008
427.	Wisniewski	Edward	10/22/2007
428.	Wooten	William	05/19/2009

429.	Worsham	John	08/25/2005
430.	Wrigley	Joyce	07/31/2008
431.	Writt	James	03/28/2009
432.	Wyatt	Lisa	12/19/2008
433.	Young	Ashley	04/03/2008
434.	Youngbear	James	07/29/2007
435.	Youngbear	Robert	07/27/2007
436.	Zayas	Ricardo	05/26/2007
437.	Zayas	Victor	05/26/2007
438.	Zenon	Shericia T.	06/27/2005
439.	Zimmer	Katherine	08/06/2005

Schedule 3

**The Cooper Firm and Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. –
Pre-Closing Accident Plaintiffs**

- (1) Vickey Meyers, as personal representative of the estate of Karen King (deceased);
- (2) Larry A. King, as personal representative of the estate of Hannah King; and
- (3) Rose Thompson, as personal representative of the estate of Ter'iel Thompson (deceased)

EXHIBIT B

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

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

PRELIMINARY ORDER: (1) EXTENDING BANKRUPTCY RULE 7023 TO THESE PROCEEDINGS; (2) APPROVING THE FORM AND MANNER OF NOTICE OF THE SETTLEMENT TO THE CLASSES AND PRE-CLOSING ACCIDENT PLAINTIFFS; AND (3) SCHEDULING A FAIRNESS HEARING

Upon *The Economic Loss Plaintiffs’ Motion to: (1) Extend Bankruptcy Rule 7023 to These Proceedings; (2) Approve the Form and Manner of Notice; (3) Grant Class Certification for Settlement Purposes Upon Final Settlement Approval; (4) Appoint Class Representatives and Class Counsel for Settlement Purposes; and (5) Approve the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Rule 23*, filed on February 1, 2019 (the “**Motion**”);¹ and the Bankruptcy Court having considered the Motion; and a preliminary hearing on the Motion having been held before this Court on March 11, 2019 (the “**Hearing**”) to consider the preliminary relief requested in the Motion; and the Bankruptcy Court having considered the statements of counsel on the record of the Hearing and the filings of the parties in connection with the Motion; and after due deliberation and sufficient cause appearing therefor,

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

THE BANKRUPTCY COURT HEREBY FINDS AND DETERMINES THAT:²

A. The statutory predicates for the preliminary relief requested in the Motion are Section 105 of the Bankruptcy Code and Bankruptcy Rules 7023 and 9014.

B. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Plan. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Proper and adequate notice of the Motion has been given for the purposes of granting the relief set forth herein.

D. The Bankruptcy Court takes judicial notice of the docket of the Bankruptcy Cases maintained by the Clerk of the Bankruptcy Court or its duly appointed agent, including, but not limited to, all pleadings and other documents filed, all orders entered and all evidence and arguments made, proffered, adduced and/or presented at the various hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases as they related to the Sale, Bar Date, Plan, or Recalls.

E. The Parties have demonstrated that the Court will likely be able to approve the Settlement Agreement under Rule 23(e)(2) as fair, reasonable, and adequate.

F. The Parties have demonstrated that the Court will likely be able to certify the Ignition Switch Class and Non-Ignition Switch Class for purposes of the Settlement.

G. The contents of the Direct Mail Notice and the Long Form Notice to the Classes meet the requirements of Rule 23(c)(2)(A) and 23(e)(1).

² The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

H. The Notice Procedures are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement and meet all applicable requirements of law, including but not limited to, Federal Bankruptcy Rules 7023 and 9019, Bankruptcy Code Section 105(d), and the Due Process Clause of the Fifth Amendment of the United States Constitution.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Bankruptcy Rule 7023 is applicable to these proceedings under Bankruptcy Rule 9014.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate, subject to further consideration at the Fairness Hearing described below.

3. For the purpose of a settlement in accordance with the Settlement Agreement, this Court, pursuant to Bankruptcy Rule 7023, hereby preliminarily certifies, subject to further consideration at the Fairness Hearing described below, the following classes of persons as settlement classes:

The "Ignition Switch Class" is defined as all persons asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047.

The "Non-Ignition Switch Class" is defined as all persons asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags, or power steering included in NHTSA Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 and 14V-153.

4. By this Order, the Court hereby exercises subject matter and personal jurisdiction over the Classes for purposes of evaluating the final certification of the Classes and the fairness and adequacy of the Settlement.

5. The Direct Mail Notice, the DTC Notice, and the Long Form Notice, as set forth in **Exhibits D, E, and G** to the Motion (the “**Notices**”), are hereby approved.

6. The Parties shall be authorized to make non-material changes to the Notices so long as Class Counsel and Counsel for the GUC Trust agree and one of the Parties files a notice thereof with the Court prior to the Fairness Hearing (defined below). Neither the insertion of dates nor the correction of typographical or grammatical errors shall be deemed a change to the Notices.

7. The Notice Procedures are approved. In accordance with the Notice Procedures:

- The Direct Mail Notice in a form substantially the same as that set forth in Exhibit D to the Motion shall be mailed to: (A) all persons in the United States who, prior to July 10, 2009, purchased or leased a defective vehicle manufactured by Old GM included in the Recalls; and (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM or filed or joined a motion for authority to file late claims against the GUC Trust, as of the date of the Settlement Agreement.
- The DTC Notice in a form substantially the same as that set forth in Exhibit E to the Motion shall be provided to the Unitholders via DTC’s LENSNOTICE system.
- Additional notice shall be provided via paid media including: (1) digital banner advertisements targeted specifically to owners or lessees of the defective vehicles manufactured by Old GM included in the Recalls; (2) pre-roll video ads placed on YouTube and other sites with YouTube embedded videos; (3) sponsored search listings on the three most highly-visited Internet search engines, Google, Yahoo!, and Bing; (4) a party-neutral informational press release issued to online press outlets throughout the United States; and (5) a settlement website where individuals will be able to obtain detailed information about the case and review documents including the Long Form Notice in a form substantially the same as that set forth in Exhibit G to the Motion (in English and Spanish), Settlement Agreement, the Final Approval Order, and answers to frequently asked questions (FAQs).

8. Prior to the Fairness Hearing (defined below), Class Counsel shall file a sworn statement of a person with knowledge evidencing compliance with the provisions of this Order concerning the Notice Procedures.

9. A hearing (the “**Fairness Hearing**”) shall be held at _____, on _____, 2019, in United States Bankruptcy Court, Southern District of New York, One Bowling Green, Courtroom 523, New York, New York, 10004-1408. At the Fairness Hearing, the Court will consider: (i) granting class certification for settlement purposes; (ii) appointing class representatives and class counsel for settlement purposes; and (iii) approving the Settlement Agreement on a final basis. The Fairness Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Classes or Pre-Closing Accident Plaintiffs.

10. To be considered at the Fairness Hearing, any Class member, Pre-Closing Accident Plaintiff, or other party-in-interest desiring to file an objection or other comment on the Settlement shall be required to file all such objections and comments and all supporting pleadings on or before _____, 2019, with service upon Counsel for the Signatory Plaintiffs and Counsel for the GUC Trust. The objections must be in writing, and must specifically include the following: (a) the name, address, and telephone number of the Class member, Pre-Closing Accident Plaintiff, or party-in-interest filing the objection; (b) a statement of each objection asserted; (c) a detailed description of the facts underlying each objection; (d) any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection; (e) if the objector is represented by counsel, a detailed description of the legal authorities supporting each objection; (f) if the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts; (g) if the objector plans to call a witness or present other evidence at the hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present; (h) a statement of whether the objector intends to appear at the hearing; (i) a copy of any exhibits which the objector may

offer during the hearing; and (j) a reference to “In re Motors Liquidation Company, *et al.*, f/k/a General Motors Corporation, *et. al.*, Case No. 09-50023(MG).”

11. Unless otherwise ordered by the Court, no objection to or other comment concerning the Settlement shall be heard unless timely filed in accordance with the respective guidelines specified above. Counsel for the Signatory Plaintiffs and Counsel for the GUC Trust shall promptly furnish each other with copies of any and all objections or written requests for exclusion that come into their possession.

12. Any objector who does not make his or her objection in the manner provided in this Order shall be deemed to have waived any such objection and shall forever be barred from making any objection to the Settlement, including without limitation, the propriety of class certification, the adequacy of any notice, or the fairness, adequacy or reasonableness of the Settlement.

13. Submissions of the Parties relative to the Settlement, including memoranda in support of the Settlement, shall be filed with the Clerk of the Court on or before _____, 2019.

14. Any attorney hired by any objector for the purpose of appearing and/or making an objection shall file his or her entry of Appearance at the objector’s expense on or before _____, 2019, with service on Class Counsel, Counsel for each Signatory Plaintiff, and Counsel for the GUC Trust.

15. Any Class Member or Pre-Closing Accident Plaintiff may appear at the Fairness Hearing in person, or by counsel if an appearance is filed and served as provided in this Order, and such person will be heard to the extent allowed by the Court. No person shall be permitted to be heard unless, on or before _____, 2019, such person has (a) filed with the Clerk of

the Court a notice of such person's intention to appear; and (b) served copies of such notice upon Class Counsel and Counsel for the GUC Trust.

16. All other events contemplated under the Settlement Agreement to occur after entry of this Order and before the Fairness Hearing shall be governed by the Settlement Agreement, to the extent not inconsistent herewith. Class Counsel and Counsel for the GUC Trust shall take such further actions as are required by the Settlement Agreement.

17. If Final Approval of the Settlement does not occur, or if the Settlement does not become effective on or before the Effective Date as provided in the Agreement, or if the Settlement is rescinded or terminated for any reason, the Settlement and all proceedings had in connection therewith shall be null and void and without prejudice to the rights of the Parties before the Settlement was executed and made, and this Order and all Orders issued pursuant to the Settlement shall be vacated, rescinded, canceled, annulled and deemed "void" and/or "no longer equitable" for purposes of Fed. R. Bankr. P. 9024.

18. Neither this Order, the Agreement, nor any of their terms or provisions, nor any of the negotiations between the Parties or their counsel (nor any action taken to carry out this Order), is, may be construed as, or may be used as an admission or concession by or against any of the Parties of: (i) the validity of any claim or liability, any alleged violation or failure to comply with any law, and any legal or factual argument, contention or assertion; (ii) the truth or relevance of any fact alleged by Plaintiffs; (iii) the existence of any class alleged by Plaintiffs; (iv) the propriety of class certification if the litigation were to be litigated rather than settled; (v) the validity of any claim or any defense that has been or could have been asserted in this litigation or in any other litigation; or (vi) the propriety of class certification in any other proceeding or action.

19. Notwithstanding the possible applicability of Bankruptcy Rules 3002, 6004, 6006, 7062, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. The Bankruptcy Court shall have exclusive jurisdiction to interpret and enforce this Order.

Dated: _____, 2019

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY COURT

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

FINAL ORDER: (1) GRANTING CLASS CERTIFICATION FOR SETTLEMENT PURPOSES; (2) APPOINTING CLASS REPRESENTATIVES AND CLASS COUNSEL FOR SETTLEMENT PURPOSES; AND (3) APPROVING THE SETTLEMENT AGREEMENT BY AND AMONG THE SIGNATORY PLAINTIFFS AND THE GUC TRUST

Upon *The Economic Loss Plaintiffs’ Motion to: (1) Extend Bankruptcy Rule 7023 to These Proceedings; (2) Approve the Form and Manner of Notice; (3) Grant Class Certification for Settlement Purposes Upon Final Settlement Approval; (4) Appoint Class Representatives and Class Counsel for Settlement Purposes; and (5) Approve the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Rule 23*, filed on February 1, 2019 (the “**Rule 23 Motion**”)¹ seeking entry of, *inter alia*, a final order (i) granting class certification for settlement purposes; (ii) appointing class representatives and class counsel for settlement purposes; and (iii) approving the Settlement Agreement; and upon the *Motion of Motors Liquidation Company GUC Trust to Approve (I) the GUC Trust Administrator’s Actions, (II) the Settlement Agreement By and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Bankruptcy Code Sections 105, 363, and 1142 and Bankruptcy Rules 3002, 9014, and 9019, and (III) Authorize the Reallocation of GUC Trust Assets*, filed on February 1, 2019 (the “**Rule 9019 Motion**,” and together with the Rule 23 Motion, the “**Motions**”), seeking entry

¹Capitalized terms not defined herein shall have the meanings ascribed to them in the Rule 23 Motion.

of, *inter alia*, an order approving the Settlement Agreement; and the Bankruptcy Court having considered the Motions; and a Fairness Hearing on the Motions having been held before this Court on _____, 2019 (the “**Fairness Hearing**”) to consider the final relief requested in the Motions; and the Bankruptcy Court having considered the statements of counsel on the record of the Hearing and the filings of the parties in connection with the Motions; and upon the record of the Fairness Hearing; and after due deliberation and sufficient cause appearing therefor,

THE BANKRUPTCY COURT HEREBY FINDS AND DETERMINES THAT:²

- A. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).
- B. The statutory predicates for the relief requested in the Motions are Sections 105, 363, and 1142 of the Bankruptcy Code and Bankruptcy Rules 3002, 7023, 9014, and 9019.
- C. The Bankruptcy Court takes judicial notice of the docket of the Bankruptcy Cases maintained by the Clerk of the Bankruptcy Court or its duly appointed agent, including, but not limited to, all pleadings and other documents filed, all orders entered and all evidence and arguments made, proffered, adduced and/or presented at the various hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases as they related to the Sale, Bar Date, Plan, or Recalls.
- D. This Final Order incorporates and makes the Settlement Agreement, filed with the Court on February 1, 2019, a part hereof.
- E. As evidenced by the affidavits of service filed with this Court, proper and adequate notice of the Motions has been given in accordance in accordance with the *Preliminary*

² The findings and conclusions set forth herein constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Order (1) Extending Bankruptcy Rule 7023 to These Proceedings; (2) Approving the Form and Manner of Notice; and (3) Scheduling a Fairness Hearing (the “**Preliminary Order**”). The notice was good, sufficient and appropriate in light of the circumstances and the nature of the relief requested, and no other or further notice is or shall be required. The notice was reasonable and constituted due, adequate and sufficient notice to all persons and entities to be provided with notice. The notice fully satisfied the requirements of Bankruptcy Rules 7023 and 9019, Rule 23, due process, and any other applicable law.

F. Because adequate notice was disseminated and all potential members of the Classes and the Plaintiffs were given notice of the Settlement, the Court has personal jurisdiction over all members of the Classes and the Plaintiffs.

G. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Plan. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

H. The GUC Trust has demonstrated good, sufficient and sound business purposes, causes and justifications for the relief requested in the Rule 9019 Motion and the approval of the Settlement Agreement and the transactions contemplated thereby.

I. The GUC Trust has demonstrated that the relief requested in the Rule 9019 Motion is necessary for the prompt and efficient administration of the Old GM Bankruptcy Case and is in the best interests of the GUC Trust, its beneficiaries and other parties-in-interest.

J. The Settlement Agreement was negotiated and entered into by and among the Parties in good faith and from arm’s-length bargaining positions.

K. The GUC Trust has demonstrated that continued litigation of the matters resolved by the Settlement Agreement would be complex, costly and delay the closing of the Old GM Bankruptcy Case and the distribution of GUC Trust Assets in accordance with the Plan.

L. The Settlement Agreement resolves multiple disputes, claims and issues to which the Parties are involved in varying degrees, and in related but not necessarily identical ways, such that each Party's overall obligations to one or more other Parties constitutes good and sufficient consideration for the overall benefits each Party is to receive from one or more of the other Parties.

M. The settlements, compromises, releases and transfers contemplated in the Settlement Agreement are fair, reasonable and given in exchange for valuable and reasonably equivalent consideration.

N. The GUC Trust's entry into the Settlement Agreement, including the compromises and releases embodied therein, is a prudent and reasonable exercise of business judgment that is in the best interests of the GUC Trust and its beneficiaries.

O. The Settlement Agreement represents a multi-party resolution of a number of complex factual and legal issues, and the releases and acknowledgments contained therein and herein, and the injunction and findings provided by this Order, are a necessary element of the consideration received by the Parties, and a condition to the effectiveness of the Settlement Agreement.

P. There are no apparent conflicts of interest between the Economic Loss Plaintiffs as Representatives of the Classes and the Classes, or among the Classes.

Q. Co-Lead Counsel, Steve W. Berman of Hagens Berman Sobol Shapiro LLP and Elizabeth J. Cabraser of Lief Cabraser Heimann & Bernstein LLP, will fairly and adequately represent and protect the interests of the Classes.

R. The Classes fully satisfy all of the applicable requirements of Rule 23 and due process.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Any and all objections to the Motions that have not been withdrawn, resolved, waived or settled are overruled on the merits.

2. By this Order, the Court hereby exercises subject matter and personal jurisdiction over the Classes and the Plaintiffs for the purposes of evaluating the final certification of the Classes and the fairness and adequacy of the Settlement.

3. The Classes, each of which the Court previously certified preliminarily in the Preliminary Order, are hereby finally certified for settlement purposes as mandatory, non-opt out classes under Rule 23(b)(1). The Classes are defined as follows:

The "Ignition Switch Class" is defined as all persons asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047.

The "Non-Ignition Switch Class" is defined as all persons asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags, or power steering included in NHTSA Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 and 14V-153.

4. The Economic Loss Plaintiffs and Class Counsel will fairly and adequately represent and protect the interest of the Classes, have satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and are hereby appointed and approved as the representatives of the Classes and Class Counsel, respectively.

5. The terms and provisions of the Settlement Agreement, including all exhibits, have been entered into in good faith and as a result of serious, informed, arm's length and non-collusive negotiations. Based on the range of possible outcomes and the cost, delay, and uncertainty associated with further litigation, the Settlement Agreement is reasonable and cost-effective. The Settlement Agreement treats members of the Classes equitably relative to each other. Therefore, the Settlement Agreement is fully and finally approved pursuant to Rule 23, as fair, reasonable, and adequate as to, and in the best interests of the Classes and in full compliance with all applicable requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

6. Likewise, the Settlement Agreement is fully and finally approved under Federal Bankruptcy Rule 9019 as fair and equitable to the debtor, the estate, creditors and all other parties in interest, including all Affected Persons and all Plaintiffs. The Settlement Agreement and the transactions contemplated thereby, including the releases given therein, meet the standards established by the Second Circuit for the compromise and settlement in bankruptcy and are reasonable, fair and equitable and supported by adequate consideration.

7. The Parties are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions. The GUC Trust Administrator is authorized to perform all of its obligations pursuant to the terms of the Settlement Agreement, and to take any and all actions necessary or appropriate to effectuate the Settlement Agreement and to enforce its terms.

8. The terms of the Settlement Agreement and this Final Order shall be forever binding on all persons including, but not limited to, all members of the Classes, all Plaintiffs, any past or present holder of units of beneficial interests in the GUC Trust, any past or present holder

of an Allowed General Unsecured Claim, and all defendants in the Term Loan Avoidance Action.

9. All Plaintiffs, for themselves, and on behalf of their respective agents, employees, officers, directors, shareholders, successors, assigns, assignors, predecessors, members, beneficiaries, representatives (in their capacity as such) and any subsidiary or affiliate thereof, (the “**Releasing Parties**”), shall be deemed to completely, unconditionally and irrevocably release, waive (including a waiver under California Civil Code Section 1542) and forever waiver, discharge and release the GUC Trust, the GUC Trust Administrator, the GUC Trust Monitor, the Motors Liquidation Company Avoidance Action Trust, and the holders of beneficial units in the GUC Trust, and all of their subsidiaries and affiliates, and all of their respective past, present and future agents, attorneys, employees, officers, directors, shareholders, successors, assigns, members, representatives (in their capacity as such) (the “**Released Parties**”), from any and all, actions, obligations, suits, damages, attorneys’ fees, charges, claims (including but not limited to General Unsecured Claims and claims for injunctive and/or declaratory relief), costs, demands, expenses, judgments, liabilities and causes of action of any kind, nature or description, whether matured or unmatured, contingent or absolute, liquidated or unliquidated, known or unknown, foreseen or unforeseen, direct or derivative, preliminary or final, which the Releasing Parties may now have, ever had, or may in the future have against the Released Parties, the GUC Trust Assets, the Debtors, or their estates, arising out of or based on any facts, circumstances, issues, services, advice, or the like, occurring from the beginning of time through the date hereof that relate to, could relate to, arise under, or concern the Recalls, the Old GM Bankruptcy Case, the GM MDL, the Plan, the Late Claims Motions, the AMPSA, the Sale Order or any matter associated with any of the foregoing (collectively, the “**Released Claims**”); provided, however,

that the Releasing Parties shall retain all remedies available in law or equity for breach of the Settlement Agreement by the GUC Trust; and provided further that solely in the event that the Bankruptcy Court enters the Claims Estimate Order as contemplated by the Settlement Agreement, the foregoing Release and Waiver shall not apply to the Adjustment Shares, which shall be issued by New GM to the Settlement Fund for the exclusive benefit of Plaintiffs pursuant to the terms of the entered Claims Estimate Order (if any); and provided further that, nothing in the Settlement Agreement, the Motions or this Order is intended to waive any claims against New GM or be an election of remedies against New GM; nor does the Settlement Agreement, the Motions or this Order, or any payments made in connection therewith, represent full satisfaction of any claims against Old GM, unless and until such claims are in fact paid in full for every available source (provided, however, that in no event shall any Plaintiff be permitted to seek any further payment or compensation from the GUC Trust in respect of their claims or otherwise, other than the Adjustment Shares, if any) and, except as mandated otherwise by applicable law, nothing in the Settlement Agreement, the Motions or this Order shall waive or impair any claims that Plaintiffs may have against New GM, the Settlement shall not be an election of remedies by any Plaintiff, and the Settlement Fund shall not represent full and final satisfaction of any claims that Plaintiffs may have against New GM, which claims are expressly reserved. Nor shall the Settlement or any estimation or payment or distribution made in connection therewith constitute a cap on any claims by any of the Plaintiffs against New GM. In addition, the Releasing Parties shall be deemed to have agreed not to make any claim, commence or continue any action, lawsuit, adversary proceeding or other legal, equitable or administrative proceeding that asserts any such Released Claims against the Released Parties, the GUC Trust Assets, the Debtors, or their estates, or to seek any further funding from the Released Parties in

connection with the Released Claims, and the Released Parties are released and discharged of any further obligation to provide such funding.

10. The Releasing Parties shall be permanently stayed, restrained, enjoined and forever barred from taking any action against any of the Released Parties, the GUC Trust Assets, or Old GM's estates for the purpose of, directly or indirectly, collecting, recovering, or receiving payment or recovery with respect to, relating to, arising out of, or in any way connected with any Released Claim, whenever and wherever arising or asserted, all of which shall be resolved and satisfied by the Settlement Fund.

11. The Released Parties: (a) shall have no liability whatsoever to any holder or purported holder of a claim, equity interest or unit of beneficial interest in the GUC Trust, or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of, the settlement of the claims addressed by the Settlement Agreement, or the pursuit of approval of the Settlement Agreement or the Claims Estimate Order, the administration of the Settlement Agreement, or any transaction contemplated by the Settlement Agreement, or in furtherance thereof, or any obligations that they have under or in connection with the Settlement Agreement or the transactions contemplated by the Settlement Agreement (collectively, the "**Exculpated Claims**"), except (i) for any act or omission that constitutes willful misconduct or gross negligence as determined by a final order, and (ii) for any contractual obligation that is owed to a Party under the Settlement Agreement or this Order; and (b) in all respects, shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Settlement Agreement. No holder of any claim, interest or unit of beneficial interest in the GUC Trust, or other party-in-interest, none of their respective agents,

employees, representatives, financial advisors, attorneys, or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the Released Parties or the GUC Trust Monitor with respect to the Exculpated Claims. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

12. All of the value of the Settlement Fund (including the Adjustment Shares or their value, if issued pursuant to the Claims Estimate Order), shall be reserved for the exclusive benefit of the Plaintiffs, subject only to tax obligations or costs associated with the administration of the Settlement Fund.

13. Limited only by the tax provisions in the Settlement Agreement, the GUC Trust, the GUC Trust Administrator, the GUC Trust Monitor, all holders of beneficial units of the GUC Trust, all defendants in the Term Loan Avoidance Action, for themselves, and on behalf of their respective agents, employees, officers, directors, shareholders, successors, assigns, assignors, predecessors, members, beneficiaries, representatives (in their capacity as such) and any subsidiary or affiliate thereof (the “**GUC Releasing Parties**”) shall be deemed to completely and irrevocably release and waive any and all rights or interests they may now have, ever had, or may in the future have with respect to the Adjustment Shares, which shall be issued by New GM to the Settlement Fund for the exclusive benefit of Plaintiffs pursuant to the terms of the entered Claims Estimate Order (if any). In addition, the GUC Releasing Parties shall be deemed to have agreed not to make any claim, commence or continue any action, lawsuit, adversary proceeding or other legal, equitable or administrative proceeding that seeks to share in or recover from the Adjustment Shares. Further, the GUC Releasing Parties shall be enjoined and forever barred from directly or indirectly bringing, commencing, initiating, instituting, maintaining, prosecuting

or otherwise aiding, in any action of any kind or nature, whether in the United States, Canada or elsewhere, that seeks to share in or recover from the Adjustment Shares.

14. For the avoidance of doubt, this Order shall not be affected by the entry or non-entry of any Claims Estimate Order, or any subsequent reversal of any Claims Estimate Order on appeal or on remand.

15. The failure to specifically describe or include any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Settlement Agreement be authorized and approved in its entirety.

16. If there is any conflict between the terms of the Motions and the Settlement Agreement, the terms of the Settlement Agreement shall control, and if there is any conflict between the terms of this Order and the Settlement Agreement, the terms of this Order shall control.

17. Notwithstanding the possible applicability of Bankruptcy Rules 3002, 6004, 6006, 7062, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

18. The Bankruptcy Court shall have exclusive jurisdiction to interpret and enforce the Settlement Agreement and to resolve any disputes relating to or concerning the Settlement Agreement.

Dated: _____, 2019

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY COURT

EXHIBIT D

If you owned or leased a GM vehicle prior to July 10, 2009, your rights may be affected by a proposed bankruptcy court settlement.

A proposed "Settlement" involving the claims of owners and lessees of certain General Motors Corporation ("Old GM") vehicles has been submitted for Bankruptcy Court approval in the bankruptcy case of Old GM. **The purpose of this notice is to inform you of the proposed Settlement and your legal rights.**

Who Will be Affected by the Proposed Settlement? The Settlement includes "Affected Persons" in the United States who, prior to July 10, 2009, bought or leased certain Old GM vehicles or suffered personal injury or wrongful death in an accident involving certain Old GM vehicles. You were mailed this notice because you may be an Affected Person. Go to the Settlement Website, www.XXXXXXXXXXXXXX.com, or call 1-8xx-xxx-xxxx, to confirm if your vehicle is covered by the Settlement, which would make you an Affected Person.

