HEARING DATE AND TIME: March 11, 2019 at 10:00 a.m. (Eastern Time)
OBJECTION DEADLINE: March 4, 2019 at 4:00 p.m. (Eastern Time)

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

NOTICE OF HEARING ON 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

PLEASE TAKE NOTICE that on February 1, 2019, Wilmington Trust Company, solely in its capacity as trust administrator and trustee (in such capacity, the "**GUC Trust Administrator**"), of the Motors Liquidation Company GUC Trust (the "**GUC Trust**"), formed by the above-captioned debtors (collectively, the "**Debtors**") in connection with the Debtors' Second Amended Joint Chapter 11 Plan dated March 18, 2011, (the "**Movant**") filed a motion (the "**Motion**") for an order (1) approving the actions to be undertaken by the GUC

Trust Administrator under the terms of the Settlement Agreement[1] between and among the Signatory Plaintiffs and the GUC Trust; (ii) authorizing the reallocation of $13.72 million of GUC Trust Assets for notice costs; and (iii) approving, pursuant to Bankruptcy Rule 9019, the Settlement documented in the Settlement Agreement, which, *inter alia*, 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, all as more fully described in the Motion, and that a hearing will be held before the Honorable Judge 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. (Eastern Time)**, 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, 11th Floor New York, NY 10036 (Attn: Conor Tully); (iii) Paul, Weiss, Rifkind,

[1] Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Motion (defined herein).

Wharton & Garrison LLP, attorneys for the United States Department of the Treasury, 1285 Avenue of the Americas, New York, New York (Attn: Douglas R. Davis, Esq. and Lauren Shumejda, 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, 47th 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 Avenue, Suite 2000, Seattle, Washington 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) 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.) and (xii) 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.), 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, Movant may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
February 1, 2019

DRINKER BIDDLE & REATH LLP

By: /s/ Kristin K. Going
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HEARING DATE AND TIME: March 11, 2019 @ 10:00 a.m. (EDT)
OBJECTION DEADLINE: March 4, 2019 @ 4:00 p.m. (EST)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

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STATUTES, RULES & REGULATIONS

By and through its undersigned counsel, the GUC Trust Administrator[1] of the Motors Liquidation Company GUC Trust (the "GUC Trust"), as established under the Debtors' Second Amended Joint Chapter 11 Plan dated as of March 18, 2011 [ECF No. 9836] (as confirmed, the "Plan") of the above-captioned post-effective date debtors (the "Debtors"), respectfully submits this *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 "**Motion**"), seeking entry of an order approving the Settlement Agreement and the actions taken by the GUC Trust in furtherance of the Settlement Agreement (as defined herein). In support of this Motion, the GUC Trust Administrator respectfully represents as follows:

PRELIMINARY STATEMENT

1. By this Motion, the GUC Trust asks this Court to approve the actions the GUC Trust Administrator proposes to undertake pursuant to the terms of the Settlement Agreement, approve the Settlement between and among it and certain Ignition Switch Plaintiffs,[2] certain Non-Ignition Switch Plaintiffs,[3] and certain Pre-Closing Accident Plaintiffs[4] (collectively, the

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[1] Capitalized terms not defined herein shall have the meaning ascribed to them in the Settlement Agreement, the Plan or the GUC Trust Agreement, as applicable. Any description herein of the terms of the Plan or the GUC Trust Agreement is qualified in its entirety by the terms of the Plan or the GUC Trust Agreement, as applicable.

[2] 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**").

[3] 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.

[4] 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 Recall Nos. 14V-118, 14V-153, 14V-355, 14V-394, 14V-400, and 14V-540 and who have signed the Settlement Agreement. Collectively, the

"**Signatory Plaintiffs,**" and together with the GUC Trust, the "**Parties**") and authorize the GUC Trust to reallocate $13,720,000 in GUC Trust Assets for the cost of notice more fully described herein. As set forth more fully below, among other things, the Settlement resolves many of the issues arising from the Late Claims Motions (defined below) in a global fashion, correcting the historic pattern of piecemeal litigation of Plaintiffs' claims.

2. On April 21, 2014, New GM filed its first of three motions with this Court seeking a ruling that owners of Old GM vehicles that were the subject of recalls conducted by New GM were barred from asserting claims against New GM.[5] New GM's request precipitated years of litigation in this Court involving numerous parties and a host of complex issues, including, but not limited to, whether the Signatory Plaintiffs and other 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' asserted claims are equitably moot, whether additional grounds exist to object to the Plaintiffs' asserted claims, and the amount of said claims in the event that they are allowed.