What are the Settlement Terms? If the Settlement is approved, each Affected Person will be deemed to have forever waived and released any and all legal claims they might otherwise have against the Old GM estate, the Motors Liquidation Company General Unsecured Creditors Trust (the "GUC Trust"), the trust administrator of the GUC Trust, the past and present assets of the GUC Trust, the Motors Liquidation Company Avoidance Action Trust, and/or the holders of beneficial units in the GUC Trust (collectively, the "Released Parties"). In exchange, the GUC Trust will seek the entry of an order estimating certain Affected Persons' claims (the "Claims Estimate Order"). If these claims are estimated at certain, specified levels that are detailed on the Settlement Website, New GM will be required to issue shares of New GM common stock to the Settlement Fund, which will be used to pay Affected Persons based on allocation and eligibility criteria that will be determined at a later date. The Notice of such details will be provided only on the Settlement Website.

THERE IS NO GUARANTEE THAT THE CLAIMS ESTIMATE ORDER WILL REQUIRE NEW GM TO ISSUE ANY SHARES. BUT IF THE SETTLEMENT IS APPROVED, YOU WILL BE PREVENTED FROM PURSUING YOUR OWN LAWSUIT ASSERTING INJURY, DEATH, OR ECONOMIC LOSS CLAIMS AGAINST THE OLD GM BANKRUPTCY ESTATE.

How Can I Get a Payment? Being defined as an Affected Person does not assure you will receive a distribution from the Settlement Fund. For details about the Settlement, the money that may be available to Affected Persons, and your eligibility to receive any distributions, you should visit www.XXXXXXXXXXXXXX.com and review the Long Form Notice and the Settlement Agreement.

Your Other Options. You can object to the proposed Settlement. The information on the Settlement Website explains how to object. The Bankruptcy Court will hold a hearing to consider whether to approve the Settlement on a final basis. You may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to. For more information, including when the hearing will be held, call or visit the Settlement Website below. **IF YOU DO NOT OBJECT TO THE SETTLEMENT AND THE SETTLEMENT IS APPROVED, YOU WILL BE BOUND BY THE RELEASE AND WAIVER.**

1-8xx-xxx-xxxx

www.XXXXXXXXXXXXXX.com

[On the back of the postcard will be the plaintiff's name and address, and court logo:]

IMPORTANT COURT-APPROVED LEGAL NOTICE FROM THE UNITED STATES
BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK



Plaintiff John Doe
123 45th Street
Anytown, USA. _____

General Motors Bankruptcy Settlement Information

EXHIBIT E

**ALL DEPOSITORIES, NOMINEES, BROKERS AND OTHERS:
PLEASE FACILITATE THE TRANSMISSION OF THIS NOTICE
TO ALL BENEFICIAL OWNERS.**

**NOTICE
TO HOLDERS OF**

**MOTORS LIQUIDATION COMPANY
GUC TRUST UNITS (CUSIP NO. 62010U101)¹**

_____, 2019

Reference is made to (i) the Second Amended Joint Chapter 11 Plan dated as of March 18, 2011 of Motors Liquidation Company and certain of its affiliates, which was confirmed by an order of the Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered on March 29, 2011 (as so confirmed, the “Plan”) and which became effective on March 31, 2011, and (ii) the Second Amended and Restated Motors Liquidation Company GUC Trust Agreement dated as of July 30, 2015 (the “GUC Trust Agreement”).² The above-described units (the “Trust Units”) representing contingent beneficial interests in the Motors Liquidating Trust General Unsecured Creditors Trust (the “GUC Trust”) were issued pursuant to the terms of the Plan and the GUC Trust Agreement. Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

The Plan provides for the establishment of the GUC Trust to implement the Plan, including by distributing GUC Trust Distributable Assets (as defined in the GUC Trust Agreement) and resolving outstanding Disputed General Unsecured Claims.

As previously disclosed in the GUC Trust’s public reports filed with the U.S. Securities and Exchange Commission, the GUC Trust is involved in litigation (the “Recall Litigation”) concerning purported economic losses, personal injuries and/or death suffered by certain lessees and owners of vehicles (persons who have suffered such losses or injuries, regardless of whether they are currently involved in the Recall Litigation, “Potential Plaintiffs”) manufactured by General Motors Corporation prior to its sale of substantially all of its assets to NGMCO, Inc., n/k/a General Motors LLC (“New GM”) on July 10, 2009. Certain of the Potential Plaintiffs have filed lawsuits against New GM, filed motions seeking authority from the Bankruptcy Court to file claims against the GUC Trust, including late class claims, or are members of a putative class covered by those actions.

¹ The CUSIP number appearing herein has been included solely for the convenience of the holders of the Trust Units. Wilmington Trust Company assumes no responsibility for the selection or use of such number and makes no representations as to the correctness of the CUSIP number appearing herein.

² Information on the bankruptcy proceedings, including a copy of the Plan, can be found at: <http://www.motorsliquidationdocket.com/>. Information can also be found on the website maintained by the trust administrator and trustee of the Motors Liquidation Company GUC Trust at <https://www.mlcgustrust.com/>.

On _____, 2019 the GUC Trust announced that it had reached an agreement (the “Proposed Agreement”) with certain of the Potential Plaintiffs (the “Signatory Plaintiffs”) which, if approved by the Bankruptcy Court on a final basis, would result in a waiver and release of all claims that are held, or could be held, by all Potential Plaintiffs against the GUC Trust in exchange for an agreement by the GUC Trust to seek entry of an order (the “Claims Estimate Order”) that estimates the total aggregate allowed general unsecured claims of the Potential Plaintiffs in an amount that could, as of the date of the Claims Estimate Order, equal or exceed \$10 billion. If the Proposed Agreement is approved on a final basis, holders of Trust Units will be deemed to provide a waiver and release of any rights they may have to additional shares of New GM common stock issued under the Claims Estimate Order, if entered. Based on the current amount of allowed and disputed unsecured claims against Old GM, New GM’s obligation to issue these additional shares would not be triggered absent Plaintiffs’ claims and the holders of Trust Units would have no expectation to receive these shares. Counsel to certain holders of 65% of the Trust Units was actively involved in negotiating and supports the Proposed Agreement.

Wilmington Trust Company, as trust administrator and trustee of the GUC Trust (in such capacity, the “GUC Trust Administrator”), hereby informs you that, on February 1, 2019, the GUC Trust filed a motion (the “Rule 9019 Motion”) with the Bankruptcy Court seeking, among other things, approval of the Proposed Agreement and authority to pay up to approximately \$13.7 million to fund the reasonable costs and expenses for notice. Also on February 1, 2019, certain of the Signatory Plaintiffs filed a motion (the “Rule 23 Motion,” and together with the Rule 9019 Motion, the “Motions”) with the Bankruptcy Court seeking, among other things, approval of the Proposed Agreement. Copies of the Motions are available on the website maintained by the GUC Trust: www.mlcguctrust.com.

The Bankruptcy Court has granted preliminary approval of the Settlement and has scheduled a final approval hearing on the Motions on _____, 2019 at _____ .m. (Eastern), with an objection deadline of _____, 2019 at _____ .m. (Eastern).³

Wilmington Trust Company has prepared this communication in its capacity as GUC Trust Administrator, based upon information supplied to it without independent investigation. You should not rely on Wilmington Trust Company as your sole source of information. Wilmington Trust Company makes no recommendations and gives no investment or legal advice herein, and holders of Trust Units are urged to consult with their own advisors concerning the Trust Units, the Plan and the Motion.

Should any holder of Trust Units have any questions regarding this notice, please contact Wilmington Trust Company as follows:

Wilmington Trust Company
Rodney Square North
1110 North Market Street
Wilmington, Delaware, 19890-1615
Phone No.: (866) 521-0079
Fax No.: (302) 636-4140

³ Please note the times and dates set forth herein are subject to change without further notice.

Wilmington Trust Company may conclude that a specific response to particular inquiries from individual holders of Trust Units is not consistent with its duties to provide equal and full dissemination to all holders of Trust Units.

Very Truly Yours,

Wilmington Trust Company,
solely in its capacity as GUC Trust Administrator

EXHIBIT F

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

----- x
IN RE: : Chapter 11
: :
MOTORS LIQUIDATION COMPANY, *et al.*, : No. 09-50026 (MG)
f/k/a GENERAL MOTORS CORP., *et al.*, :
: (Jointly Administered)
Debtors. :
----- x

**DECLARATION OF CAMERON R. AZARI, ESQ.,
ON IMPLEMENTATION AND ADEQUACY OF GENERAL
MOTORS BANKRUPTCY SETTLEMENT NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in dozens of federal and state cases involving class action notice plans.

3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions Inc. (“Epiq”).

4. Hilsoft has been involved with some of the most complex and significant notices and notice programs in recent history. With experience in more than 300 cases, notices prepared by Hilsoft have appeared in 53 languages with distribution in almost every country, territory and dependency in the world. Judges, including in published decisions, have recognized and approved numerous notice plans developed by Hilsoft, which have withstood collateral reviews by other courts and appellate challenges.

EXPERIENCE RELEVANT TO THIS CASE

5. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many of the largest and most significant cases, including: *In re: Takata Airbag Products Liability Litigation (Settlements with – BMW, Mazda, Subaru, Toyota, Honda and Nissan)*, MDL No. 2599 (S.D. Fla.) (\$1.2 billion in settlements regarding Takata airbags. The monumental Notice Plans included individual mailed notice to more than 51.5 million potential Class Members and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and specialized behaviorally targeted digital media. Combined, the Notice Plan reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle an average of 4.0 times each); *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, MDL No. 2672 (N.D. Cal.) (Comprehensive notice program within the Volkswagen Emissions Litigation that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort); *In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Date Notice)*, 14-10979 (CSS) (Bankr. D. Del.) (Large asbestos bar date notice effort, which included individual notice, national consumer publications and newspapers, hundreds of local newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience); *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 (E.D.N.Y.) (\$7.2 billion settlement reached with Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications, as

well as online banner notices, which generated more than 770 million adult impressions and a case website in eight languages); *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.) (Dual landmark settlement notice programs to separate "Economic and Property Damages" and "Medical Benefits" settlement classes. Notice effort included over 7,900 television spots, over 5,200 radio spots, and over 5,400 print insertions and reached over 95% of Gulf Coast residents); *In Re American Express Anti-Steering Rules Antitrust Litigation (II)* ("Italian Colors"), MDL No. 2221 (E.D.N.Y.) (Momentous injunctive settlement regarding merchant payment card processing. Notice program provided individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspaper in each of the U.S. territories and possessions); and *In Re: Checking Account Overdraft Litigation*, MDL 2036 (S.D. Fla.) (Multiple bank settlements between 2010-2016 involving direct mail and email to millions of class members and publication in relevant local newspapers. Representative banks include Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, Community Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, Bancorp, Whitney Bank, Associated Bank, and Susquehanna Bank).

6. Numerous other court opinions and comments as to Hilsoft's testimony, and opinions on the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**.

7. In forming my expert opinion, I and my staff drew from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, receiving my Bachelor of Science from Willamette University

and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Hilsoft since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs since that time. Prior to assuming my current role with Hilsoft, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal Advertising). Overall, I have over 17 years of experience in the design and implementation of legal notification and claims administration programs and have been personally involved in well over one hundred successful notice programs.

8. I have been directly and personally responsible for designing all of the notice planning here for notice to Plaintiffs,¹ including analysis of the individual notice options and the media audience data and determining the most effective mixture of media required to reach the greatest practicable number of Plaintiffs. The facts in this declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Hilsoft and Epiq.

9. I have been involved in reviewing or drafting the various forms of Notice described below. Each form is written in plain language and discloses information in a manner that is clear, concise, and straightforward.

OVERVIEW

10. This declaration will describe the Settlement Notice Plan (“Notice Plan” or “Plan”) and notices (the “Notice” or “Notices”) designed by Hilsoft Notifications and proposed here for providing notice to Plaintiffs of the Settlement in *In Re: Motors Liquidation Company*,

¹ “Plaintiffs” shall mean (i) all potential members of the “Classes,” and (ii) the “Pre-Closing Accident Plaintiffs,” as those terms are defined in the accompanying *The Economic Loss Plaintiffs’ Motion to: (1) Extend Bankruptcy Rule 7023 to These Proceedings; (2) Approve the Form and Manner of Notice; (3) Grant Class Certification for Settlement Purposes Upon Final Settlement Approval; (4) Appoint Class Representatives and Class Counsel for Settlement Purposes; and (5) Approve the Settlement Agreement by and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Rule 23* (the “Motion”).

et al., f/k/a General Motors Corp., et al., Case No. 09-50026 (MG) in the United States Bankruptcy Court for the Southern District of New York.

11. Hilsoft has reviewed the lists of vehicles included in the Settlement. For the Notice Plan, contact information will need to be obtained from New GM and/or IHS Markit, a service provider that acquired R.L. Polk & Co. and maintains data on vehicle registration (“Polk”). All lists will be combined and de-duplicated in order to find the most likely current address for each Plaintiff. The individual notice effort will be supplemented by a targeted media campaign. The media portion of the Notice Plan outlined below is targeted to owners and lessees of the makes and models included in the Settlement.

12. In my opinion, the proposed Notice Plan is designed to reach the greatest practicable number of Plaintiffs through the use of individual notice and paid and earned media. In my opinion, the Notice Plan is comprehensive, reasonable and satisfies the requirements of due process, including its “desire to actually inform” requirement.²

13. Notice shall be disseminated pursuant to the plan and details set forth below and referred to as the “Notice Plan.” The Notice Plan was designed to provide notice to the following group of Plaintiffs:

A. All persons in the United States who, prior to July 10, 2009, purchased or leased a vehicle manufactured by GM that were later included in the following recalls:

(1) Delta Ignition Switch Vehicles included in Recall No. 14v047: 2005-2010: Chevy Cobalt, 2006-2011 Chevy HHR, 2007-2010 Pontiac G5, 2007-2010 Saturn Sky, 2003-2007 Saturn ION, and 2006-2010 Pontiac Solstice;

² “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

(2) Low Torque Ignition Switch Vehicles, which are included in Recall Nos. 14v355, 14v394, and 14v400: 2005-2009: Buick Lacrosse, 2006-2014 Chevrolet Impala, 2000-2005 Cadillac Deville, 2006-2011 Cadillac DTS, 2006-2011 Buick Lucerne, and 2006-2008 Chevrolet Monte Carlo; 2003-2014 Cadillac CTS and the 2004-2006 Cadillac SRX; and 1997-2005 Chevrolet Malibu, 2000-2005 Chevrolet Impala, 2000-2005 Chevrolet Monte Carlo, 2000-2005 Pontiac Grand Am, 2004-2008 Pontiac Grand Prix, 1998-2002 Oldsmobile Intrigue, and 1999-2004 Oldsmobile Alero;

(3) Side Airbag Defect Vehicles included in Recall No. 14v118: 2008-2013 Buick Enclave, 2009-2013 Chevrolet Traverse, 2008-2013 GMC Acadia, and 2008-2010 Saturn Outlook; and

(4) Power Steering Defect Vehicles included in Recall No. 14v153: 2004-2006 and 2008-2009 Chevrolet Malibu, 2004-2006 Chevrolet Malibu Maxx, 2009-2010 Chevrolet HHR, 2010 Chevrolet Cobalt, 2005-2006 and 2008-2009 Pontiac G6, 2004-2007 Saturn Ion, and 2008-2009 Saturn Aura.

B. Plaintiffs asserting personal injury or wrongful death claims based on or arising from an accident that occurred prior to July 10, 2009 involving a vehicle manufactured and sold by Old GM that was subject to any of the forgoing recalls or to Recall No. 14V-540 for other vehicles with defective ignition switches (2008-2009 Pontiac G8) who have (i) filed a lawsuit against New GM as of the date of the Settlement Agreement, or (ii) filed or joined a motion for authorization to file late claims against the GUC Trust.

NOTICE PLAN

Individual Notice – Direct Mail

14. A Direct Mail Notice tailored to the potential owners/lessees of the included Old GM vehicles will be sent via First Class mail. Address updating (both prior to mailing and on undeliverable pieces) and re-mailing protocols will meet or exceed those used in other complex litigation settlements.

15. I understand that a comprehensive list of potential Plaintiffs exists – consisting of the current and former owners and lessees of the Old GM vehicles included in the Settlement. The database will be acquired from Polk and New GM and, if available, supplemented by other sources. All data may be de-duplicated and updated in order to find the most likely current address for each current and former vehicle owner/lessee. This data will be used to provide individual notice to virtually all Plaintiffs.

16. The mailed notice will consist of a postcard notice (the “Direct Mail Notice”) that clearly and concisely summarizes the Settlement. The Direct Mail Notice will direct the recipients to a website dedicated specifically to the Settlement where they can access additional information and learn about how to participate (the “Settlement Website”). The Direct Mail Notices will be sent by United States Postal Service (“USPS”) first class mail.

17. Prior to mailing, all mailing addresses provided will be checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”).³ Any addresses that are returned by the NCOA database as invalid will be updated through a third-party address search service. In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and

³ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

18. Direct Mail Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the postal service returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service (“ALLFIND”, maintained by LexisNexis). Upon successfully locating better addresses, Notices will be promptly re-mailed.

19. Additionally, a Long Form Notice will be mailed to all persons who request one via the toll-free phone number or by mail. The Long Form Notices will also be available for download or printing at the Settlement Website (in both English and Spanish). Copies of the proposed Direct Mail Notice and Long Form Notice are included as Exhibits D and G to the Motion.

Paid Media

20. Due to the comprehensive individual notice effort described above only moderate supplemental paid media notice will be provided for the Settlement. The media selected is designed to both notify Plaintiffs who may not see the Direct Mail Notice and also to support and remind Plaintiffs to act if they so choose.

21. The Notice Plan will include digital banner advertisements targeted specifically to owners and lessees of the vehicle makes and models included in the Settlement along with online video advertisements targeted to adults 18 and over. The Banner and Video Notice will

provide Plaintiffs with additional opportunities to be apprised of the Settlement and their rights under it. Anyone who sees the Banner or Video Notice can click on it and instantly be routed to the Settlement Website for detailed information about the Settlement.

22. The targeted internet campaign will include banner notices measuring 300x250 pixels, 728x90 pixels, and 320x50 pixels purchased through the *Conversant Ad Network*, which represents thousands of digital properties – including inventory on both desktop and mobile devices – across all major content categories. Banner notices would be purchased through two hyper-targeted strategies and run for a 45-day period of time.

23. First, banner notices will be targeted using a “list activation” strategy. This is accomplished by matching the actual names and physical/email addresses of known Plaintiffs with current consumer profiles. This strategy ensures individuals receiving direct notice are also provided reminder messaging online via banner ads.

24. Second, banner notices will be targeted using household-level automotive data. This information will include purchasers/owners of specific vehicles makes, models, and years to which banner notices will then be served. While this will be partially duplicative of the first strategy, this group of individuals would also include potential former owners and anyone for which an address is unknown.

25. The online video advertisements include pre-roll video ads that will be viewable on *YouTube* and other sites with *YouTube* embedded videos. The video ads will appear prior to the viewer’s main video. 15-second and 30-second video ads will be purchased and targeted to adults nationwide.

Internet Sponsored Search Listings

26. To facilitate and assist Plaintiffs in locating the Settlement Website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google, Yahoo!* and *Bing*. When search engine visitors search on common keyword combinations such as “GM Car Settlement,” “General Motors Settlement,” or “GM Ignition Settlement,” the sponsored search listing will generally be displayed at the top of the page prior to the search results or in the upper right hand column.

27. The Sponsored Search Listings will be provided to search engine visitors across the United States, and will assist Plaintiffs in finding and accessing the Settlement Website.

Informational Release

28. To build additional reach and extend exposures, a party-neutral Informational Release will be issued to approximately 5,000 general media (print and broadcast) outlets and 5,400 online databases and websites throughout the United States. The Informational Release will serve a valuable role by providing additional notice exposures beyond that which will be provided by the paid media. There is no guarantee that any news stories will result, but if they do, potential Plaintiffs will have additional opportunities to learn that their rights are at stake in credible news media, adding to their understanding. The Informational Release will include the toll free number and Settlement Website address.

Settlement Website, Toll-free Telephone Number and Postal Mailing Address

29. The Settlement Website will enable Plaintiffs to obtain detailed information about the case and review documents including the Long Form Notices (in English and Spanish), Settlement Agreement, the Final Approval Order, answers to frequently asked questions (FAQs) and any other documents the Court may require. Once the allocation plan is determined it will

be posted prominently on the Settlement Website. If Plaintiffs will need to file a claim, the website may be configured to allow filing online. Any claim forms would also be available to download and print for filing via mail.

30. The Settlement Website address will be displayed prominently on all notice documents. The Banner Notices will link directly to the Settlement Website.

31. A toll-free phone number will be established to allow Plaintiffs to call for additional information, listen to answers to FAQs and request that a Long Form Notice be mailed to them. Live operators will be available as needed. The toll-free number will be prominently displayed in the Notice documents as appropriate.

32. A post office box will also be used for the Settlement, allowing Plaintiffs to contact the claims administrator by mail with any specific requests or questions.

PLAIN LANGUAGE NOTICE DESIGN

33. The proposed Notices are designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Plaintiffs. The Notices contain substantial, albeit easy-to-read, summaries of all of the key information about Plaintiffs’ rights and options to encourage readership and comprehension.

34. The Direct Mail Notice features a prominent headline and is clearly identified as a notice from the Bankruptcy Court. The postcard is printed on standard-sized heavy postcard stock. These notice alerts recipients and readers that the Notice is an important document authorized by a court and that the content may affect them, thereby supplying reasons to read the Notice.

35. The Long Form Notices provide substantial information to Plaintiffs. It begins with a summary section, which provides a concise overview of important information about the

Settlement. A table of contents, categorized into logical sections, helps to organize the information, while a question and answer format makes it easy to find answers to common questions by breaking the information into simple headings.

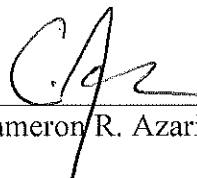
36. The Direct Mail Notices and the Long Form Notices will be available in English and Spanish at the Settlement Website.

CONCLUSION

37. In complex litigation notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. In this matter we are operating under Federal Rules of Bankruptcy Procedure 2002, 7023, 9008, 9014 and 9019. The general premise set forth in Rules 2002 and 9014 is that notice must be provided by mail. We are in full compliance with that here. The supplemental media plan is in compliance with Rule 9008.

38. The Notice Plan described above is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action.”⁴ The Notice Plan schedule will afford enough time to provide full and proper notice to Plaintiffs before the objection deadline.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 31st, 2019.



Cameron R. Azari, Esq.

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⁴ *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

ATTACHMENT 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. For more than 23 years, Hilsoft Notifications’ notice plans have been approved and upheld by courts. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, and Nissan vehicles as part of \$1.2 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 51.5 million potential Class Members and notice via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and specialized behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda and Nissan)***, MDL No. 2599 (S.D. Fla.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).
- Hilsoft designed and implemented an extensive settlement Notice Plan for a class period spanning more than 40 years for smokers of light cigarettes. The Notice Plan delivered a measured reach of approximately 87.8% of Arkansas Adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas Adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio PSAs, sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, No. 60CV03-4661 (Ark. Cir.).
- One of the largest claim deadline notice campaigns ever implemented, for BP’s \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Date Notice)***, 14-10979(CSS) (Bankr. D. Del.).
- Landmark \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, MDL No. 1720 (E.D.N.Y.).

- BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. PNC, Citizens, TD Bank, Fifth Third, Harris Bank M&I, Comerica Bank, Susquehanna Bank, Capital One, M&T Bank and Synovus are among the more than 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- Possibly the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.)
- Largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement providing payments up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).
- Largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation***, MDL No. 1350 (N.D. Ill.).
- Most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.***, 8:07-cv-1434-T-23TGW (M.D. Fla.).
- Largest combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).
- Most comprehensive notice ever in a securities class action for the \$1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation***, MDL No. 1539 (D. Md.).
- Most complex worldwide notice program in history. Designed and implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages for \$1.25 billion settlement. ***In re Holocaust Victims Assets, "Swiss Banks"***, No. CV-96-4849 (E.D.N.Y.).
- Largest U.S. claim program to date. Designed and implemented a notice campaign for the \$10 billion program. ***Tobacco Farmer Transition Program***, (U.S. Dept. of Ag.).
- Multi-national claims bar date notice to asbestos personal injury claimants. Opposing notice expert's reach methodology challenge rejected by court. ***In re Babcock & Wilcox Co***, No. 00-10992 (E.D. La.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 17 years of experience in the design and implementation of legal notification and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, Heartland Payment Systems*, *In re: Checking Account Overdraft Litigation, Lowe's Home Centers, Department of Veterans Affairs (VA)*, and *In re Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Executive Director

Lauran Schultz consults extensively with clients on notice adequacy and innovative legal notice programs. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration for the past seven years. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Co-Author, "A Practical Guide to Chapter 11 Bankruptcy Publication Notice." E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.

- **Cameron Azari** Co-Author, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, April 2013.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements" – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stroock & Stroock & Lavan litigation group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, "Twice the Notice or No Settlement." *Current Developments – Issue II*, August 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication" – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge Charles R. Breyer, *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice “appris[e] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections.” Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% “exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used.” (Dkt. No. 3188-2 ¶ 24.)

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (April 13, 2017) No. 8:15-cv-00061-JFB-FG3 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company, et al.* (April 13, 2017) No. 4:12-cv-00664-YGR (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc., et al* (December 14, 2016) No. 2:12-cv-02247 (D. Kan.) and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al*** (December 14, 2016) No. 2:13-cv-2634 (D. Kan.):

The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.

Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation* (December 9, 2016) MDL No. 2380 (M.D. Pa.):

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (November 21, 2016) No. 60CV03-4661 (Ark. Cir.):

The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation* (October 13, 2016) No. 650562/2011 (Sup. Ct. N.Y.):

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (September 20, 2016) MDL No. 2540 (D. N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (April 11, 2016) No. 14-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.*, (July 30, 2015) 14-10979(CSS) (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, *In re: MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, No. 2:12-mn-00001 (D. S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins v. Nestle Purina PetCare Company, et al.*, (June 23, 2015) No. 12-cv-2871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) No. 2:10-cv-01505-JCZ-KWR (E.D. La.) and No. 1:10-cv-22058-JLK (S.D. Fla.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 2036 (S.D. Fla.)

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.*, (December 29, 2014) No. 1:10-cv-10392-RWZ (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation, and FIA Card Services, N.A.*, (August 29, 2014) No. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) No. CGC-12-519221 (Cal. Super. Ct.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, (December 13, 2013) No. 1:05-cv-03800 (E.D. NY.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, *Evans, et al. v. TIN, Inc., et al.*, (July 7, 2013) No. 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation*, (April 5, 2013) No. 08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re Zurn Pex Plumbing Products Liability Litigation*, (February 27, 2013) No. 0:08cv01958 (D. Minn.):

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.*, (January 28, 2013) No. 3:10-cv-960 (D. Or.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)*, (January 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Economic and Property Damages Settlement), (December 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.*, (August 17, 2012) No. 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, *In re Checking Account Overdraft Litigation (IBERIABANK)*, (April 26, 2012) MDL No. 2036 (S.D. Fla.):

*The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." *Mullane*, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.*

Judge Bobby Peters, Vereen v. Lowe's Home Centers, (April 13, 2012) SU10-CV-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation, (March 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, Trombley v. National City Bank, (December 1, 2011) 1:10-CV-00232 (D.D.C.)

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., Schulte v. Fifth Third Bank, (July 29, 2011) No. 1:09-cv-6655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, Williams v. Hammerman & Gainer Inc., (June 30, 2011) No. 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.):

The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

Judge Ted Stewart, *Miller v. Basic Research, LLC*, (September 2, 2010) No. 2:07-cv-871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.*, (October 7, 2009) No. 5:07cv2580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litigation*, (September 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

Judge Lisa F. Chrystal, *Little v. Kia Motors America, Inc.*, (August 27, 2009) No. UNN-L-0800-01 (N.J. Super. Ct.):

The Court finds that the manner and content of the notices for direct mailing and for publication notice, as specified in the Notice Plan (Exhibit 2 to the Affidavit of Lauran R. Schultz), provides the best practicable notice of judgment to members of the Plaintiff Class.

Judge Barbara Crowder, *Dolen v. ABN AMRO Bank N.V.*, (March 23, 2009) No. 01-L-454, 01-L-493 (3rd Jud. Cir. Ill.):

The Court finds that the Notice Plan is the best notice practicable under the circumstances and provides the Eligible Members of the Settlement Class sufficient information to make informed and meaningful decisions regarding their options in this Litigation and the effect of the Settlement on their rights. The Notice Plan further satisfies the requirements of due process and 735 ILCS 5/2-803. That Notice Plan is approved and accepted. This Court further finds that the Notice of Settlement and Claim Form comply with 735 ILCS 5/2-803 and are appropriate as part of the Notice Plan and the Settlement, and thus they are hereby approved and adopted. This Court further finds that no other notice other than that identified in the Notice Plan is reasonably necessary in this Litigation.

Judge Robert W. Gettleman, *In re Trans Union Corp.*, (September 17, 2008) MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law... Accordingly, all objections are hereby OVERRULED.

Judge Steven D. Merryday, *Lockwood v. Certegy Check Services, Inc.*, (September 3, 2008) No. 8:07-cv-1434-T-23TGW (M.D. Fla.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable and constituted the best notice practicable in the circumstances. The notice as given provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions of the Settlement Agreement, and these proceedings to all persons entitled to such notice, and the notice satisfied the requirements of Rule 23, Federal Rules of Civil Procedure, and due process.

Judge William G. Young, *In re TJX Companies*, (September 2, 2008) MDL No. 1838 (D. Mass.):

The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge Philip S. Gutierrez, *Shaffer v. Continental Casualty Co.*, (June 11, 2008) SACV-06-2235-PSG (PJWx) (C.D. Cal.):

...was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.

Judge Robert L. Wyatt, *Gunderson v. AIG Claim Services, Inc.*, (May 29, 2008) No. 2004-002417 (14th Jud. D. Ct. La.):

Notices given to Settlement Class members...were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Mary Anne Mason, *Palace v. DaimlerChrysler Corp.*, (May 29, 2008) No. 01-CH-13168 (Ill. Cir. Ct.):

The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process and complied with 735 ILCS §§5/2-803 and 5/2-806.

Judge David De Alba, *Ford Explorer Cases*, (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved—submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

Judge Kirk D. Johnson, *Webb v. Liberty Mutual Ins. Co.*, (March 3, 2008) No. CV-2007-418-3 (Ark. Cir. Ct.):

The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.

Judge Carol Crafton Anthony, *Johnson v. Progressive Casualty Ins. Co.*, (December 6, 2007) No. CV-2003-513 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable...The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.

Judge Kirk D. Johnson, *Sweeten v. American Empire Insurance Co.*, (August 20, 2007) No. CV-2007-154-3 (Ark. Cir. Ct.):

The Court does find that all notices required by the Court to be given to class members was done within the time allowed and the manner best calculated to give notice and apprise all the interested parties of the litigation. It was done through individual notice, first class mail, through internet website and the toll-free telephone call center...The Court does find that these methods were the best possible methods to advise the class members of the pendency of the action and opportunity to present their objections and finds that these notices do comply with all the provisions of Rule 23 and the Arkansas and United States Constitutions.

Judge Robert Wyatt, *Gunderson v. F.A. Richard & Associates, Inc.*, (July 19, 2007) No. 2004-2417-D (14th Jud. D. Ct. La.):

This is the final Order and Judgment regarding the fairness, reasonableness and adequacy. And I am satisfied in all respects regarding the presentation that's been made to the Court this morning in the Class memberships, the representation, the notice, and all other aspects and I'm signing that Order at this time.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (July 19, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The Court finds that the distribution of the Notice, the publication of the Publication Notice, and the notice methodology...met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, (including the Due Process clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C. 78u-4, et seq.) (the "PSLRA"), the Rules of the Court, and any other applicable law.

Judge Joe Griffin, *Beasley v. The Reliable Life Insurance Co.*, (March 29, 2007) No. CV-2005-58-1 (Ark. Cir. Ct.):

[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process...So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (March 1, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The court approves, as to form and content, the Notice and the Publication Notice, attached hereto as Exhibits 1 and 2, respectively, and finds that the mailing and distribution of the Notice and the publication of the Publication Notice in the manner and the form set forth in Paragraph 6 of this Order...meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934, as amended by Section 21D(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

Judge Anna J. Brown, *Reynolds v. The Hartford Financial Services Group, Inc.*, (February 27, 2007) No. CV-01-1529-BR (D. Or):

[T]he court finds that the Notice Program fairly, fully, accurately, and adequately advised members of the Settlement Class and each Settlement Subclass of all relevant and material information concerning the proposed settlement of this action, their rights under Rule 23 of the Federal Rules of Civil Procedure, and related matters, and afforded the Settlement Class with adequate time and an opportunity to file objections to the Settlement or request exclusion from the Settlement Class. The court finds that the Notice Program constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.

Judge Kirk D. Johnson, *Zarebski v. Hartford Insurance Company of the Midwest*, (February 13, 2007) No. CV-2006-409-3 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are

finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

Judge Richard J. Holwell, *In re Vivendi Universal, S.A. Securities Litigation*, 2007 WL 1490466, at *34 (S.D.N.Y.):

In response to defendants' manageability concerns, plaintiffs have filed a comprehensive affidavit outlining the effectiveness of its proposed method of providing notice in foreign countries. According to this...the Court is satisfied that plaintiffs intend to provide individual notice to those class members whose names and addresses are ascertainable, and that plaintiffs' proposed form of publication notice, while complex, will prove both manageable and the best means practicable of providing notice.

Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.*, (November 17, 2006) No. C-05-04289-SC (N.D. Cal.):

After reviewing the evidence and arguments presented by the parties...the Court finds as follows...The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court.

Judge Ivan L.R. Lemelle, *In re High Sulfur Content Gasoline Prods. Liability Litigation*, (November 8, 2006) MDL No. 1632 (E.D. La.):

This Court approved a carefully-worded Notice Plan, which was developed with the assistance of a nationally-recognized notice expert, Hilsoft Notifications...The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (November 2, 2006) MDL No. 1539 (D. Md.):

The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (August 28, 2006) No. 98 C 2178 (N.D. Ill.):

[T]he Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification[s]...who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.

Judge Joe E. Griffin, *Beasley v. Hartford Insurance Company of the Midwest*, (June 13, 2006) No. CV-2005-58-1 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances...and the requirements of due process under the Arkansas and United States Constitutions.

Judge Norma L. Shapiro, *First State Orthopedics et al. v. Concentra, Inc., et al.*, (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.

Judge Thomas M. Hart, *Froeber v. Liberty Mutual Fire Ins. Co.*, (April 19, 2006) No. 00C15234 (Or. Cir. Ct.):

The court has found and now reaffirms that dissemination and publication of the Class Notice in accordance with the terms of the Third Amended Order constitutes the best notice practicable under the circumstances.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (January 6, 2006) MDL No. 1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litigation*, 437 F.Supp.2d 467, 472 (D. Md. 2006):

The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.*, (December 19, 2005) No. CV-2002-952-2-3 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed. The Notice properly informed Class members of the formula for the distribution of benefits under the settlement...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.*, (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct.):

[T]his Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*, (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.

Judge Michael Canaday, *Morrow v. Conoco Inc.*, (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (April 22, 2005) No. 00-6222 (E.D. Pa.):

Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice...After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

Judge Douglas Combs, *Morris v. Liberty Mutual Fire Ins. Co.*, (February 22, 2005) No. CJ-03-714 (D. Okla.):

I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litigation*, 231 F.R.D. 221, 231 (S.D. W. Va. 2005):

The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 24, 2004) MDL No. 1430 (D. Mass.):

After review of the proposed Notice Plan designed by Hilsoft Notifications...is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 23, 2004) MDL No. 1430 (D. Mass.):

I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.*, (August 10, 2004) No. 8:03 CV- 0015-T-30 MSS (M.D. Fla.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.*, (July 1, 2004) No. 3:02CV431 (E.D. Va.):

The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently...The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job...So I don't believe we could have had any more effective notice.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (April 14, 2004) No. 809869-2 (Cal. Super. Ct.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard...The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co., 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup. Ct. S.C. 2004):

Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litigation*, 2004 U.S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.*, (November 26, 2003) No. 02-08115 (Fla. Cir. Ct.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement...

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.*, (November 26, 2003) No. 00-22876-JKF (Bankr. W.D. Pa.):

The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Judge Carter Holly, *Richison v. American Cemwood Corp.*, (November 18, 2003) No. 005532 (Cal. Super. Ct.):

As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options...Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice...The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.*, (June 13, 2003) MDL No. 1227 (M.D. Tenn.):

Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement... The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted... who would be covered by the settlement... [T]he notice campaign that defendant agreed to undertake was extensive... I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.*, (November 27, 2002) No. 99-6209; ***Walker v. Rite Aid Corp.***, No. 99-6210; and ***Myers v. Rite Aid Corp.***, No. 01-2771 (Pa. Ct. C.P.):

The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.*, (November 22, 2002) No. 13007 (Tenn. Ch.):

The content of the class notice also satisfied all due process standards and state law requirements... The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (November 14, 2002) No. 01-L-6 (Ill. Cir. Ct.):

Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process...

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (September 13, 2002) No. L-008830.00 (N.J. Super. Ct.):

Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed... throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, (September 3, 2002) No. 00 Civ. 5071-HB (S.D.N.Y.):

The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.*, (January 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct.) ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all

the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections...The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 30, 2001) No. MID-L-8839-00-MT (N.J. Super. Ct.):

The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 29, 2001) No. L-8830-00-MT (N.J. Super. Ct.):

I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life...it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (April 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct.):

[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (March 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct.):

Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.

LEGAL NOTICE CASES

Hilsoft Notifications has served as a notice expert for planning, implementation and/or analysis in the following partial listing of cases:

<i>Andrews v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 191-175
<i>Harper v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 192-134
<i>In re Bausch & Lomb Contact Lens Litigation</i>	N.D. Ala., 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litigation</i>	E.D. La., MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i>	Tenn. Ch., 18,844
<i>In re Amino Acid Lysine Antitrust Litigation</i>	N.D. Ill., MDL No. 1083
<i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i>	E.D. Mich., 95-20512-11-AJS

<i>Kunhel v. CNA Ins. Companies</i>	N.J. Super. Ct., ATL-C-0184-94
<i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i>	N.D. Ill., MDL No. 986
<i>In re Ford Ignition Switch Prods. Liability Litigation</i>	D. N.J., 96-CV-3125
<i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i>	M.D. Ga., 95-52-COL
<i>Kalhammer v. First USA (Credit Card Litigation)</i>	Cal. Cir. Ct., C96-45632010-CAL
<i>Navarro-Rice v. First USA (Credit Card Litigation)</i>	Or. Cir. Ct., 9709-06901
<i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i>	La. D. Ct., 92-2589
<i>Robinson v. Marine Midland (Finance Charge Litigation)</i>	N.D. Ill., 95 C 5635
<i>McCurdy v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-95-2601
<i>Johnson v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-93-PT-962-S
<i>In re Residential Doors Antitrust Litigation</i>	E.D. Pa., MDL No. 1039
<i>Barnes v. Am. Tobacco Co. Inc.</i>	E.D. Pa., 96-5903
<i>Small v. Lorillard Tobacco Co. Inc.</i>	N.Y. Super. Ct., 110949/96
<i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i>	Ala. Cir. Ct., CV-94-4033
<i>In re Synthroid Mktg. Litigation</i>	N.D. Ill., MDL No. 1182
<i>Raysick v. Quaker State Slick 50 Inc.</i>	D. Tex., 96-12610
<i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i>	N.Y. Super. Ct., 114044/97
<i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)</i>	Ill. Cir. Ct., 97-L-114
<i>Walls v. The Am. Tobacco Co. Inc.</i>	N.D. Okla., 97-CV-218-H
<i>Tempest v. Rainforest Café (Securities Litigation)</i>	D. Minn., 98-CV-608
<i>Stewart v. Avon Prods. (Securities Litigation)</i>	E.D. Pa., 98-CV-4135
<i>Goldenberg v. Marriott PLC Corp (Securities Litigation)</i>	D. Md., PJM 95-3461
<i>Delay v. Hurd Millwork (Building Products Litigation)</i>	Wash. Super. Ct., 97-2-07371-0
<i>Gutterman v. Am. Airlines (Frequent Flyer Litigation)</i>	Ill. Cir. Ct., 95CH982
<i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)</i>	Cal. Super. Ct., 97-AS 02993
<i>In re Graphite Electrodes Antitrust Litigation</i>	E.D. Pa., MDL No. 1244
<i>In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED</i>	N.D. Ala., MDL No. 926
<i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)</i>	Wash. Super. Ct., 97-2-06368

Crane v. Hackett Assocs. (Securities Litigation)	E.D. Pa., 98-5504
In re Holocaust Victims Assets Litigation (Swiss Banks)	E.D.N.Y., CV-96-4849
McCall v. John Hancock (Settlement Death Benefits)	N.M. Cir. Ct., CV-2000-2818
Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)	Cal. Super. Ct., CV-995787
Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., 98-CV-6599
Leff v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., 95-CV-89
In re PRK/LASIK Consumer Litigation	Cal. Super. Ct., CV-772894
Hill v. Galaxy Cablevision	N.D. Miss., 1:98CV51-D-D
Scott v. Am. Tobacco Co. Inc.	La. D. Ct., 96-8461
Jacobs v. Winthrop Financial Associates (Securities Litigation)	D. Mass., 99-CV-11363
Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program	Former Secretary of State Lawrence Eagleburger Commission
Bownes v. First USA Bank (Credit Card Litigation)	Ala. Cir. Ct., CV-99-2479-PR
Whetman v. IKON (ERISA Litigation)	E.D. Pa., 00-87
Mangone v. First USA Bank (Credit Card Litigation)	Ill. Cir. Ct., 99AR672a
In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)	E.D. La., 00-10992
Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)	Wash. Super. Ct., 00201756-6
Brown v. Am. Tobacco	Cal. Super. Ct., J.C.C.P. 4042, 711400
Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)	Ont. Super. Ct., 98-CV-158832
In re Texaco Inc. (Bankruptcy)	S.D.N.Y. 87 B 20142, 87 B 20143, 87 B 20144
Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)	M.D. La., 96-390
Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)	S.D. Ill., 00-612-DRH
In re Bridgestone/Firestone Tires Prods. Liability Litigation	S.D. Ind., MDL No. 1373
Gaynoe v. First Union Corp. (Credit Card Litigation)	N.C. Super. Ct., 97-CVS-16536
Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)	W.D. Tenn., 99-2896 TU A
Providian Credit Card Cases	Cal. Super. Ct., J.C.C.P. 4085
Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., 302774

Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., 303549
Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., 99-L-393A
Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., 99-L-394A
Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)	Cal. Super. Ct., J.C.C.P. 4106
Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)	Cal. Super. Ct., C-98-03165
Rogers v. Clark Equipment Co.	Ill. Cir. Ct., 97-L-20
Garrett v. Hurley State Bank (Credit Card Litigation)	Miss. Cir. Ct., 99-0337
Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)	Ont. Super. Ct., 00-CV-183165 CP
Dietschi v. Am. Home Prods. Corp. (PPA Litigation)	W.D. Wash., C01-0306L
Dimitrios v. CVS, Inc. (PA Act 6 Litigation)	Pa. C.P., 99-6209
Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)	Cal. Super. Ct., 302887
In re Tobacco Cases II (California Tobacco Litigation)	Cal. Super. Ct., J.C.C.P. 4042
Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)	136 th Tex. Jud. Dist., D 162-535
Anesthesia Care Assocs. v. Blue Cross of Cal.	Cal. Super. Ct., 986677
Ting v. AT&T (Mandatory Arbitration Litigation)	N.D. Cal., C-01-2969-BZ
In re W.R. Grace & Co. (Asbestos Related Bankruptcy)	Bankr. D. Del., 01-01139-JJF
Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litigation)	N.J. Super. Ct., MID-L-8839-00 MT
Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)	N.D. Cal., C01-3293-JCS
Int'l Org. of Migration – German Forced Labour Compensation Programme	Geneva, Switzerland
Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litigation)	3 rd Jud. Dist. Ct. Utah, C79-8404
Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)	Cal. Super. Ct., GIC 765441, GIC 777547
In re USG Corp. (Asbestos Related Bankruptcy)	Bankr. D. Del., 01-02094-RJN
Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)	S.D.N.Y., 00-CIV-5071 HB
Ervin v. Movie Gallery Inc. (Extended Viewing Fees)	Tenn. Ch., CV-13007
Peters v. First Union Direct Bank (Credit Card Litigation)	M.D. Fla., 8:01-CV-958-T-26 TBM
National Socialist Era Compensation Fund	Republic of Austria

<i>In re Baycol Litigation</i>	D. Minn., MDL No. 1431
<i>Claims Conference–Jewish Slave Labour Outreach Program</i>	German Government Initiative
<i>Wells v. Chevy Chase Bank (Credit Card Litigation)</i>	Md. Cir. Ct., C-99-000202
<i>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 99-6210
<i>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 01-2771
<i>In re PA Diet Drugs Litigation</i>	C.P. Pa., 9709-3162
<i>Harp v. Qwest Communications (Mandatory Arbitration Lit.)</i>	Or. Circ. Ct., 0110-10986
<i>Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litigation)</i>	Ind. Cir. Ct., 49C01-0111-CP-002701
<i>Allison v. AT&T Corp. (Mandatory Arbitration Litigation)</i>	1 st Jud. D.C. N.M., D-0101-CV-20020041
<i>Kline v. The Progressive Corp.</i>	Ill. Cir. Ct., 01-L-6
<i>Baker v. Jewel Food Stores, Inc. & Dominick’s Finer Foods, Inc. (Milk Price Fixing)</i>	Ill. Cir. Ct., 00-L-9664
<i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)</i>	M.D. Tenn., MDL No. 1227
<i>Foultz v. Erie Ins. Exchange (Auto Parts Litigation)</i>	C.P. Pa., 000203053
<i>Soders v. General Motors Corp. (Marketing Initiative Litigation)</i>	C.P. Pa., CI-00-04255
<i>Nature Guard Cement Roofing Shingles Cases</i>	Cal. Super. Ct., J.C.C.P. 4215
<i>Curtis v. Hollywood Entm’t Corp. (Additional Rental Charges)</i>	Wash. Super. Ct., 01-2-36007-8 SEA
<i>Defrates v. Hollywood Entm’t Corp.</i>	Ill. Cir. Ct., 02L707
<i>Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen’s Blueberry Freezer Inc. & Cherryfield Foods Inc.</i>	Me. Super. Ct., CV-00-015
<i>West v. G&H Seed Co. (Crawfish Farmers Litigation)</i>	27 th Jud. D. Ct. La., 99-C-4984-A
<i>Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)</i>	C.P. Ohio, CV-467403
<i>McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)</i>	D. Ct. Tex., SA-99-CA-464-FB
<i>Baiz v. Mountain View Cemetery (Burial Practices)</i>	Cal. Super. Ct., 809869-2
<i>Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)</i>	N.C. Super. Ct., 01-CVS-5268
<i>Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)</i>	Cal. Super. Ct., 005532
<i>Cotten v. Ferman Mgmt. Servs. Corp.</i>	13 th Jud. Cir. Fla., 02-08115
<i>In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)</i>	Bankr. W.D. Pa., 00-22876-JKF

Mostajo v. Coast Nat'l Ins. Co.	Cal. Super. Ct., 00 CC 15165
Friedman v. Microsoft Corp. (Antitrust Litigation)	Ariz. Super. Ct., CV 2000-000722
Multinational Outreach - East Germany Property Claims	Claims Conference
Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)	D. La., 94-11684
Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)	N.J. Super. Ct., CV CPM-L-682-01
Munsey v. Cox Communications (Late Fee Litigation)	Civ. D. La., Sec. 9, 97 19571
Gordon v. Microsoft Corp. (Antitrust Litigation)	4 th Jud. D. Ct. Minn., 00-5994
Clark v. Tap Pharmaceutical Prods., Inc.	5 th Dist. App. Ct. Ill., 5-02-0316
Fisher v. Virginia Electric & Power Co.	E.D. Va., 3:02-CV-431
Mantzouris v. Scarritt Motor Group, Inc.	M.D. Fla., 8:03-CV-0015-T-30-MSS
Johnson v. Ethicon, Inc. (Product Liability Litigation)	W. Va. Cir. Ct., 01-C-1530, 1531, 1533, 01-C-2491 to 2500
Schlink v. Edina Realty Title	4 th Jud. D. Ct. Minn., 02-018380
Tawney v. Columbia Natural Res. (Oil & Gas Lease Litigation)	W. Va. Cir. Ct., 03-C-10E
White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)	4 th Jud. D. Ct. Minn., CT 03-1282
Acacia Media Techs. Corp. v. Cybernet Ventures Inc., (Patent Infringement Litigation)	C.D. Cal., SACV03-1803 GLT (Anx)
Bardessono v. Ford Motor Co. (15 Passenger Vans)	Wash. Super. Ct., 32494
Gardner v. Stimson Lumber Co. (Forestex Siding Litigation)	Wash. Super. Ct., 00-2-17633-3SEA
Poor v. Sprint Corp. (Fiber Optic Cable Litigation)	Ill. Cir. Ct., 99-L-421
Thibodeau v. Comcast Corp.	E.D. Pa., 04-CV-1777
Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)	E.D. La., 00-CV-1246
National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)	Mich. Cir. Ct., 04-8018-NP
Nichols v. SmithKline Beecham Corp. (Paxil)	E.D. Pa., 00-6222
Yacout v. Federal Pacific Electric Co. (Circuit Breaker)	N.J. Super. Ct., MID-L-2904-97
Lewis v. Bayer AG (Baycol)	1 st Jud. Dist. Ct. Pa., 002353
In re Educ. Testing Serv. PLT 7-12 Test Scoring Litigation	E.D. La., MDL No. 1643
Stefanyshyn v. Consol. Indus. Corp. (Heat Exchanger)	Ind. Super. Ct., 79 D 01-9712-CT-59
Barnett v. Wal-Mart Stores, Inc.	Wash. Super. Ct., 01-2-24553-8 SEA

<i>In re Serzone Prods. Liability Litigation</i>	S.D. W. Va., MDL No. 1477
<i>Ford Explorer Cases</i>	Cal. Super. Ct., J.C.C.P. 4226 & 4270
<i>In re Solutia Inc. (Bankruptcy)</i>	S.D.N.Y., 03-17949-PCB
<i>In re Lupron Marketing & Sales Practices Litigation</i>	D. Mass., MDL No. 1430
<i>Morris v. Liberty Mutual Fire Ins. Co.</i>	D. Okla., CJ-03-714
<i>Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)</i>	S.D. Ohio, C-1-91-256
<i>Thibodeaux v. Conoco Philips Co.</i>	D. La., 2003-481
<i>Morrow v. Conoco Inc.</i>	D. La., 2002-3860
<i>Tobacco Farmer Transition Program</i>	U.S. Dept. of Agric.
<i>Perry v. Mastercard Int'l Inc.</i>	Ariz. Super. Ct., CV2003-007154
<i>Brown v. Credit Suisse First Boston Corp.</i>	C.D. La., 02-13738
<i>In re Unum Provident Corp.</i>	D. Tenn., 1:03-CV-1000
<i>In re Ephedra Prods. Liability Litigation</i>	D.N.Y., MDL No. 1598
<i>Chesnut v. Progressive Casualty Ins. Co.</i>	Ohio C.P., 460971
<i>Froeber v. Liberty Mutual Fire Ins. Co.</i>	Or. Cir. Ct., 00C15234
<i>Luikart v. Wyeth Am. Home Prods. (Hormone Replacement)</i>	W. Va. Cir. Ct., 04-C-127
<i>Salkin v. MasterCard Int'l Inc. (Pennsylvania)</i>	Pa. C.P., 2648
<i>Rolnik v. AT&T Wireless Servs., Inc.</i>	N.J. Super. Ct., L-180-04
<i>Singleton v. Hornell Brewing Co. Inc. (Arizona Ice Tea)</i>	Cal. Super. Ct., BC 288 754
<i>Becherer v. Qwest Commc'ns Int'l, Inc.</i>	Ill. Cir. Ct., 02-L140
<i>Clearview Imaging v. Progressive Consumers Ins. Co.</i>	Fla. Cir. Ct., 03-4174
<i>Mehl v. Canadian Pacific Railway, Ltd</i>	D.N.D., A4-02-009
<i>Murray v. IndyMac Bank. F.S.B</i>	N.D. Ill., 04 C 7669
<i>Gray v. New Hampshire Indemnity Co., Inc.</i>	Ark. Cir. Ct., CV-2002-952-2-3
<i>George v. Ford Motor Co.</i>	M.D. Tenn., 3:04-0783
<i>Allen v. Monsanto Co.</i>	W. Va. Cir. Ct., 041465
<i>Carter v. Monsanto Co.</i>	W. Va. Cir. Ct., 00-C-300
<i>Carnegie v. Household Int'l, Inc.</i>	N. D. Ill., 98-C-2178