3. Litigation of these issues has been ongoing for several years, and has consumed significant time, money and resources from the parties and the Bankruptcy Court. Nevertheless, key disputes between the Parties remain unresolved. For example, in the April 2015 Decision, the Bankruptcy Court ruled that Old GM failed to provide Ignition Switch Plaintiffs with

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Pre-Closing Accident Plaintiffs who have signed the Settlement Agreement, the Ignition Switch Plaintiffs, and the Non-Ignition Switch Plaintiffs are "**Plaintiffs**."

[5] See *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], *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 Against Plaintiffs in* Pre-Closing Accident Lawsuits, dated Aug. 1, 2014 [ECF No. 12807] and *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 Aug. 1, 2014* [ECF No. 12808].

constitutionally proper notice of the Bar Date.[6] While the Bankruptcy 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 equitable mootness.[7] In addition, there is an on-going dispute as to whether an additional showing under the factors articulated in Pioneer Investment Services Co. v. Brunswick Associates 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.

4. 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. In an effort to avoid these risks, the GUC Trust, Co-Lead Counsel for Ignition Switch and certain Non-Ignition Switch Plaintiffs, counsel for certain Pre-Closing Accident Plaintiffs and the Participating Unitholders engaged in good faith, arms'-length negotiations concerning a potential settlement (the "**Initial Settlement**") that would resolve the many disputes surrounding those plaintiffs' ability to file late proposed class claims that seek relief for: (i) economic losses related to Old GM's alleged concealment of safety defects in ignition switches (including the Ignition Switch Defect and similarly defective ignition switches), side airbags, and power steering and (ii) personal injury and wrongful death claims against the GUC Trust related to Old GM vehicles subject to the Recalls.

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[6] See In re Motors Liquidation Co., 529 B.R. 510, 573-74, 583 (Bankr. S.D.N.Y. 2015), aff'd in part, rev'd in part, vacated in part sub nom. Elliott v. General Motors LLC (In re Motors Liquidation Co.), 829 F.3d 135 (2d Cir. 2016) (the "**April 2015 Decision**").

[7] See In re Motors Liquidation Co., 529 B.R. at 529; Elliott, 829 F.3d at 168-69.

5. As discussed in the Court's *Memorandum Opinion and Order Regarding Motion to Enforce the Settlement Agreement By and Among the Signatory Plaintiffs and the GUC Trust*, dated January18, 2018 [ECF No. 14212] (the "**Settlement Decision**"), the GUC Trust determined ultimately not to execute the Initial Settlement. Following the Court's issuance of the Settlement Decision, the GUC Trust retained new counsel, and after termination of a forbearance agreement with New GM; the GUC Trust, the Participating Unitholders, the Co-Lead Counsel for the Ignition Switch and certain Non-Ignition Switch Plaintiffs, and counsel for certain Pre-Closing Accident Plaintiffs resumed their good faith, arms'-length negotiations and entered into a settlement agreement on April 24, 2018 (and amended on May 22, 2018) (the "**Prior Settlement**").[8] The Court held that the Prior Settlement as drafted could not be approved unless the Ignition Switch and certain Non-Ignition Switch Plaintiffs could certify one or more classes under Rule 23 and denied the Initial 9019 Motion without prejudice.[9]

6. Further good faith, arms'-length negotiations between the Signatory Plaintiffs, the GUC Trust, and the Participating Unitholders following this decision culminated in the Parties' agreement to the settlement that is the subject of this Motion (the "**Settlement**," and the agreement documenting it, the "**Settlement Agreement**"). 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.

7. Following entry of the Preliminary Approval Order (as defined in the Settlement Agreement), the Parties request that this Court enter an order: (i) approving the actions of the

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[8] 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 "**Initial 9019 Motion**").

[9] See In re Motors Liquidation Co., 591 B.R. 501 (Bankr. S.D.N.Y. 2018) (the "**Rule 23 Decision**").

GUC Trust Administrator in entering into the Settlement; (ii) authorizing the GUC Trust to reallocate up to $13.72 million in GUC Trust Assets to pay for noticing costs.