Daniel v. AON Corp.	Ill. Cir. Ct., 99 CH 11893
In re Royal Ahold Securities and "ERISA" Litigation	D. Md., MDL No. 1539
In re Pharmaceutical Industry Average Wholesale Price Litigation	D. Mass., MDL No. 1456
Meckstroth v. Toyota Motor Sales, U.S.A., Inc.	24 th Jud. D. Ct. La., 583-318
Walton v. Ford Motor Co.	Cal. Super. Ct., SCVSS 126737
Hill v. State Farm Mutual Auto Ins. Co.	Cal. Super. Ct., BC 194491
First State Orthopaedics et al. v. Concentra, Inc., et al.	E.D. Pa. 2:05-CV-04951-AB
Sauro v. Murphy Oil USA, Inc.	E.D. La., 05-4427
In re High Sulfur Content Gasoline Prods. Liability Litigation	E.D. La., MDL No. 1632
Homeless Shelter Compensation Program	City of New York
Rosenberg v. Academy Collection Service, Inc.	E.D. Pa., 04-CV-5585
Chapman v. Butler & Hosch, P.A.	2 nd Jud. Cir. Fla., 2000-2879
In re Vivendi Universal, S.A. Securities Litigation	S.D.N.Y., 02-CIV-5571 RJH
Desportes v. American General Assurance Co.	Ga. Super. Ct., SU-04-CV-3637
In re: Propulsid Products Liability Litigation	E.D. La., MDL No. 1355
Baxter v. The Attorney General of Canada (In re Residential Schools Class Action Litigation)	Ont. Super. Ct., 00-CV-192059 CPA
McNall v. Mastercard Int'l, Inc. (Currency Conversion Fees)	13 th Tenn. Jud. Dist. Ct., CT-002506-03
Lee v. Allstate	Ill. Cir. Ct., 03 LK 127
Turner v. Murphy Oil USA, Inc.	E.D. La., 2:05-CV-04206-EEF-JCW
Carter v. North Central Life Ins. Co.	Ga. Super. Ct., SU-2006-CV-3764-6
Harper v. Equifax	E.D. Pa., 2:04-CV-03584-TON
Beasley v. Hartford Insurance Co. of the Midwest	Ark. Cir. Ct., CV-2005-58-1
Springer v. Biomedical Tissue Services, LTD (Human Tissue Litigation)	Ind. Cir. Ct., 1:06-CV-00332-SEB-VSS
Spence v. Microsoft Corp. (Antitrust Litigation)	Wis. Cir. Ct., 00-CV-003042
Pennington v. The Coca Cola Co. (Diet Coke)	Mo. Cir. Ct., 04-CV-208580
Sunderman v. Regeneration Technologies, Inc. (Human Tissue Litigation)	S.D. Ohio, 1:06-CV-075-MHW
Splater v. Thermal Ease Hydronic Systems, Inc.	Wash. Super. Ct., 03-2-33553-3-SEA

<i>Peyroux v. The United States of America (New Orleans Levee Breach)</i>	E.D. La., 06-2317
<i>Chambers v. DaimlerChrysler Corp. (Neon Head Gaskets)</i>	N.C. Super. Ct., 01:CVS-1555
<i>Ciabattari v. Toyota Motor Sales, U.S.A., Inc. (Sienna Run Flat Tires)</i>	N.D. Cal., C-05-04289-BZ
<i>In re Bridgestone Securities Litigation</i>	M.D. Tenn., 3:01-CV-0017
<i>In re Mutual Funds Investment Litigation (Market Timing)</i>	D. Md., MDL No. 1586
<i>Accounting Outsourcing v. Verizon Wireless</i>	M.D. La., 03-CV-161
<i>Hensley v. Computer Sciences Corp.</i>	Ark. Cir. Ct., CV-2005-59-3
<i>Peek v. Microsoft Corporation</i>	Ark. Cir. Ct., CV-2006-2612
<i>Reynolds v. The Hartford Financial Services Group, Inc.</i>	D. Or., CV-01-1529 BR
<i>Schwab v. Philip Morris USA, Inc.</i>	E.D.N.Y., CV-04-1945
<i>Zarebski v. Hartford Insurance Co. of the Midwest</i>	Ark. Cir. Ct., CV-2006-409-3
<i>In re Parmalat Securities Litigation</i>	S.D.N.Y., MDL No. 1653 (LAK)
<i>Beasley v. The Reliable Life Insurance Co.</i>	Ark. Cir. Ct., CV-2005-58-1
<i>Sweeten v. American Empire Insurance Company</i>	Ark. Cir. Ct., 2007-154-3
<i>Govt. Employees Hospital Assoc. v. Serono Int., S.A.</i>	D. Mass., 06-CA-10613-PBS
<i>Gunderson v. Focus Healthcare Management, Inc.</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Gunderson v. F.A. Richard & Associates, Inc., et al.</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Perez v. Manor Care of Carrollwood</i>	13 th Jud. Cir. Fla., 06-00574-E
<i>Pope v. Manor Care of Carrollwood</i>	13 th Jud. Cir. Fla., 06-01451-B
<i>West v. Carfax, Inc.</i>	Ohio C.P., 04-CV-1898 (ADL)
<i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i>	Ark. Cir. Ct., CV-2007-155-3
<i>In re Conagra Peanut Butter Products Liability Litigation</i>	N.D. Ga., MDL No. 1845 (TWT)
<i>The People of the State of CA v. Universal Life Resources (Cal DOI v. CIGNA)</i>	Cal. Super. Ct., GIC838913
<i>Burgess v. Farmers Insurance Co., Inc.</i>	D. Okla., CJ-2001-292
<i>Grays Harbor v. Carrier Corporation</i>	W.D. Wash., 05-05437-RBL
<i>Perrine v. E.I. Du Pont De Nemours & Co.</i>	W. Va. Cir. Ct., 04-C-296-2
<i>In re Alstom SA Securities Litigation</i>	S.D.N.Y., 03-CV-6595 VM
<i>Brookshire Bros. v. Chiquita (Antitrust)</i>	S.D. Fla., 05-CIV-21962

<i>Hoorman v. SmithKline Beecham</i>	Ill. Cir. Ct., 04-L-715
<i>Santos v. Government of Guam (Earned Income Tax Credit)</i>	D. Guam, 04-00049
<i>Johnson v. Progressive</i>	Ark. Cir. Ct., CV-2003-513
<i>Bond v. American Family Insurance Co.</i>	D. Ariz., CV06-01249-PXH-DGC
<i>In re SCOR Holding (Switzerland) AG Litigation (Securities)</i>	S.D.N.Y., 04-cv-7897
<i>Shoukry v. Fisher-Price, Inc. (Toy Safety)</i>	S.D.N.Y., 07-cv-7182
<i>In re: Guidant Corp. Plantable Defibrillators Prod's Liab. Litigation</i>	D. Minn., MDL No. 1708
<i>Clark v. Pfizer, Inc (Neurontin)</i>	C.P. Pa., 9709-3162
<i>Angel v. U.S. Tire Recovery (Tire Fire)</i>	W. Va. Cir. Ct., 06-C-855
<i>In re TJX Companies Retail Security Breach Litigation</i>	D. Mass., MDL No. 1838
<i>Webb v. Liberty Mutual Insurance Co.</i>	Ark. Cir. Ct., CV-2007-418-3
<i>Shaffer v. Continental Casualty Co. (Long Term Care Ins.)</i>	C.D. Cal., SACV06-2235-PSG
<i>Palace v. DaimlerChrysler (Defective Neon Head Gaskets)</i>	Ill. Cir. Ct., 01-CH-13168
<i>Lockwood v. Certegy Check Services, Inc. (Stolen Financial Data)</i>	M.D. Fla., 8:07-cv-1434-T-23TGW
<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18 th D. Ct. Mont., DV-03-220
<i>Gunderson v. F.A. Richard & Assocs., Inc. (AIG)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Jones v. Dominion Resources Services, Inc.</i>	S.D. W. Va., 2:06-cv-00671
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Wal-Mart)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>In re Trans Union Corp. Privacy Litigation</i>	N.D. Ill., MDL No. 1350
<i>Gudo v. The Administrator of the Tulane Ed. Fund</i>	La. D. Ct., 2007-C-1959
<i>Guidry v. American Public Life Insurance Co.</i>	14 th Jud. D. Ct. La., 2008-3465
<i>McGee v. Continental Tire North America</i>	D.N.J., 2:06-CV-06234 (GEB)
<i>Sims v. Rosedale Cemetery Co.</i>	W. Va. Cir. Ct., 03-C-506
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Amerisafe)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., 05-4182
<i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., 01-L-454 and 01-L-493

<i>Pavlov v. CNA (Long Term Care Insurance)</i>	N.D. Ohio, 5:07cv2580
<i>Steele v. Pergo(Flooring Products)</i>	D. Or., 07-CV-01493-BR
<i>Opelousas Trust Authority v. Summit Consulting</i>	27 th Jud. D. Ct. La., 07-C-3737-B
<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., UNN-L-0800-01
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., 05-CV-1851
<i>In re Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No.1998
<i>Miller v. Basic Research (Weight-loss Supplement)</i>	D. Utah, 2:07-cv-00871-TS
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., 07-CV-08742
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., 3:07-CV-03018-MJC-JJH
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., 08-CV-2797-JBS-JS
<i>In re Heartland Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., 06-CV-2893 CW
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., 1:09-CV-06655
<i>Trombley v. National City Bank (Overdraft Fees)</i>	D.D.C., 1:10-CV-00232
<i>Vereen v. Lowe’s Home Centers (Defective Drywall)</i>	Ga. Super. Ct., SU10-CV-2267B
<i>Mathena v. Webster Bank, N.A. (Overdraft Fees)</i>	D. Conn, 3:10-cv-01448
<i>Delandro v. County of Allegheny (Prisoner Strip Search)</i>	W.D. Pa., 2:06-cv-00927
<i>Gunderson v. F.A. Richard & Assocs., Inc. (First Health)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>Williams v. Hammerman & Gainer, Inc. (Hammerman)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (Risk Management)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (SIF Consultants)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., 2:08cv4463
<i>Williams v. S.I.F. Consultants (CorVel Corporation)</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Sachar v. Iberiabank Corporation (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., 8:11cv1896
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., 1:12cv1016
<i>McKinley v. Great Western Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036

<i>Wolfgeher v. Commerce Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Case v. Bank of Oklahoma (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Cal. Super. Ct., RIC 1101391
<i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i>	Ont. Super. Ct., 00-CV-192059 CP
<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., 3:08-cv-05701
<i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement</i>	E.D. La., MDL No. 2179
<i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Medical Benefits Settlement</i>	E.D. La., MDL No. 2179
<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., 05-cv-4191
<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Or., No. 3:10-cv-960
<i>RBS v. Citizens Financial Group, Inc. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Mosser v. TD Bank, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)</i>	E.D.N.Y., MDL No. 1720
<i>Saltzman v. Pella Corporation (Building Products)</i>	N.D. Ill., 06-cv-4481
<i>In re Zurn Pex Plumbing, Products Liability Litigation</i>	D. Minn., MDL No. 1958
<i>Blahut v. Harris, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Casayuran v. PNC Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Evans, et al. v. TIN, Inc. (Environmental)</i>	E.D. La., 2:11-cv-02067
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Miner v. Philip Morris Companies, Inc. et al.</i>	Ark. Cir. Ct., 60CV03-4661
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., 500-06-000293-056 & No. 550-06-000021-056 (Hull)
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., CV-11-4322294-00CP

Yarger v. ING Bank	D. Del., 11-154-LPS
Price v. BP Products North America	N.D. Ill, 12-cv-06799
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., 4:13-cv-00250-JMM
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., 3:12-cv-01405-RDM
Rose v. Bank of America Corporation, et al. (TCPA)	N.D. Cal., 11-cv-02390-EJD
McGann, et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., 1322-CC00800
Simmons v. Comerica Bank, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.	27 th Jud. D. Ct. La., 09-C-5242-B
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich, 2:12-cv-10267
In re Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill, 09-CV-7666
In re Dow Corning Corporation (Breast Implants)	E.D. Mich., 00-X-0005
Mello et al v. Susquehanna Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Wong et al. v. Alacer Corp. (Emergen-C)	Cal. Super. Ct., CGC-12-519221
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., 11-MD-2221, MDL No. 2221
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., 2011-1037
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 10-CV-10392
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., 11-cv-06700-JST
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., 2005-05453
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., 1:12-cv-02871
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
In re MI Windows and Doors Products Liability Litigation (Building Products)	D. S.C., MDL No. 2333
Childs et al. v. Synovus Bank, et al. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Steen v. Capital One, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12 th Jud. Cir. Ct., Sarasota Cnty, Fla., 2011-CA-008020NC
In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement (Claim Deadline Notice)	E.D. La., MDL No. 2179

<i>Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.</i>	Cir. Ct., Lawrence Cnty, Ala., 42-cv-2012-900001.00
<i>In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)</i>	Bankr. D. Del., 14-10979(CSS)
<i>Gattinella v. Michael Kors (USA), Inc., et al.</i>	S.D.N.Y., 14-civ-5731 (WHP)
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27 th Jud. D. Ct. La., 13-C-3212
<i>Ono v. Head Racquet Sports USA</i>	C.D.C.A., 2:13-cv-04222-FMO(AGRx)
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.</i>	27 th Jud. D. Ct. La., 13-C-5380
<i>In re: Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D. N.J., MDL No. 2540
<i>In Re: Citrus Canker Litigation</i>	11th Jud. Cir., Flo., No. 03-8255 CA 13
<i>Whitton v. Deffenbaugh Industries, Inc., et al. Gary, LLC v. Deffenbaugh Industries, Inc., et al.</i>	D. Kan., 2:12-cv-02247 D. Kan., 2:13-cv-2634
<i>Swift v. BancorpSouth Bank (Overdraft Fees)</i>	N.D. Fla., No. 1:10-cv-00090
<i>Forgione v. Webster Bank N.A. (Overdraft Fees)</i>	Sup. Ct.Conn., X10-UWY-CV-12-6015956-S
<i>Small v. BOKF, N.A.</i>	D. Col., 13-cv-01125
<i>Anamaria Chimeno-Buzzi & Lakedrick Reed v. Hollister Co. & Abercrombie & Fitch Co.</i>	S.D. Fla., 14-cv-23120-MGC
<i>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</i>	Sup. Ct. N.Y., No. 650562/11
<i>In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch)</i>	N.D. Cal., MDL No. 2672
<i>Hawkins v. First Tennessee Bank, N.A., et al. (Overdraft Fees)</i>	13 th Jud. Cir. Tenn., No. CT-004085-11
<i>Greater Chautauqua Federal Credit Union v. Kmart Corp., et al. (Data Breach)</i>	N.D. Ill., No. 1:15-cv-02228
<i>Bias v. Wells Fargo & Company, et al. (Broker's Price Opinions)</i>	N.D. Cal., No 4:12-cv-00664-YGR
<i>Klug v. Watts Regulator Company (Product Liability)</i>	D. Neb., No. 8:15-cv-00061-JFB-FG3
<i>Ratzlaff v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)</i>	Dist. Ct. Okla., No. CJ-2015-00859
<i>Morton v. Greenbank (Overdraft Fees)</i>	20 th Jud. Dist. Tenn., No. 11-135-IV
<i>Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)</i>	Ohio C.P., No. 11CV000090

<i>Farnham v. Caribou Coffee Company, Inc. (TCPA)</i>	W.D. Wis., No. 16-cv-00295-WMC
<i>Gottlieb v. Citgo Petroleum Corporation (TCPA)</i>	S.D. Fla., No. 9:16-cv-81911
<i>McKnight v. Uber Technologies, Inc.</i>	N.D. Cal., No 3:14-cv-05615-JST
<i>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</i>	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<i>T.A.N. v. PNI Digital Media, Inc.</i>	S.D. GA., No. 2:16-cv-132-LGW-RSB.
<i>In re: Syngenta Litigation</i>	4 th Jud. Dist. Minn., No. 27-CV-15-3785
<i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</i>	D. Puerto Rico, No. 17-04780(LTS)
<i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i>	C.D. Cal., No 14-cv-02011 JVS
<i>In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda, and Nissan)</i>	S.D. Fla, MDL No. 2599

Hilsoft-cv-141

EXHIBIT G

United States Bankruptcy Court for the Southern District of New York

NOTICE TO THE CLASSES AND PRE-CLOSING ACCIDENT PLAINTIFFS OF PROPOSED SETTLEMENT

Current and former owners and lessees of certain General Motors vehicles may have their rights affected by a settlement, including the release of claims, but may eventually be entitled to a payment from the settlement.

The Bankruptcy Court authorized this Notice. This is not a solicitation from a lawyer.

If you are an Affected Person (as defined below), your legal rights may be affected whether you act or do not act.

Please Read this Notice Carefully

This Notice provides information about a proposed settlement (the “Settlement”) regarding claims in the bankruptcy cases titled *In re Motors Liquidation Company, et al., f/k/a General Motors Corp.*, Bankr. No. 09-50026, pending before Judge Martin Glenn of the United States Bankruptcy Court for the Southern District of New York (the “Old GM Bankruptcy Case”) against the Motors Liquidation Company General Unsecured Creditors Trust (the “GUC Trust”) by owners and lessees of General Motors Corporation (“Old GM”) vehicles. The claims that are proposed to be settled include class claims that consumers overpaid when they bought or leased cars before July 10, 2009 that had undisclosed safety defects relating to the cars’ ignition switches, side airbags, or power steering. These cars were the subject of certain National Highway Traffic Safety Administration (“NHTSA”) recalls listed below. The claims also include allegations that certain consumers suffered personal injury or wrongful death as a result of an accident that occurred prior to July 10, 2009 involving vehicles that were later subject to the recalls listed below. Motions seeking entry of an order approving the Settlement pursuant to Federal Rule of Civil Procedure 23 (the “Rule 23 Motion”) and pursuant to Federal Rule of Bankruptcy Procedure 9019 (the “Rule 9019 Motion,” together with the Rule 23 Motion, the “Settlement Motions”) have been filed in the Bankruptcy Court, along with the Settlement Agreement, and can be found at the case website at www._____.com (the “Settlement Website”).

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>The Settlement Agreement</p>	<ul style="list-style-type: none">• If you are an Affected Persons (defined below) you can write to the Court about why you do not like the Settlement.• More information about how to object can be found in paragraph __ and at the Settlement Website at www._____.com.
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	<ul style="list-style-type: none">• The Court will hold a hearing on _____, 2019 at _____ to determine whether to approve the Settlement Agreement on a final basis. Please note that the date and time of the hearing is subject to change without further notice other than an announcement in open court and on the Settlement Website.
Distributions	<ul style="list-style-type: none">• The Settlement provides Affected Persons with the exclusive benefit of the Settlement Fund (defined below). Being defined as an Affected Person does not assure that you will receive a distribution from the Adjustment Shares (as defined below) or their value, or any other consideration (if any) contained in the Settlement Fund. Procedures for the administration and allocation of the Settlement Fund to Affected Persons, including criteria for Affected Persons to assert a claim against the Settlement Fund and the allocation methodology, will be established in the future, subject to notice to be given on the Settlement Website only, and an opportunity for Affected Persons to object.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. What is this Notice and why should I read it?

This Notice is to inform you of the proposed Settlement regarding claims in the Old GM Bankruptcy Case. The Bankruptcy Court has granted preliminary approval of the Settlement and has scheduled a final approval hearing on the Settlement Motions on _____, 2019 at ___:___ a.m./p.m. in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408, Courtroom 523. Please note that the date of the hearing may be changed without notice, other than an announcement in open court and on the Settlement Website. Affected Persons are encouraged to visit www._____.com for future updates.

This Notice explains the terms of the Settlement and your legal rights.

2. What is the Settlement about?

The deadline to file claims in the Old GM Bankruptcy Case was originally set as November 30, 2009. On December 22, 2016, Ignition Switch Plaintiffs¹ and certain Non-Ignition Switch Plaintiffs² sought leave to file late proposed class claims against the GUC Trust seeking relief for alleged economic losses related to Old GM's alleged concealment of serious safety defects in ignition switches, side airbags, and power steering. Certain Pre-Closing Accident

¹ The term "Ignition Switch Plaintiffs" shall mean those plaintiffs asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047.

² The term "Non-Ignition Switch Plaintiffs" shall mean those plaintiffs asserting economic loss claims who, prior to July 10, 2009, owned or leased a vehicle with defects in ignition switches, side airbags or power steering included in Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 and 14V-153.

Plaintiffs³ have likewise sought leave to file late personal injury and wrongful death claims against the GUC Trust related to Old GM vehicles with serious safety defects in ignition switches, side airbags, and power steering. These Plaintiffs have argued to the Bankruptcy Court that they should be permitted to file their late claims because Old GM knew that their cars had defects and failed to provide them with adequate notice of the original deadline to file claims. The GUC Trust has argued in response that the Plaintiffs' late claims should not be allowed because they waited too long after learning of the defects to seek to assert claims against the GUC Trust. The GUC Trust also takes the position that even if the claims may be asserted, they may not be valid.

The proposed class representatives for a putative class of Ignition Switch Plaintiffs, the proposed class representatives for a putative class of certain Non-Ignition Switch Plaintiffs, certain Pre-Closing Accident Plaintiffs (collectively, the "Signatory Plaintiffs"), and the GUC Trust (together with the Signatory Plaintiffs, the "Parties") negotiated the Settlement Agreement to resolve these and related disputes, and, should the estimation portion of the Settlement Agreement be approved by the Bankruptcy Court, to provide a fund to partially compensate for the Plaintiffs' claims.

The Settlement avoids the risk and cost of a trial, and may provide relief to Affected Persons. The Signatory Plaintiffs and their attorneys think that the Settlement is in the best interests of Affected Persons and that it is fair, adequate, and reasonable.

3. What is a Class Action?

In a class action lawsuit, one or more people, called "Class Representatives," sue on behalf of people who have similar claims. All these people together are Plaintiffs to the litigation and are referred to as the "Class" or "Class Members." One court resolves the issues for all Class Members. Here, the parties are seeking certification of the Classes described herein for purposes of settlement of the economic loss claims.

WHO IS INCLUDED IN THE SETTLEMENT?

To see if you are affected by the proposed Settlement, you first have to determine if you are an Affected Person.

4. How do I know if I am part of the Settlement? What is the definition of Affected Person? What are the Class definitions?

If you fall under one of the categories below, you are an Affected Person whose claims against Old GM, the GUC Trust, the GUC Trust's current and previously distributed assets and certain other parties will be forever waived and released if the Settlement is approved

³ The term "Pre-Closing Accident Plaintiffs" shall mean those plaintiffs asserting personal injury or wrongful death claims based on or arising from an accident that occurred prior to July 10, 2009 involving an Old GM vehicle that was later subject to the Recalls. The Ignitions Switch Plaintiffs, Non-Ignition Switch Plaintiffs, and the Pre-Closing Accident Plaintiffs who have signed the Settlement Agreement are referred to collectively as the "Plaintiffs."

(and in exchange you will be entitled to assert your claims (albeit, without the benefit of a jury trial) against any Settlement Fund that may ultimately be established).

The Ignition Switch Class:

A. All persons in the United States suffering economic losses who, prior to July 10, 2009, bought or leased a vehicle manufactured by Old GM included in the following recalls:

(1) Delta Ignition Switch Vehicles included in Recall No. 14v047: 2005-2010: Chevy Cobalt, 2006-2011 Chevy HHR, 2007-2010 Pontiac G5, 2007-2010 Saturn Sky, 2003-2007 Saturn ION, and 2006-2010 Pontiac Solstice.

The Non-Ignition Switch Class:

B. All persons in the United States suffering economic losses who, prior to July 10, 2009, bought or leased a vehicle manufactured by Old GM included in the following recalls:

(1) Low Torque Ignition Switch Vehicles, which are included in Recall Nos. 14v355, 14v394, and 14v400: 2005-2009: Buick Lacrosse, 2006-2014 Chevrolet Impala, 2000-2005 Cadillac Deville, 2006-2011 Cadillac DTS, 2006-2011 Buick Lucerne, and 2006-2008 Chevrolet Monte Carlo; 2003-2014 Cadillac CTS and the 2004-2006 Cadillac SRX; and 1997-2005 Chevrolet Malibu, 2000-2005 Chevrolet Impala, 2000-2005 Chevrolet Monte Carlo, 2000-2005 Pontiac Grand Am, 2004-2008 Pontiac Grand Prix, 1998-2002 Oldsmobile Intrigue, and 1999-2004 Oldsmobile Alero;

(2) Side Airbag Defect Vehicles included in Recall No. 14v118: 2008-2013 Buick Enclave, 2009-2013 Chevrolet Traverse, 2008-2013 GMC Acadia, and 2008-2010 Saturn Outlook; and

(3) Power Steering Defect Vehicles included in Recall No. 14v153: 2004-2006 and 2008-2009 Chevrolet Malibu, 2004-2006 Chevrolet Malibu Maxx, 2009-2010 Chevrolet HHR, 2010 Chevrolet Cobalt, 2005-2006 and 2008-2009 Pontiac G6, 2004-2007 Saturn Ion, and 2008-2009 Saturn Aura.

The Pre-Closing Accident Plaintiffs:

C. All persons who have suffered personal injury or wrongful death as the result of an accident that occurred prior to July 10, 2009 involving an Old GM vehicle listed in Recall Nos. 14v047, 14v355, 14v394, 14v400, or 14v540 (vehicles included in 14v540: 2008-2009 Pontiac G8) and is not the subject of a claim that has been previously resolved, paid, dismissed or otherwise released, and who have signed the Settlement Agreement.

THE TERMS OF THE SETTLEMENT AGREEMENT

5. What would happen to my claim under the Settlement?

Under the Settlement, each Affected Person will be deemed to have forever waived and released (the “Waiver”) any claims that the Affected Person might otherwise directly or indirectly assert against the GUC Trust, the trust administrator of the GUC Trust, the current and previously-distributed assets of the GUC Trust, the Motors Liquidation Company Avoidance Action Trust, the holders of beneficial units in the GUC Trust and certain other related parties (the “Released Parties”). Importantly, the Released Parties do **NOT** include General Motors LLC (“New GM”). The specifics of the Waiver are set out in more detail in the proposed order approving the Settlement, which is posted at www._____.com. The order describes the Waiver in specific legal terminology. You should talk to your own lawyer if you have questions about the Waiver or what it means.

If approved by the Bankruptcy Court, the Settlement will prevent you from suing or being part of any other lawsuit or claim against the Released Parties that relate to the recalls. This means that: (a) if you have an existing lawsuit against Old GM or the Released Parties that includes the same claims that this Settlement resolves, your lawsuit will end; (b) you release and forfeit any right to prior or future distributions of the GUC Trust assets and Avoidance Action Trust assets, other than those distributions provided for in the Settlement; and (c) you cannot bring a new lawsuit against Old GM or the Released Parties with respect to any of these issues in any forum. As condition to any Plaintiff’s ability to receive a distribution from the Adjustment Shares, or any other property (if any) in the Settlement Fund, each such Plaintiff must agree to the estimation of his or her claim for all purposes related to this Settlement and to the procedures implemented for receiving distributions from the Adjustment Shares, or any other property in the Settlement Fund, and must waive any right to a jury trial in connection with the foregoing. To implement these consents and waivers, the Bankruptcy Court’s Order approving the Settlement (the “Settlement Order”) shall provide that any Plaintiff that does not object to entry of the Settlement Order or whose objection is overruled, shall be deemed to have consented to the estimation of his or her claim for purposes of allocation, allowance, distribution and payment, and shall be deemed to have waived his or her jury trial rights with respect to (i) the estimation, determination, or fixing of the amount of such Plaintiff’s claim, and (ii) the determination of the amount of the distribution (if any) to be made to such Plaintiff from the Adjustment Shares or any other property in the Settlement Fund.

Qualifications and criteria for Plaintiffs to be eligible to receive distributions from the Adjustment Shares or any other property (if any) in the Settlement Fund will include, but will not be limited to, (i) the timeliness of the Plaintiff’s payment request, (ii) whether the Plaintiff had previously filed a timely proof of claim or timely request for permission to file a late proof of claim in the Old GM Bankruptcy Case, (iii) whether the Plaintiff was involved in a Pre-Closing accident involving an Old GM vehicle later recalled in Recall Nos. V-047, V-355, V-394, V-400, or V-540, (iv) the Plaintiff’s consent (pursuant to the Settlement Order or otherwise) to the estimation of his or her claim for purposes of allocation, allowance, distribution and payment, (v) the Plaintiff’s waiver (pursuant to the Settlement Order or otherwise) of his or her jury trial rights with respect to the estimation, determination, or fixing of the amount of such Plaintiff’s claim, and (vi) Plaintiff’s agreement to waive his or her jury trial rights (pursuant to the Settlement Order or otherwise) with respect to the determination of

the amount of the distribution (if any) to be made to such Plaintiff from the Adjustment Shares or any property in the Settlement Fund.

Nothing in the Settlement Agreement is intended to waive any claims against New GM or to be an election of remedies against New GM; nor is the Settlement Agreement or any payments made in connection therewith intended to represent full satisfaction of any claims against Old GM, unless and until such claims are in fact paid in full from every available source; provided, however, that in no event shall any Affected Person be permitted to seek any further payment or compensation from the GUC Trust in respect of their claims or otherwise, other than the Adjustment Shares (as defined below), if any. Except as mandated otherwise under applicable law, nothing in the Settlement Agreement shall waive any claims that any Affected Person may have against New GM or constitute an election of remedies by any Affected Person.

6. What will I receive if the Bankruptcy Court Approves the Settlement?

The Settlement allows Affected Persons to assert claims against a Settlement Fund. The Settlement Fund may include some or all of the Adjustment Shares (as defined below) (or their value), as detailed below (the "Settlement Fund"). **Being defined as an Affected Person does not assure that you will receive any distribution from the Adjustment Shares (or their value), or any other consideration (if any) contained in the Settlement Fund.** Eligibility and criteria for payment will be submitted for approval to the Bankruptcy Court at a later date and will be subject to notice on the Settlement Website only and an opportunity to object. However, in order to be eligible to participate from the Settlement Fund, Affected Persons other than Signatory Plaintiffs (who have already waived their right to a jury trial) will be required to waive any jury trial rights with regard to their individual claims, either for estimation purposes or in connection with the procedures for ultimate distributions from the Settlement Fund (pursuant to the Settlement Order or otherwise).

Neither the Adjustment Shares (nor any distribution thereof to any Affected Person) shall represent full and final satisfaction of any claim that any Affected Person may have against New GM, all of which claims are expressly reserved.

A. The Adjustment Shares

The Amended Master Sale and Purchase Agreement pursuant to which New GM purchased substantially all of the assets of Old GM provides that if the Bankruptcy Court issues an order ("Claims Estimate Order") finding that the estimated aggregate allowed general unsecured claims against the Old GM estate exceeds \$35 billion, then New GM must issue additional shares of New GM common stock (the "Adjustment Shares"). If the estimate reaches or exceeds \$42 billion, New GM must issue the maximum amount of Adjustment Shares (30 million shares).

As part of the Settlement Agreement, the GUC Trust, following a review of evidence and expert reports provided by the Signatory Plaintiffs and New GM, agreed to seek entry of a Claims Estimate Order: (i) that estimates the aggregate allowed General Unsecured Claims of certain Affected Persons' claims against Old GM and/or the GUC Trust in an amount that, as of the date of the Claims Estimate Order, could equal or exceed \$10 billion, thus triggering the issuance of the maximum amount of Adjustment Shares (30 million shares); and (ii) directing that the Adjustment Shares, or the value of the Adjustment Shares, be promptly

delivered to the Settlement Fund by New GM. If the Claims Estimate Order is entered in an amount between \$3 billion and \$10 billion, New GM will be required to issue shares of New GM common stock in an amount pursuant to a formula but less than 30 million. The current value of 30 million shares of New GM common stock is approximately \$[1.14] billion.

THERE IS NO GUARANTEE THAT THE COURT WILL DETERMINE THAT ANY ADJUSTMENT SHARES, LET ALONE THE MAXIMUM AMOUNT OF ADJUSTMENT SHARES, MUST BE DELIVERED. IN THE EVENT THE COURT DETERMINES THAT NO ADJUSTMENT SHARES ARE TO BE DELIVERED, YOU WILL, NEVERTHELESS, BE BOUND TO THE WAIVER. BEING DEFINED AS AN AFFECTED PERSON DOES NOT ASSURE THAT YOU WILL RECEIVE ANY DISTRIBUTION FROM THE ADJUSTMENT SHARES (OR THEIR VALUE), OR ANY OTHER CONSIDERATION CONTAINED (IF ANY) IN THE SETTLEMENT FUND. ELIGIBILITY AND CRITERIA FOR PAYMENT WILL BE APPROVED BY A COURT OF COMPETENT JURISDICTION AT A LATER DATE AND WILL BE SUBJECT TO NOTICE ON THE SETTLEMENT WEBSITE AND AN OPPORTUNITY TO OBJECT.

B. How will the value of the Settlement Fund (if any) be allocated and distributed?

The Settlement Fund is for the exclusive benefit of Affected Persons. The proposed allocation of the Settlement Fund between the economic-loss claims and the personal injury/wrongful death claims will be done by the lawyers for the Signatory Plaintiffs with the assistance of a court-appointed mediator. Thereafter, the economic loss lawyer lead counsel and the personal injury lawyer lead counsel will propose the specifics for distribution within each pool, including the criteria for determining eligibility for payment. Any agreement on the allocation process and the distribution procedure will be described at www._____.com when determined and Affected Persons will be provided with an opportunity to object. In the event that the economic loss lawyer lead counsel and the personal injury lawyer lead counsel are unable to reach consensus on an appropriate allocation methodology, the matter will be submitted, instead, to the sound discretion of the Bankruptcy Court.

Qualifications and criteria for Plaintiffs to be eligible to receive distributions from any Adjustment Shares or any other property in the Settlement Fund will include, but will not be limited to, (i) the timeliness of the Plaintiff's payment request, (ii) whether the Plaintiff had previously filed a timely proof of claim or timely request for permission to file a late proof of claim in the Old GM Bankruptcy Case, (iii) whether the Plaintiff was involved in a Pre-Closing accident involving an Old GM vehicle later recalled in Recall Nos. V-047, V-355, V-394, V-400, or V-540, (iv) the Plaintiff's consent (pursuant to the Settlement Order or otherwise) to the estimation of his or her claim for purposes of allocation, allowance, distribution and payment, (v) the Plaintiff's waiver (pursuant to the Settlement Order or otherwise) of his or her jury trial rights with respect to the estimation, determination, or fixing of the amount of such Plaintiff's claim, and (vi) Plaintiff's agreement to waive his or her jury trial rights (pursuant to the Settlement Order or otherwise) with respect to the determination of the amount of the distribution (if any) to be made to such Plaintiff from the Adjustment Shares or any property in the Settlement Fund.

LEGAL REPRESENTATION

7. Do I have a lawyer in this case?

The counsel to the Signatory Plaintiffs, listed below, negotiated the Settlement Agreement and jointly filed the Rule 9019 Motion. Steve W. Berman and Elizabeth J. Cabraser, Co-Lead Counsel for the Economic Loss Plaintiffs in the MDL Court listed below, have requested appointment as Class Counsel in the Rule 23 Motion, meaning that they will represent all members of the Classes. Counsel for certain Pre-Closing Accident Plaintiffs who are also Signatory Plaintiffs do not represent any Plaintiffs other than their own specific clients and are not acting in a representative capacity for any Plaintiffs or for Pre-Closing Accident Plaintiffs in general or as a group or class, and represent only the Pre-Closing Accident Plaintiffs listed in the Settlement Agreement as their clients. You will not be charged for services performed by this counsel in negotiating the Settlement Agreement.

If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not need to have a lawyer to participate in the Settlement or exercise any of your options with respect to the Settlement.

If you want to contact the counsel for the Signatory Plaintiffs, they can be reached by sending an email to **info@_____**.com or as follows:

<p>Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1918 Eighth Avenue, Suite 3300 Seattle, WA 98101 Telephone: (206) 623-7292 steve@hbslaw.com</p> <p>Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, 29th Floor San Francisco, California 94111 Telephone: (414) 956-1000 ecabraser@lchb.com</p> <p>Co-Lead Counsel for the Economic Loss Plaintiffs in the MDL Court</p> <p>Edward S. Weisfelner BROWN RUDNICK LLP Seven Times Square New York, New York 10036 Tel: 212-209-4800 eweisfelner@brownrudnick.com</p>	<p>Lisa M. Norman ANDREWS MYERS 1885 Saint James Place, 15th Floor Houston, TX 77056</p> <p>Counsel for Certain Pre-Closing Accident Plaintiffs</p> <p>Mark Tsukerman Cole Schotz P.C. 1325 Avenue of Americas, 19th Floor New York, NY 10019 Tel: 212-752-8000 MTsukerman@coleschotz.com</p> <p>Counsel for Certain Pre-Closing Accident Plaintiffs</p>
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<p>Sander L. Esserman STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, P.C. 2323 Bryan Street, Ste 2200 Dallas, Texas 75201 Tel: 214-969-4900 esserman@sbep-law.com</p> <p>Designated Counsel for the Economic Loss Plaintiffs in the Bankruptcy Court</p>	
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8. How will the lawyers be paid?

Procedures for the payment of attorneys’ fees for counsel to the Signatory Plaintiffs from the Settlement Fund will be established, subject to notice to be given on the Settlement Website only, and an opportunity for Affected Persons to object.

OBJECTING TO THE SETTLEMENT

9. How do I tell the Court I do not like the Settlement?

If you are an Affected Person, you can object to the proposed Settlement if you don’t like it. You can give reasons why you think the Court should not approve any or all of these items, and the Court will consider your views.

To object, you must file your objection with the Court. To be timely, your objection must be filed with the Court by no later than _____, 2019 at 4:00 p.m. (Eastern Time) at the following addresses:

<p>The Court</p>	<p>Judge Martin Glenn United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, NY 10004-1408 Courtroom: 523</p>
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NOTE: You may mail your objection to the Court, but it must be received by the Court and filed by _____, 2019, at 4:00 p.m. (Eastern Time). See www._____.com for more information on how to object to the Settlement.

THE COURT’S FINAL APPROVAL HEARING

10. When and where will the Court decide whether to approve the Settlement on a final basis?

The Court will hold a hearing to decide whether to approve the proposed Settlement on a final basis. The hearing will be on _____, __, 2019, at __:__.m. before Judge Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408, Courtroom 523. Please note that the date of the hearing may be changed without notice other than an announcement in open court and on the Settlement Website. Affected Persons are encouraged to visit www._____.com for future updates.

At the hearing, the Court will consider whether the proposed Settlement and all of its terms is fair, reasonable, and adequate, and falls within the range of reasonableness required for approval of the Settlement. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the hearing and have complied with the other requirements for objections explained in the prior Section.

At or after the hearing, the Court will decide whether to approve the proposed Settlement. There may be appeals after that. There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when and if the Settlement will become final.

The Court may change deadlines listed in this Notice without further notice. To keep up on any changes in the deadlines, please visit www._____.com.

11. Do I have to go to the hearing?

No. Counsel to the Signatory Plaintiffs will appear at the hearing in support of the Settlement and will answer any questions asked by the Court.

If you send an objection, you don't have to come to Court to talk about it, but you may choose to do so. So long as you filed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend or attend yourself, but it's not required.

12. May I speak at the hearing?

Yes. If you submitted a proper written objection to the Settlement, you or your lawyer may, at your own expense, come to the hearing and speak.

13. What will happen if I do not object to the Settlement and it is approved?

If you do not object to the Settlement and it is approved by the Bankruptcy Court, you will be bound by the Waiver unless the order approving the Settlement is reversed on appeal. If the Settlement is approved, you may be entitled to assert a claim against the Settlement Fund; however, compensation is not guaranteed. For more information about how the Settlement Fund will be funded, allocated, and distributed, please refer to Section 6 above and visit the Settlement Website.

GETTING MORE INFORMATION

14. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and proposed order approving the Settlement, available at www._____.com.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
VISITING THE SETTLEMENT WEBSITE	Please go to <u>www._____</u> . .com , where you will find answers to common questions and other detailed information to help you.
REVIEWING LEGAL DOCUMENTS	<p>You can review the legal documents that have been filed with the Clerk of Court in these cases at: United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, NY 10004-1408.</p> <p>You can access the Court dockets in these cases through the court documents and claims register website at http://www.motorsliquidationdocket.com/ or through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov.</p>

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUITS, THE SETTLEMENT, THE ORDER OR THIS NOTICE.

QUESTIONS? VISIT WWW._____.COM

EXHIBIT H

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : **Chapter 11**

:

TK HOLDINGS INC., et al., : **Case No. 17-11375 (BLS)**

:

Debtors.¹ : **Jointly Administered**

:

-----X **Re: Docket No. 171**

ORDER PURSUANT 11 U.S.C. §§ 105(a) AND 502(b)(9), FED. R. BANKR. P. 2002, 3003(c)(3), 5005, AND 9007, AND LOCAL RULES 2002-1(e), 3001-1 AND 3003-1 FOR AUTHORITY TO (I) ESTABLISH DEADLINES FOR FILING PROOFS OF CLAIM, (II) ESTABLISH THE FORM AND MANNER OF NOTICE THEREOF, AND (III) APPROVE PROCEDURES FOR PROVIDING NOTICE OF BAR DATE AND OTHER IMPORTANT DEADLINES AND INFORMATION TO POTENTIAL PSAN INFLATOR CLAIMANTS

Upon the motion, dated July 7, 2017 (the “*Motion*”),² of TK Holdings Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “*Debtors*”), pursuant to sections 502(b)(9) and 105(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2002 and 3003(c)(3), 5005, and 9007 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), and Rules 2002-1(e), 3001-1, and 3003-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “*Local Rules*”), for authority to (i) establish deadlines for filing proofs of claim, (ii) establish the form and manner of notice thereof, and (iii) approve the Debtors’ plan for

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion or the Reply (as defined below), as applicable.

providing notice of the Bar Dates and other important deadlines and information to PPICs and other unknown creditors and parties in interest, including publication and other supplemental noticing procedures, all as more fully set forth in the Motion; and upon consideration of the Caudill Declaration; and upon consideration of the *Debtors' Omnibus Reply in Support of Bar Date Motion* (Docket No. 717) (the "**Reply**"); and upon consideration of the *Declaration of Jim Messina in Support of Supplemental Notice Plan to Provide Notice of Bar Dates and Other Important Deadlines and Information to Potential PSAN Inflator Claimants and Other Unknown Claimants* (Docket No. 720), the *Declaration of Thomas Vasquez in Support of Debtors' Motion for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflator Claimants* (Docket No. 721), and the *Declaration of Shai Y. Waisman in Support of Debtors' Motion for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, and (III) Approve Procedures for Providing Notice of Bar Date and Other Important Deadlines and Information to Potential PSAN Inflator Claimants* (Docket No. 719); and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal

and factual bases set forth in the Motion establish just cause for the relief granted herein, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.

Procedures for Filing General Proofs of Claim

2. The following procedures for filing General Proofs of Claim against the Debtors are approved:

- (a) Unless otherwise provided herein, the General Bar Date shall be **November 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)**.
- (b) Unless otherwise provided herein, the Governmental Bar Date shall be **December 22, 2017 at 5:00 p.m. (Prevailing Eastern Time)**.
- (c) General Proofs of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the General Proof of Claim Form annexed hereto as **Exhibit B-1** or Official Bankruptcy Form No. 410; (iv) specify by name and case number the Debtor against which the General Proof of Claim is filed; (v) set forth with specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.
- (d) If a claimant asserts a claim against more than one Debtor or has claims against different Debtors, the claimant must file a separate General Proof of Claim against each Debtor.
- (e) General Proofs of Claim must be filed either (i) through the Electronic Filing System or (ii) by delivering the original General Proof of Claim form by hand, or mailing the original General Proof

of Claim form on or before the General Bar Date or Governmental Bar Date, as applicable, as follows:

If by first class mail:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

- (f) A General Proof of Claim shall be deemed timely filed only if it is **actually received** by Prime Clerk (i) at the address listed above in subparagraph (e) or (ii) electronically through the Electronic Filing System on or before the General Bar Date or Governmental Bar Date, as applicable.
- (g) General Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission (other than General Proofs of Claim filed electronically through the Electronic Filing System) **will not** be accepted.
- (h) Any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, and Governmental Units) that asserts a claim that arises from the rejection of an executory contract or unexpired lease must file a General Proof of Claim based on such rejection by the later of (i) the General Bar Date or Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following the entry of the Court order approving such rejection, (which order may be the order confirming a chapter 11 plan in the Debtors' Chapter 11 Cases) or be forever barred from doing so.
- (i) Notwithstanding the foregoing, a party to an executory contract or unexpired lease that asserts a claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a General Proof of Claim for such

amounts on or before the General Bar Date or Governmental Bar Date, as applicable, unless an exception identified in paragraph (m) below applies.

- (j) In the event that the Debtors amend or supplement their Schedules subsequent to the date of entry of this Order, the Debtors shall give notice of any amendment or supplement to the holders of claims affected thereby, and such holders shall have until the later of (i) the applicable Bar Date and (ii) thirty (30) days from the date of such notice to file a General Proof of Claim or be subject to the provisions of paragraph 7 below and shall be given notice of such deadline.
- (k) Any person or entity that relies on the Schedules has the responsibility to determine that its claim is accurately listed in the Schedules.
- (l) Notwithstanding anything herein to the contrary, the Debtors shall not object or seek to expunge a proof of claim alleging a personal injury or wrongful death tort claim on the basis that such proof of claim was not timely filed prior to the expiration of the General Bar Date provided that such proof of claim was timely filed prior to the expiration of the PPIC Bar Date.
- (m) The following persons or entities are **not** required to file a General Proof of Claim on or before the applicable Bar Date, solely with respect to the claims described below:
 - (1) any person or entity whose claim is listed on the Schedules; *provided* that (i) the claim is **not** listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the person or entity does not dispute the amount, nature, and priority of the claim as set forth in the Schedules, and (iii) the person or entity does not dispute that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;
 - (2) any person or entity whose claim has been paid in full;
 - (3) any person or entity that holds an equity security interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such security or interest; *provided* that if any such holder asserts a claim (as opposed to an ownership interest) against the Debtors

(including a claim relating to an equity interest or the purchase or sale of such equity interest), a General Proof of Claim must be filed on or before the General Bar Date or Governmental Bar Date, as applicable, pursuant to the Procedures;

- (4) any holder of a claim allowable under section 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense (other than a holder of a section 503(b)(9) claim);
- (5) any person or entity that holds a claim that heretofore has been allowed by Order of this Court entered on or before the applicable Bar Date;
- (6) any holder of a claim for which a separate deadline has been fixed by this Court;
- (7) any person or entity who has already filed a General Proof of Claim with Prime Clerk or the Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the General Proof of Claim Form or Official Form No. 410;
- (8) any Debtor in these above-captioned cases having a claim against another Debtor in these above-captioned cases; or
- (9) any Consenting OEMs for any Consenting OEM Claims, which claims are hereby carved out of this Order and the procedures for filing General Proofs of Claim set forth herein, and shall instead be (a) filed in a format that reasonably describes, among other things, each Consenting OEM's claims, costs and expenses arising from or associated with any PSAN Inflators that are the subject of a recall, including without limitation, any amounts paid on account of litigation judgments against or settlements entered into by such Consenting OEM and (b) treated in accordance with the claims protocol to be agreed by and among the Debtors and the Initial Consenting OEMs; *provided*, that, notwithstanding the foregoing, the Consenting OEMs shall file their proofs of claim for any Consenting OEM Claims on or before the General Bar Date; *provided further*, that, in the event the restructuring support agreement to be entered into by and among the Debtors and the Initial Consenting OEMs (the "*RSA*") is (x) not approved via an order entered by the Court acceptable to the Consenting OEMs, including without

limitation, approval of the claims protocol agreed upon by and among the Debtors and the Initial Consenting OEMs, the Consenting OEMs shall have until sixty (60) days after an order denying approval of the RSA, to amend or modify any claim filed on or before the General Bar Date or (y) terminated by a Consenting OEM or as to all Consenting OEMs, such terminating Consenting OEM or all Consenting OEMs, as applicable, shall have sixty (60) days after the date on which such Consenting OEM or all Consenting OEMs, as the case may be, provide notice of such termination to amend or modify any such previously filed proofs of claim.

Procedures for Filing PPIC Proofs of Claim

3. The following procedures for filing a PPIC Proof of Claim (*i.e.*, a proof of claim alleging any prepetition claim against the Debtors for injuries (including death), losses or asserted damages arising out of or relating to the manufacture or sale of an airbag containing a PSAN Inflator or their component parts manufactured by the Debtors or their affiliates prior to the Petition Date, provided such individual is not otherwise identified as a potential creditor on the Debtors' Schedules) are approved:

- (a) Unless otherwise provided herein, the PPIC Bar Date shall be **December 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)**.
- (b) PPIC Proofs of Claim must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) conform substantially to the PPIC Proof of Claim Form annexed hereto as **Exhibit B-2**; (iv) include the make, model, year, and VIN Number of the PPIC's vehicle; (v) set forth with specificity the legal and factual basis for the alleged claim; (vi) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vii) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.
- (c) PPIC Proofs of Claim must be filed either (i) electronically through the Electronic Filing System or (ii) by delivering the original PPIC Proof of Claim form by hand, or mailing the original PPIC Proof

of Claim form on or before the PPIC Bar Date as follows:

If by first class mail:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk, LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

- (d) A PPIC Proof of Claim shall be deemed timely filed only if it is **actually received** by Prime Clerk (i) at the address listed above or (ii) electronically through the Electronic Filing System on or before the PPIC Bar Date.
- (e) PPIC Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission (other than PPIC Proofs of Claim filed electronically through the Electronic Filing System) **will not** be accepted.
- (f) Any PPIC that relies on the Schedules has the responsibility to determine that its claim is accurately listed in the Schedules.
- (g) The following persons or entities are **not** required to file a PPIC Proof of Claim on or before the PPIC Bar Date, solely with respect to the claims described below:
 - (1) any person or entity that is not a PPIC;
 - (2) any PPIC whose claim is listed on the Schedules; *provided* that (i) the claim is **not** listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” (ii) the PPIC does not dispute the amount, nature, and priority of the claim as set forth in the Schedules, and (iii) the PPIC does not dispute that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;

- (3) any PPIC whose claim for personal injury is listed on the Schedules; *provided*, that the Schedules shall be amended within five (5) business days of the date hereof to include all persons who have provided written notice to the Debtors as of the date hereof of a claim asserting personal injury; *provided further*, that such amendments shall be acceptable to the Tort Committee;
- (4) any PPIC whose claim has been paid in full;
- (5) any PPIC that holds a claim that heretofore has been allowed by Order of this Court entered on or before the applicable Bar Date;
- (6) any holder of a claim for which a separate deadline has been fixed by this Court;
- (7) any PPIC who has already filed a PPIC Proof of Claim with Prime Clerk or the Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the PPIC Proof of Claim Form or Official Form No. 410; *provided, however*, that a PPIC who also holds or asserts a claim other than a PPIC Claim must file a General Proof of Claim by the General Bar Date; or
- (8) The Future Claimants' Representative or any Future Claimant (each as defined in the *Order Appointing Roger Frankel as Legal Representative for Future Personal Injury Claimants Nunc Pro Tunc to July 20, 2017* (Docket No. 703), as modified, amended, or supplemented) for damages arising out of or relating to personal injury or wrongful death with respect to injuries sustained after the Petition Date arising from or related to PSAN Inflators or their component parts manufactured by the Debtors or their affiliates prior to confirmation of a chapter 11 plan of reorganization in these Chapter 11 Cases. In addition, notwithstanding any other provision of this Order, the claims of Future Claimants for such damages shall not be barred by this Order. However, neither the exemption set forth in this paragraph 3(g)(8), nor anything else in this Order, should be construed as a finding or conclusion that personal injury or wrongful death claims of the Future Claimants are not "claims" as defined in Bankruptcy Code section 101(5).

4. PPIC Proofs of Claim asserting damages for economic loss shall be deemed filed and asserted against each of the Debtors that was engaged in the business of designing, manufacturing, or selling products containing PSAN Inflators.

5. Notwithstanding anything herein to the contrary, the rights of all parties to object to any PPIC Proof of Claim or General Proof of Claim on any basis are hereby preserved.

6. For the avoidance of doubt, the foregoing procedures shall apply to all PPICs and, unless otherwise subject to one of the exceptions set forth above, each PPIC shall be required to file a PPIC Proof of Claim by the PPIC Bar Date including any PPIC that may otherwise be included in, or represented by, a purported class action, class suit, or similar representative action filed against the Debtors.

7. Any holder of a claim against the Debtors, including any PPIC, who is required to file a General Proof of Claim or PPIC Proof of Claim in accordance with this Bar Date Order, but fails to do so on or before the applicable Bar Date, shall not be permitted to vote to accept or reject any plan filed in the Chapter 11 Cases, or receive any distribution in the Chapter 11 Cases on account of such claim, or, for holders of unscheduled and unfiled claims, receive further notices regarding such claim.

8. The General Bar Date Notice, the PPIC Combined Notice, and the Publication Notice (as defined below), attached hereto as **Exhibits A-1, A-2, and A-3**, respectively, are hereby approved.