8. Further, simultaneous with the entry of an order (the "**Final Approval Order**"), which shall (i) grant class certification for settlement purposes with respect to the Ignition Switch and Non-Ignition Switch Plaintiffs; and (ii) appoint class representatives and class counsel for Rule 23(a) and (g) settlement certification purposes, following notice and an opportunity to be heard at a final fairness hearing, the GUC Trust requests this Court approve the Settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and order that all Plaintiffs 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 (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**"). By its terms, the waiver and release applies to those 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 (the "**Release**"). In so doing, the waiver and release provides finality and certainty to the GUC Trust and Unitholders (regardless of whether or in what amount, the Claims Estimate Order (defined below) may ultimately be entered), protects against the risk of claw-back or recapture of prior distributions of GUC Trust Assets and eliminates delay in the GUC Trust wind-down process and distribution of assets.

9. In exchange, under the Settlement Agreement, the GUC Trust agrees to pay up to $13,720,000 for the cost of notice to the putative class, and, after entry of the Final Approval

Order, to 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 obligation to issue additional shares of New GM common stock (the "**Adjustment Shares**") pursuant to the terms of the Sale Agreement.[10] Pursuant to the terms of the Settlement Agreement, any Adjustment Shares would be set aside for the exclusive benefit of the Plaintiffs.

10. Approval of the Settlement Agreement is appropriate under Bankruptcy Rule 9019. The Settlement resolves all issues arising from the Late Claims Motions in a global fashion, correcting the historic pattern of piecemeal litigation of Plaintiffs' claims. This includes a host of complex issues, including, but not limited to, whether the Signatory 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.

11. The Settlement Agreement resulted from extensive, good faith negotiations between experienced counsel to reasonably resolve the many issues arising out of the Late Claims Motions. This Court should approve the Settlement because it will substantially reduce costs and the expenditure of resources, eliminate the risk of uncertain litigation outcomes, and prevent

[10] 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 and/or notice and an opportunity to be heard, shall be found to have waived any rights to the Adjustment Shares.

further delay in distributions of remaining GUC Trust Assets, without disturbing the recovery expectations of other creditors and Unitholders. Moreover, the Settlement Agreement establishes a streamlined process for allowing Plaintiffs' claims and providing Plaintiffs a source of recovery from the Adjustment Shares. Again, regardless of whether the Claims Estimate Order is ultimately entered, the waivers and releases by Plaintiffs that are set forth in the Settlement will be binding on all Parties, subject only to approval of the Final Approval Order. 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 and should be approved under Bankruptcy Rule 9019. Moreover, the Settlement Agreement was the result of good faith, arms'-length negotiations by counsel. Accordingly, the Court should approve the Settlement Agreement pursuant to Bankruptcy Rule 9019 as a fair, reasonable, adequate, and equitable resolution of the ongoing litigation between the Parties.

JURISDICTION

12. 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).

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

14. The statutory predicates for the relief sought in this Motion are Bankruptcy Code sections 105(a), 363, and 1142 and Bankruptcy Rules 3002, 9014, and 9019.

BACKGROUND

I. Old GM's Bankruptcy and the Creation of the GUC Trust.

15. On June 1, 2009, General Motors Corporation ("**Old GM**") and certain of its affiliates (collectively, the "**Debtors**") filed for chapter 11 bankruptcy protection 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.

16. 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).[11] 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 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.

17. On July 5, 2009, the sale was approved by the Bankruptcy Court. See Elliott, 829 F.3d at 146-47.

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

19. 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.

[11] 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**").

20. Pursuant to the Plan, the GUC Trust Agreement, and a side letter by and between the GUC Trust, the Debtors, New GM, and FTI Consulting (as trust monitor of the GUC Trust) 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 Plan §§ 7.1(b), 7.3; GUC Trust Agreement § 5.1.

21. In February 2012, the Court entered an order providing that any claims filed after entry of the order would be deemed disallowed unless, *inter alia*, the claimant obtained leave of the Court or written consent of the GUC Trust.[12]

22. As of December 31, 2018, the total amount of Allowed General Unsecured Claims against the Debtors' estate was $31,855,431,837.00 approximately $3.1 billion below the threshold for triggering the issuance of Adjustment Shares under the AMSPA.[13]

II. The Recalls and Subsequent Proceedings In the Bankruptcy Court and Second Circuit.

23. 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. 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.

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[12] 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**").