Procedures for Mailing of the General Bar Date Notice

9. The following Procedures are hereby approved with respect to the General Bar Date Notice:

- (a) The Debtors shall cause to be mailed (i) a General Proof of Claim Form and (ii) the General Bar Date Notice within five (5) business days of entry of this Order to the following parties
- (i) the Office of the U.S. Trustee;
 - (ii) all parties listed on the Consolidated Creditor Matrix (Docket No. 31);
 - (iii) all creditors and other known holders of claims against the Debtors as of the date of entry of this Order, including all entities listed in the Schedules as holding claims against the Debtors;
 - (iv) all persons or entities that have filed General Proofs of Claims as of the date of entry of this Order;
 - (v) all known equity interest holders of the Debtors as of the date of entry of this Order;
 - (vi) all counterparties to the Debtors' executory contracts and unexpired leases as of the date of entry of this Order;
 - (vii) all named parties to pending litigation against the Debtors as of the date of entry of this Order;
 - (viii) all current and former employees, directors, and officers (to the extent that contact information for former employees, directors, and officers is available in the Debtors' records);
 - (ix) all regulatory authorities that regulate the Debtors' businesses as of the date of entry of this Order;
 - (x) the Offices of the United States Attorney for the District of Delaware and the Eastern District of Michigan;
 - (xi) the office of the attorney general for each state in which the Debtors maintain or conduct business;
 - (xii) the District Director of the Internal Revenue Service for the District of Delaware;
 - (xiii) all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;
 - (xiv) all parties who have requested notice pursuant to Bankruptcy Rule 2002 as of the date of entry of this Order; and

(xv) such additional persons and entities deemed appropriate by the Debtors.

(b) The Debtors shall also post the General Bar Date Notice on Prime Clerk's website at TKRestructuring.com.

Procedures for Mailing the PPIC Bar Date

10. The Debtors are hereby ordered to serve the PPIC Notice Parties with the PPIC Combined Notice on a 6 x 9 postcard, substantially in the form filed with the Court on July 19, 2017 (Docket No. 282), via standard mail, at least **fifty-three (53) days** prior to the PPIC Bar Date. Such notice shall be deemed good and sufficient notice to the PPIC Notice Parties of the PPIC Bar Date and all other dates, deadlines, and other matters described therein, and no further or additional notice shall be necessary or required. Without limiting the generality of the foregoing, the Court finds and concludes that the PPIC Combined Notice constitutes good and sufficient notice of (a) the hearings set to consider approval of the Disclosure Statement and confirmation of the Chapter 11 Plan, and all related objection deadlines and procedures; (b) the terms of the contemplated plan highlighted therein; and (c) the opportunity for the PPICs to "opt out" of certain of the third-party release provisions of the contemplated plan and the procedures for doing so.

Publication of the Notice of Commencement and the Supplemental Notice Plan

11. The Debtors shall publish notice of the Bar Dates, substantially in the form attached hereto as **Exhibit A-3** (the "**Publication Notice**"), with any necessary modifications for ease of publication, once in the national editions of each of *The Wall Street Journal*, *The New York Times*, and *USA Today*, as well as once in each of the *Los Angeles Times*, *The Mercury News*, *The Dallas Morning News*, *Houston Chronicle*, *Miami Herald*, *Tampa Bay Times*, and *Automotive News*.

12. The Debtors shall use commercially reasonable efforts to publish the Publication Notice, as soon as practicable (allowing reasonable time for translations and other administrative and logistical issues), with any necessary modifications for ease of publication, once in each of the international publications listed on Exhibit C hereto.

13. Publication of notice of the Bar Dates as set forth in this Order is reasonably calculated to provide notice to unknown creditors, including PPICs, of the Bar Dates, and is hereby approved and no other or further notice shall be required.

14. The PPIC Notice Procedures, including the Supplemental Notice Plan, are reasonably calculated to provide notice to unknown creditors, including PPICs, of the Chapter 11 Cases and Bar Dates and the other matters described therein, and are hereby approved and no other or further notice shall be required; *provided, however*, that the Debtors shall limit the Supplemental Notice Plan to (i) publication of the Publication Notice as provided in paragraphs 11 and 12 of this Order, (ii) the Informational Release, and (iii) the dedicated websites and the toll free number described in the Motion. The Court finds and concludes that identities and contact information of PPICs other than Traditional Notice Parties are not reasonably ascertainable and that such parties therefore are unknown creditors with respect to any claims they may have against the Debtors' estates, for whom notice by publication pursuant to Bankruptcy Rule 2002(l) is appropriate and sufficient.

15. The Court further finds and concludes that publication of the Publication Notice as provided in paragraphs 11 and 12 of this Order will itself constitute adequate notice of the Bar Dates and other matters described therein on all unknown creditors, without regard to the additional elements of the Supplemental Notice Plan.

16. Except as with respect to service of the PPIC Combined Notice, and notwithstanding any requirement under Bankruptcy Rule 2002 or otherwise, neither the Debtors, Prime Clerk, the clerk of the Court, nor any other person shall be required to serve or otherwise provide notice of any other pleadings, papers, deadlines, hearings, or other matters in the Chapter 11 Cases, whether by mail, hand delivery, overnight courier, or otherwise, on any PPIC, unless such PPIC is also a Traditional Notice Party as of the date of such service or notice. All updates and other notices sent to the PPIC Notice Parties shall be delivered electronically in accordance with the PPIC Electronic Opt-In Procedures, including those notices required pursuant to Bankruptcy Rule 2002.

Disclosure Statement and Chapter 11 Plan Objection Deadlines and Hearing Dates

17. The Disclosure Statement Hearing (at which time this Court will consider, among other things, the adequacy of the Disclosure Statement) will be held before the Honorable Brendan L. Shannon United States Bankruptcy Judge, in Courtroom #1 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, on **January 3, 2018 at 10:00 a.m. (Prevailing Eastern Time)**. The Disclosure Statement Hearing may be continued from time to time by the Court without further notice other than adjournments announced in open court in the filing of a notice or a hearing agenda in these Chapter 11 Cases. The deadline to file responses or objections, if any, to the Disclosure Statement is **December 27, 2017 at 4:00 p.m. (Prevailing Eastern Time)**.

18. The Confirmation Hearing will be held before the Honorable Brendan L. Shannon United States Bankruptcy Judge, in Courtroom #1 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, on **February 13, 2018 at 10:00 a.m. (Prevailing Eastern Time)**. The Confirmation Hearing

may be continued from time to time by the Court without further notice other than adjournments announced in open court in the filing of a notice or a hearing agenda in these Chapter 11 Cases. The deadline to file responses or objections, if any, to confirmation of the Chapter 11 Plan is **February 6, 2018 at 4:00 p.m. (Prevailing Eastern Time).**

19. Nothing contained in this Order or in the Motion is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

20. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

21. The Debtors and Prime Clerk are authorized to take all steps necessary or appropriate to carry out this Order.

22. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing the date by which holders of claims **not** subject to the Bar Dates established herein must file such claims against the Debtors or be forever barred from so doing.

23. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: Oct 4, 2017
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit A-1

General Bar Date Notice

Para acceder a una versión de este aviso en español, por favor visite <http://tkrestructuring.com>.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
:
In re : **Chapter 11**
:
TK HOLDINGS INC., et al., : **Case Nos. 17-11372 (BLS)**
:
: **Through 17-11383 (BLS)**
Debtors.¹ :
:
: **Jointly Administered**
-----X

NOTICE OF DEADLINES REQUIRING FILING OF PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST THE DEBTORS SET FORTH BELOW:

Name of Debtor	Case Number	Tax Identification Number
Takata Americas	17-11372	XX-XXX9766
TK Finance, LLC	17-11373	XX-XXX2753
TK China, LLC	17-11374	XX-XXX1312
TK Holdings Inc.	17-11375	XX-XXX3416
Takata Protection Systems Inc.	17-11376	XX-XXX3881
Interiors in Flight Inc.	17-11377	XX-XXX4046
TK Mexico Inc.	17-11378	XX-XXX8331
TK Mexico LLC	17-11379	XX-XXX9029
TK Holdings de Mexico, S. de R.L. de C.V.	17-11380	N/A
Industrias Irvin de Mexico, S.A. de C.V.	17-11381	N/A
Takata de Mexico, S.A. de C.V.	17-11382	N/A
Strosshe-Mex, S. de R.L. de C.V.	17-11383	N/A

On October 3, 2017, the Bankruptcy Court entered an order [Docket No. ___] (the “**Bar Date Order**”) establishing certain deadlines for the filing of proofs of claim in the above-listed

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Takata Americas (9766); TK Finance, LLC (2753); TK China, LLC (1312); TK Holdings Inc. (3416); Takata Protection Systems Inc. (3881); Interiors in Flight Inc. (4046); TK Mexico Inc. (8331); TK Mexico LLC (9029); TK Holdings de Mexico S. de R.L. de C.V. (N/A); Industrias Irvin de Mexico, S.A. de C.V. (N/A); Takata de Mexico, S.A. de C.V. (N/A); and Strosshe-Mex, S. de R.L. de C.V. (N/A). Except as otherwise set forth herein, the Debtors’ international affiliates and subsidiaries are not debtors in these chapter 11 cases. The location of the Debtors’ corporate headquarters is 2500 Takata Drive, Auburn Hills, Michigan 48326.

Debtors' chapter 11 cases (each a "***Proof of Claim***"), including a deadline for asserting claims against any of the Debtors for past or future monetary losses, personal injuries (including death), or asserted damages arising out of or relating to an airbag containing phase-stabilized ammonium nitrate propellant ("***PSAN Inflators***"), or their component parts, manufactured or sold by the Debtors or their affiliates prior to the Petition Date (each a "***PPIC Claim***"). Except as otherwise set forth herein, all persons, entities (including individuals, partnerships, corporations, joint ventures, and trusts), and governmental units who have a claim or potential claim, including any claims under section 503(b)(9) of title 11 of the United States Code (the "***Bankruptcy Code***"), against any of the Debtors that arose prior to the June 25, 2017 (the "***Petition Date***"), no matter how remote or contingent, **MUST FILE A PROOF OF CLAIM.**

The deadlines set forth in the Bar Date Order for filing Proofs of Claim are as follows (collectively, the "***Bar Dates***"):

(a) For all claims against any of the Debtors other than (i) PPIC Claims and (ii) claims of Governmental Units (as defined below), the last date and time to file a Proof of Claim is **November 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)** (the "***General Bar Date***");

(b) For all PPIC Claims, the last date and time to file a Proof of Claim is **December 27, 2017 at 5:00 p.m. (Prevailing Eastern Time)** (the "***PPIC Bar Date***"); and

(c) For claims against any of the Debtors asserted by a governmental unit (as defined in section 101(27) of the Bankruptcy Code), the last date and time to file a Proof of Claim is **December 22, 2017 at 5:00 p.m. (Prevailing Eastern Time)** (the "***Governmental Bar Date***").

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a proof of claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose prior to the Petition Date, and it is not one of the types of claims described in Section 4 below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be

filed on or prior to the applicable Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word “claim” means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2. SPECIAL PROVISIONS FOR OWNERS OF VEHICLES WITH TAKATA AIRBAG INFLATORS

If you (or, in the case of a wrongful-death claim, the estate you represent) believe you have a claim against the Debtors, including for past or future monetary loss, personal injury, or death on account of your current or past ownership of a vehicle containing a PSAN Inflator regardless of whether such PSAN Inflator is subject to a recall or has already been repaired or you have thus far suffered no loss, injury, or death on account of your PSAN Inflator (as such claims may be deemed to have accrued before the Petition Date), you **MUST** file a Proof of Claim for your PPIC Claim prior to the PPIC Bar Date and in accordance with the instructions below.

For the avoidance of doubt, the Debtors are not seeking to, and the passage or expiration of the PPIC Bar Date shall not, bar or prevent any individuals from filing claims against the Debtors’ estates for personal injury or wrongful death tort claims that arise from or relate to incidents that occur after the Petition Date involving vehicles that contain PSAN Inflators or their component parts manufactured by the Debtors or their affiliates.

You must file a Proof of Claim even if you may be included in, or represented by, a purported class action, class suit, or similar representative action filed against the Debtors.

Information about how to file a Proof of Claim on account of a PPIC Claim, including the ability to file such claim electronically, is available at TKRestructuring.com/PPIC. **If you fail to file a Proof of Claim on or before the PPIC Bar Date: (a) you may be forever barred, estopped, and enjoined from asserting a PPIC Claim against the Debtors even if your loss or injury does not occur until some point in the future; (b) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to such claim; and (c) you may not receive any distribution in these cases on account of such claim.**

3. WHAT TO FILE

The Debtors are enclosing a proof of claim form (the “*General Proof of Claim Form*”) for use in these cases; if your claim is listed on the schedules of assets and liabilities filed by the Debtors (collectively, the “*Schedules*,” which are available at www.primeclerk.com/takataschedules), the proof of claim form also sets forth the amount of your claim as listed on the Schedules, the specific Debtor against which the claim is scheduled, and whether the claim is scheduled as “disputed,” “contingent,” or “unliquidated.” You will receive a different proof of claim form for each claim listed in your name on the Schedules. You may utilize the proof of claim form(s) provided by the Debtors to file your claim. Additional proof of claim forms may be obtained at (i) the website established by the Debtors’ Court-approved claims and noticing agent, Prime Clerk LLC (“*Prime Clerk*”), located at TKRestructuring.com or (ii) the Bankruptcy Court’s website located at www.uscourts.gov/forms/bankruptcy-forms.

All proof of claim forms must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. It must be written in English and be denominated in United States currency (using the exchange rate, if applicable, as of the Petition Date). You also should set forth with specificity the legal and factual basis for the alleged claim and attach to your completed proof of claim any documents on which the claim is based (if voluminous, attach a summary) or explanation as to why the documents are not available.

Your proof of claim form must not contain complete social security numbers or taxpayer identification numbers (only the last four (4) digits), a complete birth date (only the year), the name of a minor (only the minor's initials), or a financial account number (only the last four (4) digits of such account number).

Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor. Any holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's bankruptcy case. A list of the Debtors and their respective case numbers is set forth above on the first page of this Notice. Any holder of a claim must sign the claim or, if the claimant is not an individual, an authorized agent must sign the claim.

3. WHEN AND WHERE TO FILE

Except as provided for herein, all proofs of claim must be filed so as to be received on **or before the applicable deadline set forth above** as follows:

IF BY FIRST CLASS MAIL:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

IF BY OVERNIGHT COURIER OR HAND DELIVERY:

TK Holdings Inc.
Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

IF ELECTRONICALLY:

The website established by Prime Clerk, using the interface available on such website located at TKRestructuring.com under the linked entitled "Submit a Claim" (the "*Electronic Filing System*").

Proofs of claim will be deemed filed only when received at the addresses listed above or via the Electronic Filing System on or before the applicable Bar Dates. Proofs of claim may not be delivered by facsimile, telecopy, or electronic mail transmission (other than proofs of claim filed electronically through the Electronic Filing System).

4. WHO NEED NOT FILE A PROOF OF CLAIM

You do **not** need to file a proof of claim on or prior to the applicable Bar Dates if you are:

- (a) any person or entity whose claim is listed on the Schedules; *provided* that (i) the claim is **not** listed on the Schedules as "disputed," "contingent," or "unliquidated," (ii) the person or entity does not dispute the amount, nature, and priority of the claim as set forth in the Schedules, and (iii) the person or entity does not dispute that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;
- (b) any person or entity whose claim has been paid in full;
- (c) any person or entity that holds an equity security interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such security or interest; *provided* that if any such holder asserts a claim (as opposed to an ownership interest) against the Debtors (including a claim relating to an equity interest or the purchase or sale of such equity interest), a proof of claim must be filed on or before the General Bar Date or Governmental Bar Date, as applicable, pursuant to the procedures described herein;

- (d) the holder of a claim allowable under section 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense (**other than** a holder of a section 503(b)(9) claim);
- (e) any person or entity that holds a claim that heretofore has been allowed by Order of the Bankruptcy Court entered on or before the applicable Bar Date;
- (f) any holder of a claim for which a separate deadline has been fixed by the Bankruptcy Court;
- (g) any person or entity who has already filed a proof of claim with Prime Clerk or the Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the General Proof of Claim Form or Official Form No. 410;
- (h) any Debtor listed on the first page of this Notice having a claim against another Debtor listed on the first page of this Notice;
- (i) any Consenting OEMs for any Consenting OEM Claims, which claims are hereby carved out of this Order and the procedures for filing General Proofs of Claim set forth herein, and shall instead be (a) filed in a format that reasonably describes, among other things, each Consenting OEM's claims, costs and expenses arising from or associated with any PSAN Inflators that are the subject of a recall, including without limitation, any amounts paid on account of litigation judgments against or settlements entered into by such Consenting OEM and (b) treated in accordance with the claims protocol to be agreed by and among the Debtors and the Initial Consenting OEMs; **provided**, that, notwithstanding the foregoing, the Consenting OEMs shall file their proofs of claim for any Consenting OEM Claims on or before the General Bar Date; **provided further**, that, in the event the restructuring support agreement to be entered into by and among the Debtors and the Initial Consenting OEMs (the "**RSA**") is (x) not approved via an order entered by the Court acceptable to the Consenting OEMs, including without limitation, approval of the claims protocol agreed upon by and among the Debtors and the Initial Consenting OEMs, the Consenting OEMs shall have until sixty (60) days after an order denying approval of the RSA, to amend or modify any claim filed on or before the General Bar Date or (y) terminated by a Consenting OEM or as to all Consenting OEMs, such terminating Consenting OEM or all Consenting OEMs, as applicable, shall have sixty (60) days after the date on which such Consenting OEM or all Consenting OEMs, as the case may be, provide notice of such termination to amend or modify any such previously filed proofs of claim.

This Notice may be sent to persons and entities that have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors.

The fact that you have received this Notice does not mean that you have a claim or that the Debtors or the Bankruptcy Court believe that you have a claim against the Debtors.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you hold a claim arising out of the rejection of an executory contract or unexpired lease you must file a proof of claim based on such rejection by the later of (i) the General Bar Date or Governmental Bar Date, as applicable, and (ii) the date that is thirty (30) days following the entry of the Bankruptcy Court order approving such rejection, (which order may be the order confirming a chapter 11 plan in the Debtors' Chapter 11 Cases) or be forever barred from doing so *provided, however*, that a party to an executory contract or unexpired lease that asserts a claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a proof of claim for such amounts on or before the General Bar Date or Governmental Bar Date, as applicable, unless an exception identified in section 4 above applies.

6. THE DEBTORS' SCHEDULES AND ACCESS THERETO

You may be listed as a holder of a claim against one or more of the Debtors in the Debtors' Schedules.

To determine if and how you are listed on the Schedules, please refer to the descriptions set forth on the enclosed proof of claim form(s) regarding the nature, amount, and status of your claim(s). If you received postpetition payments from the Debtors (as authorized by the Bankruptcy Court) on account of your claim(s), the enclosed proof of claim form will reflect the net amount of your claim(s). If the Debtors believe that you hold claims against more than

one Debtor, you will receive multiple proof of claim forms, each of which will reflect the nature and amount of your claim against one Debtor, as listed in the Schedules.

If you rely on the Debtors' Schedules and/or the enclosed proof of claim form(s), it is your responsibility to determine that the claim accurately is listed on the Schedules. However, you may rely on the enclosed form, which lists your claim as scheduled, identifies the Debtor against which it is scheduled, and specifies whether the claim is disputed, contingent, or unliquidated.

As set forth above, if you agree with the nature, amount, and status of your claim as listed in the Debtors' Schedules, and if you do not dispute that your claim only is against the Debtor specified by the Debtors, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must do so before the applicable Bar Dates, in accordance with the procedures set forth in this Notice.

In the event that the Debtors amend or supplement their Schedules subsequent to the entry of the Bar Date Order, the Debtors shall give notice of any amendment or supplement to the holders of claims affected thereby, and such holders shall have until the later of (i) the applicable Bar Date and (ii) thirty (30) days from the date of such notice to file a proof of claim or be barred from doing so and shall be given notice of such deadline.

Copies of the Debtors' Schedules are available for inspection on the Bankruptcy Court's electronic docket for the Debtors' chapter 11 cases, which is posted on (i) the website established by Prime Clerk for the Debtors' cases at TKRestructuring.com and (ii) on the Court's website at <http://www.deb.uscourts.gov/>. A login and password to the Bankruptcy Court's Public Access to Electronic Records ("**PACER**") are required to access this

information and can be obtained through the PACER Service Center at <http://www.pacer.gov>. Copies of the Schedules also may be examined between the hours of 8:00 a.m. and 4:00 p.m., Prevailing Eastern Time, Monday through Friday at the Office of the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. Copies of the Debtors' Schedules also may be obtained by request to Prime Clerk, at the address and telephone number set forth below:

7. RESTRUCTURING PROCEEDINGS OF DEBTORS' JAPANESE AFFILIATES

Takata Corporation, Takata Kyushu Corporation, and Takata Service Corporation (collectively, "*Takata Japan*") have commenced proceedings under the Civil Rehabilitation Act ("CRA") in Tokyo, Japan. Takata Japan has sought recognition by the Bankruptcy Court of its CRA proceedings under Chapter 15 of the Bankruptcy Code. Parties who believe they have claims against Takata Japan can obtain information about the CRA proceedings at www.takata.com.

8. RESTITUTION FUND

Individuals who have suffered, or will suffer, personal injury caused by the malfunction of a PSAN Inflator may be eligible for compensation from Restitution Funds established by order of the Federal Court for the E.D. of Michigan. The Court has appointed a Special Master, Prof. Eric D. Green, to administer the claimant compensation process and make recommendations regarding the distribution of funds. If you believe you may qualify for compensation from the Restitution Funds, please visit www.takataspecialmaster.com for further information and to review relevant case documents.

9. PLAN AND DISCLOSURE STATEMENT

The Debtors will soon file a chapter 11 plan of reorganization (the "*Plan*") and accompanying disclosure statement (the "*Disclosure Statement*"). The Plan will describe the

proposed treatment of claims against, and interests in, the Debtors; the Disclosure Statement will provide information about the Plan and the Debtors. The Bankruptcy Court will hold hearings to consider, and has set deadlines to object to, the Disclosure Statement and Plan.

Disclosure Statement Hearing. January 3, 2018 at 10:00 a.m. (Prevailing Eastern Time), with objections due no later than December 27, 2017, at 4:00 p.m. (Prevailing Eastern Time);

Confirmation Hearing. February 13, 2018 at 10:00 a.m. (Prevailing Eastern Time), with objections due no later than February 6, 2018, at 4:00 p.m. (Prevailing Eastern Time).

To receive notices on the chapter 11 cases, or to review the Plan and Disclosure Statement, visit and register your email address at TKRestructuring.com/PPIC. All documents filed with the Bankruptcy Court are available for inspection at the Office of the Clerk of the Court or free of charge at: TKRestructuring.com/PPIC. *The Plan will bind all creditors and interest holders upon its confirmation. If you wish to object to Plan or Disclosure Statement, you must properly file and serve an objection by the applicable deadline listed above.*

10. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

ANY HOLDER OF A CLAIM THAT IS NOT EXEMPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER, AS SET FORTH IN SECTION 4 ABOVE, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES AND SHALL RECEIVE NO DISTRIBUTION IN THE DEBTORS' CASES ON ACCOUNT OF SUCH CLAIM.

A holder of a potential claim against the Debtors should consult an attorney regarding any matters not covered by this Notice, such as whether the holder should file a proof of claim.

Dated: _____, 2017
Wilmington, Delaware

BY ORDER OF THE COURT

RICHARDS, LAYTON & FINGER, P.A.
Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
Brett M. Haywood (No. 6166)
920 N. King Street
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-and-

WEIL, GOTSHAL & MANGES LLP
Marcia L. Goldstein
Ronit J. Berkovich
Matthew P. Goren
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
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*Attorneys for the Debtors
and Debtors in Possession*

Exhibit A-2

PPIC Combined Notice

In re: TK HOLDINGS INC., et al., Chapter 11 Case No. 17-11375 (BLS)
Debtors

TK Holdings Inc. Return Mail
P.O. Box 3004
Monroe, WI 53566-3004

IMPORTANT LEGAL NOTICE FOR OWNERS OF VEHICLES WITH TAKATA AIRBAG INFLATORS

- This Notice was authorized by a federal court. Read it carefully. Your rights are at stake. -

Why have I received this notice? TK Holdings, Inc. and certain of its affiliates listed on the reverse side of this notice (collectively, the "Debtors") have filed chapter 11 bankruptcy cases in the United States. The Debtors are subsidiaries of Takata Corporation, a Japanese corporation engaged in the manufacture and sale of airbag inflators and other automotive components. Takata Corporation and its worldwide affiliates (including the Debtors) are referred to collectively as "Takata." Takata Corporation has filed a bankruptcy proceeding in Japan. This notice relates only to the Debtors located in the U.S. and Mexico.

You have been identified as the current or former registered owner of a vehicle with one or more Takata-manufactured airbag inflators containing phase-stabilized ammonium nitrate propellant ("PSAN Inflators"), which are or may be defective and could rupture, creating a risk of personal injury or death. This notice sets forth the deadline for asserting claims against the Debtors in the U.S. bankruptcy proceedings and provides other important deadlines and information about the chapter 11 cases. **If your vehicle contains a defective or potentially defective airbag inflator and is under recall, contact your nearest dealership immediately to schedule a free repair.**

Do I have a claim against the Debtors? You (or, in the case of a wrongful-death claim, the estate you represent) may have claims against the Debtors, including for monetary loss, personal injury, or death (in each case, whether past or future) on account of your current or past ownership of a vehicle containing a PSAN Inflator regardless of whether such PSAN Inflator is subject to a recall or has already been repaired or you have thus far suffered no loss, injury, or death on account of your PSAN Inflator (as such claims may be deemed to have accrued before the Debtors filed for bankruptcy). *To assert a claim, you must file a proof of claim by the deadline and in accordance with the instructions on the reverse side of this notice. If you fail to do so, your claim may be barred and you may receive no recovery.*

What else should I do? The Debtors strongly recommend that you:

- Carefully review this notice, including the reverse side, in its entirety.
- Please visit www.AirbagRecall.com or call 1.888.327.4236 for more information about obtaining free replacement airbags.
- Register your email address at TKRestructuring.com/PPIC. You will receive no further notices in the chapter 11 cases unless you do so and may miss important information.
- Call 833-619-7579 (U.S. toll-free) or 920-238-6810 (international), email tkppic@primeclerk.com, or visit TKRestructuring.com/PPIC if you have questions.
- Contact an attorney for legal advice concerning the chapter 11 cases.

[PRIMECLERKID] - Barcode
***[PRIMECLERKID] - Human Readable

[GIVEN NAME] [MIDDLE INITIAL] [SURNAME]/
[FIRM NAME] [SURNAME SUFFIX] - wrap as necessary
[ADDRESS FIELDS FROM NCOA/CASS] - including country



Visit www.AirbagRecall.com to see if you're at risk of injury or death, or call 1.888.327.4236 for more information about the safety of your vehicle.

Commencement of Chapter 11 Cases. On June 25, 2017 (the "Petition Date"), Debtors Takata Americas, TK Finance, LLC, TK China, LLC, TK Holdings Inc., Takata Protection Systems Inc.; Interiors in Flight Inc.; TK Mexico Inc.; TK Mexico LLC; TK Mexico de Mexico S. de R.L. de C.V.; Industrias Irvin de Mexico, S.A. de C.V.; Takata de Mexico, S.A. de C.V.; and Strosshe-Mex, S. de R.L. de C.V. each filed a voluntary petition for relief under chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Dist. of Delaware. *Filing of the chapter 11 cases imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the Debtors or the Debtors' property outside of the chapter 11 cases.*

Restructuring Proceedings of Debtors' Japanese Affiliates. Takata Corporation, Takata Kyushu Corporation, and Takata Service Corporation (collectively, "Takata Japan") have commenced proceedings under the Civil Rehabilitation Act ("CRA") in Tokyo, Japan. Takata Japan has also sought recognition by the Bankruptcy Court of its CRA proceedings under Chapter 15 of the Bankruptcy Code. Parties who believe they have claims against Takata Japan can obtain information about the CRA proceedings at www.takata.com.

Further Notices. You should register your email address at TKRestructuring.com/PPIC. You will not receive notice of any further documents filed in the chapter 11 cases unless you do so. All documents filed with the Bankruptcy Court are available for inspection at the Office of the Clerk of the Court or free of charge at: TKRestructuring.com/PPIC.

Restitution Fund. Individuals who have suffered, or will suffer, personal injury caused by the malfunction of a PSAN Inflator may be eligible for compensation from Restitution Funds established by order of the Federal Court for the E.D. of Michigan. The Court has appointed a Special Master, Prof. Eric D. Green, to administer the claimant compensation process and make recommendations regarding the distribution of funds. If you believe you may qualify for compensation from the Restitution Funds, please visit www.takataspecialmaster.com for further information.

Deadline for Filing Proof of Claim. December 27, 2017, at 5:00 p.m. (Eastern Time) (the "PPIC Bar Date") is the last date and time to assert claims against any of the Debtors for monetary losses, personal injuries (including death), or asserted damages arising out of or relating to an airbag containing a PSAN Inflator or their component parts manufactured or sold by Takata prior to the Petition Date (a "PPIC Claim"). You must file a proof of claim for a PPIC Claim (a "PPIC Proof of Claim") even if you are included in a class action lawsuit or other representative action filed against the Debtors. Information about how to file a PPIC Proof of Claim, including the ability to file such claim electronically, is available at TKRestructuring.com/PPIC. **If you fail to file a PPIC Proof of Claim before the PPIC Bar Date: (a) you may be forever barred, estopped, and enjoined from asserting a PPIC Claim against the Debtors even if your loss or injury does not occur until some point in the future; (b) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to such claim; and (c) you may not receive any distribution in these chapter 11 cases on account of such claim.** Filing a proof of claim submits a creditor to the jurisdiction of the Bankruptcy Court, with consequences a lawyer can explain. *The PPIC Bar Date does not apply to claims for personal injury or wrongful death sustained after the Petition Date arising from or relating to a PSAN Inflator or its component parts manufactured by Takata. This means that you may be entitled to seek a distribution under the Plan upon injury or death even if you do not file a proof of claim by the PPIC Bar Date. However, you will remain subject to the other terms of the Plan—including the releases, injunctions, and "sale free and clear" provisions described below—to the same extent as other holders of claims.*

Plan and Disclosure Statement. The Debtors will soon file a chapter 11 plan of reorganization (the "Plan") and accompanying disclosure statement (the "Disclosure Statement"). The Plan will describe the proposed treatment of claims against, and interests in, the Debtors; the Disclosure Statement will provide information about the Plan and the Debtors. The Bankruptcy Court will hold hearings to consider, and has set deadlines to object to, the adequacy of the Disclosure Statement and confirmation of the Plan.

- **Disclosure Statement Hearing.** January 3, 2018 at 10:00 a.m. (Eastern Time), with objections due no later than December 27, 2017, at 4:00 p.m. (Eastern Time);

- **Confirmation Hearing.** February 13, 2018 at 10:00 a.m. (Eastern Time), with objections due no later than February 6, 2018, at 4:00 p.m. (Eastern Time).

Carefully review the Plan and Disclosure Statement, available at: TKRestructuring.com/PPIC. If you register at TKRestructuring.com/PPIC, you will receive an electronic copy of the Plan and Disclosure Statement and other notices. If you fail to register, this will be the only notice you will receive. The Plan will bind all creditors and interest holders upon its confirmation. If you wish to object to the adequacy of the Disclosure Statement or confirmation of the Plan, you must properly file and serve an objection by the applicable deadline listed above.

Discharge. Confirmation of the Plan may result in a discharge of debts of the Debtors, which may include all or a part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect against the Debtors, except as provided in the Plan.

RELEASES. In addition to the discharge described above, the Plan will likely contain broad releases of third-party claims and related injunction provisions. If approved, these provisions could release claims you hold against certain third parties, including the manufacturer of your vehicle and the Plan Sponsor (defined below). The foregoing is a summary only. You should carefully review the full text of the Plan's release, injunction, and related provisions and any applicable release "opt out" provision at TKRestructuring.com/PPIC.

SALE "FREE AND CLEAR." The Debtors have proposed Joyson KSS Auto Safety S.A., together with one or more of its current or future subsidiaries or affiliates, as their "Plan Sponsor." The Plan will provide for the Plan Sponsor's acquisition of substantially all assets of the Debtors (with specified exclusions generally related to Takata's PSAN Inflator business). The Plan Sponsor will buy these acquired assets free and clear of all claims, liens, charges, encumbrances, and other interests (collectively, "Claims and Interests"), except for certain specifically assumed liabilities. The Plan Sponsor will not assume any claims of the Debtors or Takata unless it expressly agrees to do so. Without limiting the foregoing, the Plan Sponsor is not assuming any claims or liabilities related in any way to the PSAN Inflators (and the propellant), including PPIC Claims. *If you do not file an objection to the Plan with the Bankruptcy Court by the deadline above, your right to challenge the sale of the Debtors' assets "free and clear" of Claims and Interests and the related injunction will be forfeited. The Bankruptcy Court's approval of the sale of the Debtors' assets "free and clear" and the related injunction means that you will be forever barred from asserting any Claims and Interests against the Plan Sponsor and/or the Plan Sponsor's predecessors, successors, assigns, subsidiaries, affiliates, equity holders, current and former officers and directors, employees, agents, professionals, and various other related persons.* You should review the full text of this provision at TKRestructuring.com/PPIC.

Exhibit A-3

Publication Notice

IN RE TK HOLDINGS, INC., *ET AL.*, CASE NO. 17-11375 (BLS)

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM INCLUDING CLAIMS OF POTENTIAL TAKATA AIRBAG INFLATOR CLAIMANTS

1. On June 25, 2017 (the “*Petition Date*”), TK Holdings, Inc. and certain of its affiliates (collectively, the “*Debtors*”) filed chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”). The Debtors are subsidiaries of Takata Corporation, a Japanese corporation engaged in the manufacture and sale of automotive components, including airbag inflators. Takata Corporation filed a bankruptcy proceeding in Japan. This notice relates only to claims against the Debtors in the U.S. and Mexico. The name and case number for each Debtor is: Takata Americas, 17-11372; TK Finance, LLC, 17-11373; TK China, LLC, 17-11374; TK Holdings Inc., 17-11375; Takata Protection Systems Inc., 17-11376; Interiors in Flight Inc., 17-11377; TK Mexico Inc., 17-11378; TK Mexico LLC, 17-11379; TK Holdings de Mexico, S. de R.L. de C.V., 17-11380; Industrias Irvin de Mexico, S.A. de C.V., 17-11381; Takata de Mexico, S.A. de C.V., 17-11382; Strosshe-Mex, S. de R.L. de C.V., 17-11383.

2. On October 3, 2017, the Bankruptcy Court entered an order [Docket No. ___] (the “*Bar Date Order*”) establishing deadlines for filing proofs of claim in the Debtors’ chapter 11 cases (each a “*Proof of Claim*”), including a deadline for asserting claims against any Debtor for monetary losses, personal injury, or death (whether past or future) arising out of or relating to an airbag containing phase-stabilized ammonium nitrate propellant (“*PSAN Inflators*”), or their component parts, manufactured or sold by the Debtors or their affiliates prior to the Petition Date (each a “*PPIC Claim*”). Except as otherwise stated herein, all persons (including individuals, partnerships, corporations, joint ventures, and trusts), and governmental units who have a claim or potential claim, including under Bankruptcy Code section 503(b)(9), against any Debtor that arose before the Petition Date, no matter how remote or contingent, **MUST FILE A PROOF OF CLAIM.**

I. DEADLINES FOR FILING CLAIMS

3. The deadlines stated in the Bar Date Order for filing Proofs of Claim are as follows (collectively, the “*Bar Dates*”):

(a) For claims against any of the Debtors other than (i) PPIC Claims and (ii) claims of Governmental Units (as defined below), the deadline to file a Proof of Claim is **November 27, 2017 at 5:00 p.m. (Eastern Time)** (the “*General Bar Date*”);

(b) For PPIC Claims, the deadline to file a Proof of Claim is **December 27, 2017 at 5:00 p.m. (Eastern Time)** (the “*PPIC Bar Date*”); and

(c) For claims against any Debtor asserted by a governmental unit (as defined in Bankruptcy Code section 101(27)), the deadline to file a Proof of Claim is **December 22, 2017 at 5:00 p.m. (Eastern Time)** (the “*Governmental Bar Date*”).

II. WHO MUST FILE A PROOF OF CLAIM

4. With limited exceptions stated below, you **MUST** file a Proof of Claim to vote on the Debtors' chapter 11 plan or share in distributions from the Debtors' estates. Claims based on acts or omissions of the Debtors before the Petition Date must be filed on or before the applicable Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Petition Date.

5. Under Bankruptcy Code section 101(5), "claim" means: (a) a right to payment, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether such right is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

III. SPECIAL PROVISIONS FOR OWNERS OF VEHICLES WITH TAKATA AIRBAG INFLATORS

6. If you have a claim against the Debtors, including for monetary loss, personal injury, or death (past or future) due to your current or past ownership of a vehicle containing a PSAN Inflator regardless of whether it is subject to recall or has already been repaired or you have suffered no harm (as such claims may be deemed to have accrued before the Petition Date), you **MUST** file a Proof of Claim for your PPIC Claim before the PPIC Bar Date in accordance with the instructions below.

7. The Debtors are not seeking to, and the PPIC Bar Date shall not, bar any individuals from filing claims against the Debtors' estates for personal injury or wrongful death tort claims that arise from or relate to incidents that occur after the Petition Date involving vehicles containing PSAN Inflators or their component parts manufactured by the Debtors or their affiliates.

8. You must file a Proof of Claim even if you may be included in, or represented by, a purported class action, class suit, or similar action against the Debtors.

9. Information about how to file a Proof of Claim on account of a PPIC Claim, including how to file electronically, is available at TKRestructuring.com/PPIC. **If you fail to file a Proof of Claim by the PPIC Bar Date: (a) you may be forever barred, estopped, and enjoined from asserting a PPIC Claim against the Debtors even if your loss or injury does not occur until some point in the future (subject to paragraph 7 hereof); (b) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to such claim; and (c) you may not receive any distribution on account of such claim.**

IV. WHO NEED NOT FILE A PROOF OF CLAIM

10. You do **not** need to file a proof of claim on or prior to the applicable Bar Dates if:

(a) Your claim is listed on the Debtors' schedules of assets and liabilities filed with the Court (the "**Schedules**," available at www.primeclerk.com/takataschedules) and (i) is **not** listed on the Schedules as "disputed," "contingent," or "unliquidated," and (ii) you do not dispute

(I) the amount, nature, and priority of the claim as set forth in the Schedules, and (II) that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;

(b) Your claim has been fully paid;

(c) You hold a claim allowable under Bankruptcy Code section 503(b) and 507(a)(2) as an administrative expense (**other than** a section 503(b)(9) claimholder);

(d) You hold a claim that has been allowed by order of the Bankruptcy Court entered on or before the applicable Bar Date;

(e) You already filed a Proof of Claim with Prime Clerk or the Bankruptcy Court against any of the Debtors with respect to the claim being asserted, utilizing a claim form that substantially conforms to the proof of claim forms, including a special proof of claim form for PPIC Claims (collectively the "**Proof of Claim Forms**"), or Official Form No. 410;

(f) Certain other Bar Date Order exclusions apply.

11. DO NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTORS.

V. WHAT TO FILE

12. The Proof of Claim Forms may be obtained from (a) the Debtors' Court-approved claims and noticing agent, Prime Clerk LLC ("**Prime Clerk**"), through TKRestructuring.com or by calling 844-822-9229 (U.S.) or 920-238-6810 (international), or (b) the Bankruptcy Court's website: www.uscourts.gov/forms/bankruptcy-forms. Information about filing a PPIC Proof of Claim is available at TKRestructuring.com/PPIC.

13. All Proof of Claim Forms must: (a) be **signed** by the claimant or its authorized agent, written in English, and denominated in U.S. currency (using the Petition Date exchange rate if applicable); (b) state with specificity the legal and factual basis for the alleged claim, and (c) attach supporting documents, or if voluminous or unavailable, a summary. Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor. Any holder of a claim must identify the Debtor against which its claim is asserted and that Debtor's bankruptcy case number.

14. Your proof of claim form **must not contain**: (a) complete social security or taxpayer identification numbers (only include the last four digits), (b) a complete birth date (include only the year), (c) the name of a minor (include only initials), or (d) financial account numbers (include only the last four digits).

VI. WHEN AND WHERE TO FILE A CLAIM

15. Except as provided herein, all Proofs of Claim Forms must be filed (i) electronically through Prime Clerk's website by using TKRestructuring.com under the link "Submit a Claim" (the "**Electronic Filing System**") or (ii) by delivering the original Proof of Claim form to: (a) by mail, TK Holdings Inc., Claims Processing Center, c/o Prime Clerk LLC, Grand Central Station,

PO Box 4850, New York, NY 10163-4850, or (b) by overnight, courier or hand delivery, TK Holdings Inc., Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232. Proof of Claim Forms may not be delivered by facsimile, telecopy, or electronic transmission (except those filed through the Electronic Filing System).

VII. RESTRUCTURING PROCEEDINGS OF DEBTORS' JAPANESE AFFILIATES

16. Takata Corporation, Takata Kyushu Corporation, and Takata Service Corporation (collectively, "*Takata Japan*") commenced proceedings under the Civil Rehabilitation Act in Japan, where they are seeking recognition by the Bankruptcy Court under Bankruptcy Code Chapter 15. Parties with claims against Takata Japan can obtain information at www.takata.com.

VIII. RESTITUTION FUND

17. Individuals who have suffered, or will suffer, personal injury caused by a PSAN Inflator may be eligible for compensation from Restitution Funds established by order of the Federal Court for the E.D. of Michigan. The Court has appointed a Special Master, Prof. Eric D. Green, to administer the claimant compensation process and make recommendations regarding fund distribution. If you believe you may qualify for compensation from the Restitution Funds, visit www.takataspecialmaster.com for further information.

IX. PLAN AND DISCLOSURE STATEMENT

18. The Debtors will soon file a chapter 11 plan of reorganization (the "*Plan*") and disclosure statement (the "*Disclosure Statement*"). The Plan will describe the proposed treatment of claims against, and interests in, the Debtors; the Disclosure Statement will provide information about the Plan and Debtors. The Bankruptcy Court will hold hearings to consider, and has set deadlines to object to, the Disclosure Statement and Plan.

Disclosure Statement Hearing. January 3, 2018 at 10:00 a.m. (Eastern Time), with objections due by **December 27, 2017, at 4:00 p.m. (Eastern Time)**;

Confirmation Hearing. February 13, 2018 at 10:00 a.m. (Eastern Time), with objections due by **February 6, 2018, at 4:00 p.m. (Eastern Time)**.

19. To receive notices or review the Plan and Disclosure Statement, register your email address at TKRestructuring.com/PPIC. All documents filed with the Bankruptcy Court are available for inspection at the Office of the Clerk of the Court or free of charge at TKRestructuring.com/PPIC. *The Plan will bind all creditors and interest holders upon its confirmation. If you wish to object to Plan or Disclosure Statement, you must properly file and serve an objection by the applicable deadline listed above.*

20. **RELEASES.** The Plan will likely contain broad releases of third-party claims and related injunction provisions. If approved, these provisions could release claims you hold against certain third parties, including Joyson KSS Auto Safety S.A. (together, with one or more of its current or future subsidiaries or affiliates, the "Plan Sponsor"). The foregoing is a summary only. Carefully review the full text of the Plan's release, injunction, related provisions and any applicable release "opt out" provision at TKRestructuring.com/PPIC.

21. **SALE “FREE AND CLEAR.”** The Plan will provide for the Plan Sponsor’s acquisition of substantially all assets of the Debtors (with specified exclusions generally related to Takata’s PSAN Inflator business) free and clear of all claims and interests (collectively, “Claims and Interests”), except for certain specifically assumed liabilities. The Plan Sponsor will not assume any claims of the Debtors or Takata unless it expressly agrees to do so. Without limiting the foregoing, the Plan Sponsor is not assuming any claims or liabilities related in any way to the PSAN Inflators (and the propellant), including PPIC Claims. If you do not file a timely objection to the Plan with the Bankruptcy Court, your right to challenge the sale of the Debtors’ assets “free and clear” of Claims and Interests and related injunction will be forfeited. The Bankruptcy Court’s approval of the “free and clear” sale and related injunction means that you will be forever barred from asserting any Claims and Interests against the Plan Sponsor and various other related persons. You should review the full text of this provision at TKRestructuring.com/PPIC.

X. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

22. ANY HOLDER OF A CLAIM NOT EXEMPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES AND SHALL RECEIVE NO DISTRIBUTION IN THE DEBTORS’ CASES ON ACCOUNT OF SUCH CLAIM.

23. A holder of a potential claim against the Debtors should consult an attorney regarding any matters not covered by this Notice, such as whether the holder should file a Proof of Claim Form.

Dated: _____, 2017
Wilmington, Delaware

BY ORDER OF THE COURT

Exhibit B-1

General Proof of Claim Form

United States Bankruptcy Court, District of Delaware

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> TK Holdings Inc. (Case No. 17-11375)	<input type="checkbox"/> Takata Protection Systems Inc. (Case No. 17-11376)	<input type="checkbox"/> TK Holdings de Mexico S. de R.L. de C.V. (Case No. 17-11380)
<input type="checkbox"/> Takata Americas (Case No. 17-11372)	<input type="checkbox"/> Interiors in Flight Inc. (Case No. 17-11377)	<input type="checkbox"/> Industrias Irvin de Mexico, S.A. de C.V. (Case No. 17- 11381)
<input type="checkbox"/> TK Finance, LLC (Case No. 17-11373)	<input type="checkbox"/> TK Mexico Inc. (Case No. 17-11378)	<input type="checkbox"/> Takata de Mexico, S.A. de C.V. (Case No. 17-11382)
<input type="checkbox"/> TK China, LLC (Case No. 17-11374)	<input type="checkbox"/> TK Mexico LLC (Case No. 17-11379)	<input type="checkbox"/> Strosshe-Mex, S. de R.L. de C.V. (Case No. 17- 11383)

Modified Form 410

Proof of Claim

4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b) 9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?
 Name of the current creditor (the person or entity to be paid for this claim) _____
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Contact phone _____	Contact phone _____
Contact email _____	Contact email _____

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$_____ Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$_____
Amount of the claim that is secured: \$_____
Amount of the claim that is unsecured: \$_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$_____
Annual Interest Rate (when case was filed) _____%
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$_____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? No Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City _____ State _____ ZIP Code _____

Contact phone _____ Email _____

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
Fill in the caption at the top of the form.
If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of redaction on the next page.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
Do not attach original documents because attachments may be destroyed afterscanning.
If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent, 123 Main St., City, State). See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at http://www.TKRestructuring.com.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.
Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

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 may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some 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, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form

Exhibit B-2

PPIC Proof of Claim Form

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: TK HOLDINGS, INC., et al., Debtors.	Chapter 11 Case No. 17-11375 (BLS) Jointly Administered
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Proof of Claim (Airbag Inflator Related)

Read the instructions before filling out this form. This form is for asserting general unsecured claims based on registration of a vehicle that was equipped with an airbag containing a phase-stabilized ammonium nitrate inflator manufactured by the Debtors.

Do not use this form to assert any other pre-petition claims, including secured claims or claims entitled to priority under 11 U.S.C. § 507(a).

Secured claims, claims entitled to priority under 11 U.S.C. § 507(a) and non-airbag inflator related claims should be filed on Form 410, available on tkrestructuring.com.

PPIC Proofs of Claim asserting damages for economic loss shall be deemed filed and asserted against each of the Debtors that was engaged in the business of designing, manufacturing, or selling products containing PSAN Inflators.

Filers must leave out or redact information that is entitled to privacy on this form or on any supporting documents. Attach redacted copies of any documents that support the claim. Do not send original documents; they may be destroyed after scanning.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. Please Type or Print in the Boxes Below. Do NOT use Red Ink or Pencil.

Part 1: Identify the Claim

1. Who is the creditor?	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">First Name</td> <td style="width: 10%; border-bottom: 1px solid black;">Middle</td> <td style="width: 60%; border-bottom: 1px solid black;">Last Name</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td style="border-bottom: 1px solid black;">First Name (Co-Registrant, if any)</td> <td style="border-bottom: 1px solid black;">Middle</td> <td style="border-bottom: 1px solid black;">Last Name (Co-Registrant, if any)</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Company Name (If creditor is not an Individual)</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Last 4 Digits of Social Security Number/Taxpayer ID Number</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> </table>	First Name	Middle	Last Name	<input type="text"/>	<input type="text"/>	<input type="text"/>	First Name (Co-Registrant, if any)	Middle	Last Name (Co-Registrant, if any)	<input type="text"/>	<input type="text"/>	<input type="text"/>	Company Name (If creditor is not an Individual)			<input type="text"/>			Last 4 Digits of Social Security Number/Taxpayer ID Number			<input type="text"/>								
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Last 4 Digits of Social Security Number/Taxpayer ID Number																															
<input type="text"/>																															
2. Where should notices to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Address Line 1/Contact Name (If creditor is not an Individual)</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Address Line 2</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td style="border-bottom: 1px solid black;">City</td> <td style="border-bottom: 1px solid black;">State/Province</td> <td style="border-bottom: 1px solid black;">Zip Code/Postal Code</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Country (if outside of the United States)</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Email Address (Optional, however if one is provided you are consenting to electronic notice regarding updates related to this claim)</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> </table>	Address Line 1/Contact Name (If creditor is not an Individual)			<input type="text"/>			Address Line 2			<input type="text"/>			City	State/Province	Zip Code/Postal Code	<input type="text"/>	<input type="text"/>	<input type="text"/>	Country (if outside of the United States)			<input type="text"/>			Email Address (Optional, however if one is provided you are consenting to electronic notice regarding updates related to this claim)			<input type="text"/>		
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3. Where should payments to the creditor be sent? (if different than above) Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Address Line 1</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Address Line 2</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td style="border-bottom: 1px solid black;">City</td> <td style="border-bottom: 1px solid black;">State/Province</td> <td style="border-bottom: 1px solid black;">Zip Code/Postal Code</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> <td style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Country (if outside of the United States)</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"><input type="text"/></td> </tr> </table>	Address Line 1			<input type="text"/>			Address Line 2			<input type="text"/>			City	State/Province	Zip Code/Postal Code	<input type="text"/>	<input type="text"/>	<input type="text"/>	Country (if outside of the United States)			<input type="text"/>								
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<input type="text"/>	<input type="text"/>	<input type="text"/>																													
Country (if outside of the United States)																															
<input type="text"/>																															

Part 2: Give Information About the Claim as of the Date the Case Was Filed

4. Identify the vehicle with the airbag inflator. Please submit a separate form for each vehicle.

Vehicle Identification Number (VIN)

Model Year Make/Manufacturer

Model

5. Did you own or lease the vehicle? Own Lease

6. Are you the original registered owner or lessee? No Yes

7. Identify the period that you owned or leased the vehicle.

Date Purchased or Leased / /

M M / D D / Y Y Y Y

Date Sold or Lease Terminated / / OR I am the current owner or lessee

M M / D D / Y Y Y Y

8. How much is the claim? \$. OR Unknown

9. What is the basis of the claim?

Loss of Economic Value

Personal Injury/Litigation. Please provide details regarding type and date of injury. Add additional pages if necessary.

Other. Please describe below. Add additional pages if necessary.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor. I am the creditor's attorney or authorized agent.

I understand that 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date _____ (mm/dd/yyyy)

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title (if applicable) _____

Company (if applicable) _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Instructions for Proof of Claim (Airbag Inflator Related)

You or your estate may have a claim against the Debtors for monetary loss, personal injury, or death you have suffered, or in the future may suffer, on account of your current or past ownership of a vehicle containing a Takata-manufactured airbag. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists. (See the definition of redaction.)
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

This form is for asserting general unsecured claims based on registration of a vehicle that was equipped with an airbag containing a phase-stabilized ammonium nitrate inflator manufactured by the Debtors. Do not use this form to assert any other pre-petition claims, including secured claims or claims entitled to priority under 11 U.S.C. § 507(a). Secured claims, claims entitled to priority under 11 U.S.C. § 507(a) and non-airbag inflator related claims should be filed on Form 410, available on tkrestructuring.com.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at TKRestructuring.com/PPIC.

Understand the terms used in this form

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5).

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(ε). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

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 may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some 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, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

TK Holdings Inc. Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form

Exhibit C

International Publication List

International Publication List

The Debtors propose to publish the Publication Notice in the 38 countries and 58 publications listed below:

Country	Newspaper	Circulation¹
Argentina	La Nacion	90,000
Australia	The Australian	96,602
Brazil	Super Noticia	221,000
Brazil	Fohla	3,300,000
Canada	Globe and Mail	162,550
Canada	Le Devoir	29,000
China	People's Weekly/Daily	3,300,000
Colombia	El Tiempo	250,000
Costa Rica	Diario Extra	153,000
Cyprus	Phileleftheros	26,000
Dominican Republic	Listín Diario	166,000
Egypt	Al-Ahram	1,000,000
France	Le Monde	320,000
France	Le Figaro	330,000
France	Le Parisien/Edition Nationale	205,000
France	Les Echos/Le publicateur legal-la vie judiciaire	127,000
Germany	Frankfurter Allgemeine Zeitung	256,000
Germany	Berliner Zeitung	139,000
Germany	Die Welt	182,100
Germany	Bild	1,800,000
Ghana	The Ghanaian Chronicle	40,000
Greece	To Vima	114,000
India	Hindustan Dainik	2,237,000
India	The Times of India	4,261,000
Indonesia	Kompas	500,000
Israel	Haaretz	720,000
Italy	Corriere della Sera	388,000
Malaysia	Berita Harian	47,000
Malaysia	Sin Chew	500,000
Malaysia	The Star	1,400,000

¹ The circulation numbers listed below were reported to Signal IM by the individual publications listed. Accordingly, the circulation numbers may not be exact as some publications in emerging markets frequently conflate the terms "circulation" and "readership," thereby skewing circulation numbers higher than what they may actually be.

Country	Newspaper	Circulation ¹
Mexico	El Universal	300,000
Mexico	Diario Oficial	TBD
Morocco	Le Matin du Sahara et du Maghreb	75,000
Nigeria	Vanguard	120,000
Panama	El Siglo	25,000
Philippines	Philippines Daily Inquirer	260,000
Poland	Gazeta Wyborcza	151,000
Poland	Rzeczpospolita	38,000
Portugal	Jornal de Noticias	52,000
Russia	Moskovsky Komsomolets	930,000
Russia	Kommersant	130,000
Saudi Arabia	Arab News	51,000
Singapore	The Straits Times	365,000
Singapore	Business Times	31,000
South Africa	Isolezwe (Zulu)	72,000
South Africa	Sunday Times (English)	263,000
South Africa	Mercury	26,000
South Korea	Chosun Ilbo	1,800,000
Spain	El Pais	350,000
Spain	Expansion	24,000
Thailand	Post Today	320,000
Thailand	Thai Rhat	1,000,000
Turkey	Hürriyet	296,000
United Arab Emirates	Gulf News	91,000
United Kingdom	Daily Mail	1,500,000
United Kingdom	The Times	450,000
U.S. Virgin Islands	Virgin Islands Daily News	17,000
Vietnam	Tuoi Tre	500,000

EXHIBIT I

satisfy the requirements of Rule 23(g), as well as an explanation on why the Motion should be approved.

I. The Court Should Appoint Lief, Cabraser, Heimann & Bernstein, LLP (“LCHB”) As Class Counsel For Settlement Purposes.

A. LCHB’s And My Background And Experience.

4. LCHB is one of the largest law firms in the country that represents plaintiffs exclusively, with an emphasis on class actions and other group and aggregate litigation. LCHB is a national law firm with offices in San Francisco, New York, Nashville, and Seattle. LCHB’s practice focuses on complex and class action litigation involving product liability, consumer, employment, financial, securities, environmental, and personal injury matters. It is frequently recognized as one of the top plaintiffs’ law firms in the country and was last year recognized as by *Benchmark Litigation* as one of the “Top 10 Plaintiff Firms in America.” The National Law Journal has recognized LCHB as one of the nation’s top plaintiffs’ law firms for 14 years, and the firm is a member of its Plaintiffs’ Hot List Hall of Fame. LCHB has extensive experience in the litigation, trial, and settlement of class actions in complex economic injury, consumer fraud, and product defect cases. Additional details regarding LCHB’s history and accomplishments are available at <https://www.lieffcabraser.com/about-us/>.

5. I have represented individual plaintiffs and plaintiff classes in financial, consumer, employment, civil rights/human rights, and tort cases since my admission to the bar in 1978. I have served as court appointed counsel in multidistrict litigation (“MDLs”) since 1981. Over the last two decades, I have been appointed to a lead role in eight significant nationwide automobile defect/consumer fraud class actions, including the *Volkswagen “Clean Diesel”* litigation and the *Chrysler-Dodge-Jeep EcoDiesel* litigation. As a lead counsel in auto-related cases, I negotiated and achieved settlements in *Volkswagen “Clean Diesel,”*

Bridgestone/Firestone, Toyota Unintended Acceleration, Ford Explorer, GM Pickups, Sears Auto Center, and Hanlon v. Chrysler, among others. The Ninth Circuit recently upheld the Volkswagen “Clean Diesel” settlement I negotiated, noting that the “settlement is highly unusual” because “[m]ost class members’ compensation—buybacks, fixes, or lease terminations plus some cash—is as much as, perhaps more than, they could expect to receive in successful suit litigated to judgment.” *In re Volkswagen “Clean Diesel” Mktg., Sales Practices & Prods. Liab. Litig.*, — F.3d ---, 2018 WL 3340398, at *8 (9th Cir. July 9, 2018) (emphasis in original); *see also id.* at *15 (“[T]he settlement delivered tangible, substantial benefits to class members, seemingly the equivalent of—or superior to—those obtainable after successful litigation, and was arrived at after a momentous effort by the parties, the settlement master, and the district court.”).

6. I have served as lead counsel, as class counsel, and on plaintiffs’ executive committees in approximately 50 MDLs and coordinated or consolidated proceedings. In March 2018, I was inducted into the National Trial Lawyers Association’s Trial Lawyer Hall of Fame, and in 2017 I received the *National Law Journals* Lifetime achievement Award. In 2018 I received the Public Justice “Champion of Justice” award for my work in consumer rights. I have had a career-long interest in promoting the integrity and effectiveness of our civil justice system, and have devoted substantial time to the work of the American Law Institute, on whose Council I serve; to service as a member of the Advisory Committee for Federal Civil Rules; to teaching complex litigation, class actions, and consumer law as an adjunct professor at Columbia and Berkeley Law Schools, and as an active member of the American Academy of Arts and Sciences.

7. In addition to my own experience as a class-action litigator in vehicle-related cases, the partners and associates in my firm working on this matter also have extensive experience in class-action and/or vehicle-related litigation. This team includes Rachel Geman, a partner at LCHB who has served as co-lead class counsel in other MDL consumer litigation, including *In Bank of America Credit Protection Marketing and Sales Practices Litig.*, MDL 2268 (N.D. Cal. TEH), and as plaintiffs' counsel in various types of complex class action. She has served as an adjunct law professor and has taught numerous seminars on issues relevant to this case, including statistics in litigation, class action litigation, and Rule 23 settlements. She is an AV-Preeminent rated attorney, and has been recognized by *Best Lawyers* (2012-2017), *Law 500* (2013), and *Super Lawyers* (2011, 2013-2017). Other members of the team at LCHB who have played crucial roles in and/or assisted in this litigation include LCHB partners Richard M. Heimann, Kevin R. Budner, Annika K. Martin, and Phong-Chau G. Nguyen and associates Michael F. Decker, Michelle Lamy, Laura Heimann, and Darsana Srinivasan.

8. LCHB has a decades-long history of serving as court-appointed lead class counsel in large vehicle-related class and complex MDL and other actions. In addition to serving as one of three Court-appointed Co-Lead Counsel in this litigation, LCHB is currently serving as lead counsel in *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.), lead counsel in *In re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales, Practices & Products Liability Litigation*, MDL No. 2777 (N.D. Cal.), one of three court-appointed lead counsel *In re Navistar Maxxforce Engines Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2590 (N.D. Ill.) and one of five Court-appointed lead counsel in *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, No. 10-ML-02151 (C.D. Cal.). Other examples of such cases

in which LCHB served as one of the court-appointed lead counsel include *In re Bridgestone/Firestone Tires Prods. Liab. Litig.*, MDL No. 1373 (S.D. Ind.); *In re Mercedes-Benz Tele Aid Contract Litigation*, MDL No. 1914 (D.N.J.); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998); and *In re Whirlpool Corporation Front-Loading Washer Products Liability Litigation*, 678 F.3d 409 (6th Cir. 2012), reh'g en banc denied, 2012 U.S. App. LEXIS 12560 (June 18, 2012), vacated, 133 S. Ct. 1722 (2013), reinstated, 722 F.3d 838 (6th Cir. 2013); see also *Butler v. Sears, Roebuck and Co.*, 2012 U.S. App. LEXIS 23284 (7th Cir. Nov. 13, 2012), reh'g en banc denied, 2012 U.S. App. LEXIS 26202 (Dec. 19, 2012), vacated, 133 S. Ct. 2768 (2013), reinstated, 2013 U.S. App. LEXIS 17748 (7th Cir. Aug. 22, 2013), cert. denied, 2014 U.S. LEXIS 1507 (U.S. Feb. 24, 2014).

B. The Litigation.

9. LCHB has represented Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs in this litigation and the MDL Action for over four years. LCHB filed one of the first consumer class actions regarding the Ignition Switch Defect, *Esperanza Ramirez, et al v. General Motors*, and took a leading role in coordinating the litigation with other counsel across the country during the MDL petition phase, culminating in the centralization of these proceedings. On June 24, 2014, I was appointed one of the Temporary Co-Lead Economic Loss Plaintiffs' Counsel in the MDL Action, and on August 15, 2014, I was appointed Co-Lead Economic Loss Plaintiffs' Counsel in the MDL Action.

10. As Co-Lead Economic Loss Plaintiffs' Counsel, my LCHB team and I have continued to be involved in all aspects of case prosecution and management in this litigation and the MDL Action. Our efforts include, among other things: the preparation of filing of the Proposed Class Claims; development of an extensive factual record from New GM and third

parties; working with designated counsel in the Bankruptcy Court; litigating a number of dispositive and non-dispositive issues in the MDL Court and in the Bankruptcy Court, including appeals of same; the negotiation of the Settlement Agreement; and extensive work on expert and damage valuation matters.

11. Co-Lead Economic Loss Plaintiffs' Counsel will continue to adequately represent the Classes. Each Co-Lead participated in a competitive leadership application process in the MDL Action during which we established, and the MDL Court recognized, our qualifications, experience, and commitment to the litigation. Indeed, the criteria the MDL Court considered in appointing Co-Lead Counsel was substantially similar to the considerations set forth in Rule 23(g). *Compare* Order Nos. 5 & 8, *In re Gen. Motors LLC Ignition Switch Litig.*, Case No. 14-md-02543-JMF (S.D.N.Y. 2014), *with Engel v. Scully & Scully, Inc.*, 279 F.R.D. 117, 130-31 (S.D.N.Y. 2011) (quoting Fed. R. Civ. P. 23(g)).

12. LCHB is committed to dedicating the necessary resources and working together with Co-Lead Economic Loss Plaintiffs' Counsel for the benefit of the Classes. The firm has paid \$3,250,000 in assessments to the Cost Fund in the MDL Action, incurred additional, unreimbursed out-of-pocket costs in the prosecution of the case, and has devoted more than 37,000 hours to the MDL Action.

II. The Settlement Is Fair, Adequate, And Reasonable: As Required By Fed. R. Civ. P. 23(e)(2)(A) & (B), The Class Representatives And Class Counsel Have Adequately Represented The Class; The Proposal Was Negotiated At Arm's Length; The Relief Is Adequate; And The Proposal Treats Class Members Equitably Relative To Each Other.

13. The Settlement Agreement was negotiated by the Signatory Plaintiffs, the GUC Trust, and Participating Unitholders in good faith and at arm's length. After due diligence, the Signatory Plaintiffs and the GUC Trust entered into the Settlement Agreement.

14. The Settlement resolves a host of complex issues arising from the Late Claim Motions, including, but not limited to, whether Plaintiffs should be granted authority to file late proofs of claim (and whether such authority can be granted solely on due process grounds), whether the Plaintiffs' claims are equitably moot, whether additional grounds exist to object to the Plaintiffs' claims, and the amount of said claims in the event that they are allowed.

15. Litigation of these issues has been ongoing for several years, and has consumed significant time, money, and resources from the Parties and the Court. Continued litigation of the matters resolved by the Settlement Agreement would be complex and costly, depleting remaining GUC Trust Assets, and subjecting the Parties to uncertain results. The Settlement, on the other hand, will substantially reduce costs and the expenditure of resources and eliminate the risk of uncertain litigation outcomes. The relief is adequate.

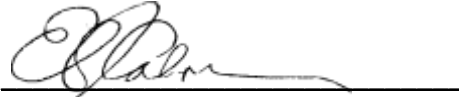
16. The Settlement Agreement resolves multiple disputes, claims and issues to which the Parties are involved in varying degrees, and in related but not necessarily identical ways, such that each Party's overall obligations to one or more other Parties constitutes good and sufficient consideration for the overall benefits each Party is to receive from one or more of the other Parties.

17. The settlements, compromises, releases and transfers contemplated in the Settlement Agreement are fair, reasonable and given in exchange for valuable and reasonably equivalent consideration.

18. In light of the inherent risks and costs associated with litigation, the Settlement Agreement is fair, reasonable, and adequate, and clearly falls above the lowest rung in the range of reasonableness. Moreover, the Settlement Agreement treats Class members equitably and was the result of good faith, arm's length negotiations.

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

Executed in San Francisco, California, this 31st day of January 2019.

A handwritten signature in cursive script, appearing to read "Elizabeth J. Cabraser", written over a solid horizontal line.

Elizabeth J. Cabraser

EXHIBIT J

why we satisfy the requirements of Rule 23(g), as well as an explanation on why the Motion should be approved.

I. The Court Should Appoint Hagens Berman Sobol Shapiro LLP As Class Counsel For Settlement Purposes.

A. Work Done In Identifying, Investigating, And Prosecuting The Claims.

4. I have been diligently discharging my duties as Co-Lead Counsel and have played a very “hands-on” role in this litigation and the MDL Action for more than four years, personally attending to the following tasks, among many others:

- Engaging in fact investigation and drafting of the Proposed Class Claims;
- Supervising all discovery, including discovery motions, depositions of GM personal and third parties, and depositions of class representatives;
- Personally attending a plethora of expert meetings;
- Leading the development of the damage model;
- Participating in, and coordinating, all bankruptcy-related issues (including drafting letter briefs, conferring with counsel, attending select hearings, arguing in the Second Circuit, working on proofs of claim, participating in settlement negotiations with the GUC Trust relating to the initial GUC Trust settlement, attending the evidentiary hearings on the motion to enforce that settlement, and renegotiating the current Settlement Agreement); and
- Reviewing and editing all substantive briefing relating to the economic loss class action in the MDL Action.

5. As outlined in my application to serve as Interim Lead Counsel, *In re Gen. Motors LLC Ignition Switch Litig.*, Case No. 14-md-02543-JMF (S.D.N.Y. 2014) (Dkt. No. 170), my firm conducted substantial work to identify and investigate potential claims in the MDL Action. We filed seven class actions against New GM,² six of which focused on ignition switch

² *Benton v. GM LLC*, No. 5:14-CV-590 (C.D. Cal.); *Dinco v. GM LLC*, No. 2:14-cv-3638 (C.D. Cal.); *Heuler v. GM LLC*, No. 14-cv-492 (C.D. Cal.); *McConnell v. GM LLC*, No. 8:14-cv-424 (C.D. Cal.); *Ratzlaff v. GM LLC*, No. 2:14-cv-2424 (C.D. Cal.); *Satele v. GM LLC*, No. 14-cv-485 (C.D. Cal.); and *Andrews v. GM LLC*, No. 5:14-cv- 1239 (C.D. Cal.).

defects. These detailed complaints demonstrate that we conducted a thorough investigation before filing. We closely monitored GM recalls and the Congressional investigation, and analyzed the Valukas Report (identifying its shortcomings).

6. We have maintained extensive contacts with members of the proposed Classes, maintaining a database that tracked vehicle trends and helps us communicate with consumers. It contains hundreds of putative class members from across the country, and each one has been contacted by a Hagens Berman attorney or staff member. We have logged several hundred calls from putative class members and have coordinated the depositions of the class representatives, the majority of which have been Hagens Berman clients.

B. Our Experience In Handling Class Actions And Other Complex Litigation.

7. Hagens Berman's focus is the litigation of complex class actions and MDLs on behalf of plaintiffs throughout the country. We have been appointed lead or co-lead counsel in many of the largest consumer fraud, product liability, securities, and antitrust cases in history. I have dedicated myself to complex class-action work for over 30 years.

8. The dozens of MDLs and multi-state class actions in which our firm has held leadership positions include many—such as this one—where several types of claims are consolidated for prosecution. We become experts in the facts, the law, and the science of the case and marshal a counsel team committed to doing the same.

9. Our leadership has achieved substantial, often unprecedented, results for class members. The following are just a few examples (the balance can be found on our website and in our resume):

- *Volkswagen "Clean Diesel" MDL* (N.D. Cal.). As lead counsel for the Volkswagen Franchise Dealers, we received final approval of a settlement of \$1.2 billion, representing a result of nearly full damages for the class. I also serve on the Plaintiffs' Steering Committee and played a role in obtaining a settlement of

\$14.7 billion on behalf of consumers that included injunctive relief in the form of an optional buyback of the affected vehicles.

- *In re Stericycle, Inc. Steri-Safe Contract MDL* (N.D. Ill.). As lead counsel in this contract-based case involving pricing for medical-waste services, we recovered \$295 million for the class after intensive discovery, litigation, and economic modeling. The late Judge Milton Shadur, a true lion of the bench, deeply honored my firm and me by observing: “[I]t must be said that the track record of Hagens Berman and its lead partner Steve Berman is . . . impressive, having racked up such accomplishments as a \$1.6 billion settlement in the *Toyota Unintended Acceleration Litigation* and a substantial number of really outstanding big-ticket results.” *In re Stericycle, Inc.*, 2013 WL 5609328, at *2 (N.D. Ill. Oct. 11, 2013).
- *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 8:10ML2151 JVS (C.D. Cal.). As co-lead counsel for the economic loss classes in this successful, complex MDL, I and the firm challenged a defect causing dozens of models spanning an 8-year period to undergo sudden, unintended acceleration. The resulting \$1.6 billion settlement included \$500 million in cash payments to class members, many of whom received checks for thousands of dollars; installation of a safety- enhancing brake override system on millions of vehicles; and a program that substantially extended warranties for millions of consumers.
- *In re Elec. Books Antitrust Litig.*, No. 11-md-2293 DLC (S.D.N.Y.). We pioneered this litigation as lead counsel against Apple and the largest brick- and-mortar publishers for antitrust violations. We worked in novel partnership with the Department of Justice and 33 State Attorneys General, representing purchasers of e-books in 19 states and four U.S. territories. The case settled for \$560 million on single damages of \$270 million.
- *In re Charles Schwab Corp. Sec. Litig.*, No. 08-cv-1510 WHA (N.D. Cal.). Appointed sole lead counsel in this class action, we alleged Schwab falsely marketed its YieldPlus Fund as a safe money market alternative. A \$235 million class settlement was reached shortly before we began trial—with checks mailed directly to members for the first time in a securities case, that we are aware of.
- *New England Carpenters Health & Benefit Fund v. McKesson Corp., et al.*, No. 1:05-cv-11148 PBS (D. Mass.). As co-lead we pioneered these racketeering cases alleging a conspiracy to increase by 4% the list price on most brand-name drugs. After certification of a nationwide class, the case settled for \$350 million and a roll back of drug prices for all brand-name drugs. Our work led to follow-on litigation by federal, state and local governments that netted another \$500 million in recoveries. The States we represented in those actions received three to nine times the settlement amounts received by States not represented by us.

- *In re Pharm. Indus. Avg. Wholesale Pricing Litig. (AWP)*, No. 01-cv-12257 PBS (D. Mass.). As co-lead counsel in this MDL, and myself as lead trial counsel, we proved that the nation's major pharmaceutical companies fraudulently inflated their prices by billions of dollars. A bellwether trial resulted in a plaintiffs' verdict against three of the four defendants. The cases concluded with \$338 million in settlements and consumers received three times actual damages (unprecedented, to our knowledge).
- *Attorneys General Tobacco Litigation*: In the historic litigation against the tobacco industry, we represented 13 states and advanced groundbreaking legal claims to secure a global settlement worth \$260 billion, still the largest recovery in history. Only two law firms, including Hagens Berman, went to trial in these Attorneys General actions, and I served as co-lead trial counsel.

10. We appreciate the many court acknowledgements of our class action leadership. Recently, Judge Griesa lauded Hagens Berman's commitment through ten years of litigation where the risk of non-recovery was "extremely high:" "Even when recovery seemed unlikely. . . , Hagens Berman steadfastly continued to represent the class. Hagens Berman's willingness to take this case on a contingency basis in spite of the risks involved, and to continue to represent the class even when success appeared unlikely, is a testament to its commitment." *Brecher v. Argentina*, No. 1:06-cv-15297, ECF No. 148 (S.D.N.Y. Apr. 27, 2017). In *Toyota*, Judge Selna commented: "Class counsel has consistently demonstrated extraordinary skill and effort." DE # 3933 at 12. Former Chief Judge Vaughn Walker, in selecting our firm as sole lead in *In re Optical Disk Drive Prod. Antitrust Litig.*, 10-md-2143, DE # 96 at 4-5 (N.D. Cal.) found, "[a] clear choice emerges. That choice is the Hagens Berman firm."

11. My firm and I have also received several industry honors. I am honored to have been named to *Law360's* Titans of the Plaintiffs' Bar for 2018 and to have been named MVP of the Year for 2017. I also received *The National Law Journals* 2017 Plaintiffs' Trailblazer Award, which highlighted my work in corporate reform, groundbreaking cases, and novel settlement-distribution methods. I have been named a member of the 2014-2015 Lawdragon 500

Leading Lawyers in America; voted one of the 100 most influential attorneys in America by *The National Law Journal* three times; voted most powerful lawyer in the State of Washington by *The National Law Journal*; and, along with my team was selected as a Finalist for Public Justice's 2014 Trial Lawyer of the Year. Additionally, our firm has been recognized on numerous occasions for its outstanding accomplishments. For example, it was named a firm of Elite Trial Lawyers by *The National Law Journal* in 2016. It also has been chosen as Global Law Experts' Class Actions (Plaintiff) Law Firm of the Year for two years running. These awards, among others, speak to our dedication to, and outstanding results on behalf of, those we have served.

12. Attached as Exhibit A is a true and correct copy of the first pages of Hagens Berman's current firm resume. The full resume is over 200 pages long. We will be happy to submit the entire resume to the Court very promptly should the Court wish to review it. Attached as Exhibit B is a true and correct copy of my current resume, which includes an attachment listing leadership and committee roles in certain notable cases.

C. Counsel's Knowledge Of The Applicable Law.

13. We know this area of law very well and have successfully litigated class actions across a range of defective products. In the auto defect arena alone, we have represented putative or certified classes against Toyota (unintended acceleration defects); Ford (defects in dashboard computers,³ engine defects, and transmission defects); Chrysler (rear lift-gate and paint delamination defects); Nissan (defects in a throttle acceleration system⁴); Hyundai (misrepresentation of fuel economy and horsepower metrics,⁵ air bag defects, and defects in sub-

³ *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC (N.D. Cal.).

⁴ *Daffin v. Ford Motor Co.*, No. C-1-00-458 (S.D. Ohio).

⁵ *In re Hyundai & Kia Fuel Economy Litig.*, No. 13-ml-02424-GW (C.D. Cal.).

frames and rear trailing arms); Kia (defective gas tanks); and Volkswagen, Mercedes, Fiat-Chrysler, and GM in diesel emissions fraud cases.⁶

14. In *Toyota*, as lead counsel, we extensively researched and briefed, *inter alia*, Article III standing; federal preemption; the Magnuson-Moss Act (15 U.S.C. § 2301); the TREAD Act (49 U.S.C. § 30101, *et seq.*); arbitration clauses; notice, presentment, and privity requirements under various state warranty laws; consumer protection laws of every jurisdiction in the U.S.; proximate causation; and multiple forms of equitable and monetary relief. We are also well-versed in the regulations governing NHTSA and auto manufacturer recall obligations. We also prepared the class certification motion, although the case settled shortly before the deadline for filing it.

15. We have long-standing relationships with a stable of leading automotive experts in mechanical engineering, electrical engineering, “embedded” computer hardware and software, accident reconstruction, and economic losses and have worked with several of them in this MDL.

D. Resources That Counsel Will Commit To Representing the Classes.

16. Our track record demonstrates that we regularly commit our national resources of our 65+ lawyer firm in complex multi-state class actions to prosecute in a timely manner. We are fortunate to have the ability to fund litigation costs over many years of litigation and trial, often alone, although here we also have the additional resources of the Lieff Cabraser firm and the Executive Committee members.

17. As discussed above, I have devoted a substantial amount of time to serving as Co-Lead Counsel in the MDL Action and this litigation. I have personally devoted over 2,900 hours

⁶ *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No. 2672 (N.D. Cal.); *In re Mercedes-Benz Emissions Litig.*, No. 16-cv-00881-JLL (D.N.J.); *In re Chrysler-Dodge-Jeep EcoDiesel Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 3:17-md-02777-EMC (N.D. Cal.); *Counts v. General Motors LLC*, No. 1:16-cv-12541-TLL-PTM (E.D. Mich.); *In re Duramax Diesel Litig.*, No. 1:17-cv-11661-TLL-PTM (E.D. Mich.).

to carrying out my Co-Lead Counsel duties in this MDL Action, helped try the first personal injury case in the MDL, and participated on the team that moved to enforce the initial GUC Trust settlement in this Court.

18. Other senior partners of the Hagens Berman team have played critical roles in this case and include Sean Matt, Andrew Volk, and Craig Spiegel. All told, 19 Hagens Berman attorneys (excluding contract lawyers) have assisted me in prosecuting this case. As a firm, we have collectively recorded over 50,000 hours of attorney, contract attorney, and paralegal time.

19. My firm has already advanced more than \$3,550,000 in assessments to the Cost Fund in the MDL Action and incurred additional, unreimbursed out-of-pocket costs in the prosecution of the case.

20. In sum, we have devoted substantial resources to pursuing the interests of the putative Classes and will continue to do so for the long-haul. We will take this action to trial, if need be, and beyond.

II. The Settlement is Fair, Adequate, And Reasonable.

21. The Settlement Agreement was negotiated by the Signatory Plaintiffs, the GUC Trust, and Participating Unitholders in good faith and at arm's length. After due diligence, the Signatory Plaintiffs and the GUC Trust entered into the Settlement Agreement.

22. The Settlement resolves a host of complex issues arising from the Late Claim Motions, including, but not limited to, whether Plaintiffs should be granted authority to file late proofs of claim (and whether such authority can be granted solely on due process grounds), whether the Plaintiffs' claims are equitably moot, whether additional grounds exist to object to the Plaintiffs' claims, and the amount of said claims in the event that they are allowed.

23. Litigation of these issues has been ongoing for several years, and has consumed significant time, money, and resources from the Parties and the Court. Continued litigation of the matters resolved by the Settlement Agreement would be complex and costly, depleting remaining GUC Trust Assets, and subjecting the Parties to uncertain results. The Settlement, on the other hand, will substantially reduce costs and the expenditure of resources and eliminate the risk of uncertain litigation outcomes.

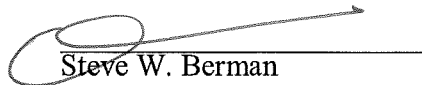
24. The Settlement Agreement resolves multiple disputes, claims and issues to which the Parties are involved in varying degrees, and in related but not necessarily identical ways, such that each Party's overall obligations to one or more other Parties constitutes good and sufficient consideration for the overall benefits each Party is to receive from one or more of the other Parties.

25. The settlements, compromises, releases and transfers contemplated in the Settlement Agreement are fair, reasonable and given in exchange for valuable and reasonably equivalent consideration.

26. In light of the inherent risks and costs associated with litigation, the Settlement Agreement is fair, reasonable, and adequate, and clearly falls above the lowest rung in the range of reasonableness. Moreover, the Settlement Agreement treats Class members equitably and was the result of good faith, arm's length negotiations

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

Executed this 31st day of January, 2019 at Seattle, Washington.


Steve W. Berman