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

24. 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.

25. After the issuance of these recalls (collectively, the "**Recalls**"), many owners and lessees of defective Old GM and New GM vehicles filed lawsuits against New GM. New GM sought to enjoin that litigation by filing motions to enforce the Sale Order in the Bankruptcy Court. Specifically, New GM filed the following motions:

- *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 Apr. 21, 2014 [ECF No. 12620] (the "**Ignition Switch Plaintiffs Motion to Enforce**");
- *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 Against Plaintiffs in Pre-Closing Accident Lawsuits*, dated Aug. 1, 2014 [ECF No. 12807] (the "**Pre-Closing Accident Plaintiffs Motion to Enforce**")[14];
- *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 Aug. 1, 2014 [ECF No. 12808] (the "**Non-**

[14] The claims sought to be enjoined in that motion were limited to personal injury and wrongful death claims resulting from vehicles with the Ignition Switch Defect (*i.e.*, Recall No. 14V-047). The Pre-Closing Accident Plaintiffs Motion to Enforce was also filed in conjunction with the launch of the Feinberg Protocol which "provided eligible Plaintiffs with an alternative (*i.e.*, a source of recovery under the Feinberg Protocol) to the enforcement of the Sale Order and Injunction against them." According to the Pre-Closing Accident Plaintiffs Motion to Enforce, the Feinberg Protocol was developed and designed "for the submission, evaluation, and settlement of death or physical injury claims resulting from accidents allegedly caused by defective ignition switches in certain vehicles." *Pre-Closing Accident Plaintiffs Motion to Enforce* [ECF No. 12807] at 2.

Ignition Switch Plaintiffs Motion to Enforce" and together with the Ignition Switch Plaintiffs Motion to Enforce and the Pre-Closing Accident Plaintiffs Motion to Enforce, the "**Motions to Enforce**").

26. In large part, the prosecution of the Motions to Enforce set in motion litigation over Plaintiffs' late claims that was piecemeal and disjointed. In furtherance of resolution of the Ignition Switch Plaintiffs Motion to Enforce, on or about July 11, 2014, the Bankruptcy Court entered a *Supplemental Scheduling Order Regarding (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, (II) Objection Filed by Certain Plaintiffs in Respect Thereto, and (III) Adversary Proceeding No. 14-01929* [ECF No. 12770] (the "**Supplemental Scheduling Order**").[15] The Supplemental Scheduling Order identified four threshold issues (the "**2014 Threshold Issues**") to be determined, including whether any of the claims in these actions were claims against Old GM and, if so, whether such claims should "nevertheless be disallowed/dismissed on grounds of equitable mootness . . . ." Id.[16] The Supplemental Scheduling Order also required the parties to submit to the Bankruptcy Court on or before August 8, 2014 agreed upon stipulations of fact and to jointly identify any facts that could not be stipulated to with respect to the Four Threshold Issues,[17] and established a briefing schedule for the Four Threshold Issues.

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[15] The Supplemental Scheduling Order superseded the *Scheduling Order Regarding (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, (II) Objection Filed by Certain Plaintiffs in Respect Thereto, and (III) Adversary Proceeding No. 14-01929* entered on May 16, 2014 [ECF No. 12697] (the "**May 2014 Scheduling Order**"). Among other things, the May 2014 Scheduling Order identified five (5) threshold issues to be resolved and required the submission of agreed-upon stipulations of fact to the Bankruptcy Court by July 1, 2014.

[16] Notably, the only vehicles covered by the 2014 Threshold Issues briefing were those with the Ignition Switch Defect.

[17] On August 8, 2014, New GM, certain Plaintiffs by and through Designated Counsel, the Groman Plaintiffs, the GUC Trust, and the Unitholders filed the *Agreed and Disputed Stipulations of Fact Pursuant to the Court's Supplemental Scheduling Order, Dated July 11, 2014* [ECF No. 12826] (the "**August 8, 2014 Stipulations of Fact**").

27. This schedule was later applied to the Pre-Closing Accident Plaintiffs Motion to Enforce, which was limited to accidents involving vehicles with the Ignition Switch Defect. See *Scheduling Order Regarding 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 Against Plaintiffs in Pre-Closing Accident Lawsuits* [ECF No. 12897].

28. On April 15, 2015, the Bankruptcy Court issued its *Decision on Motion to Enforce Sale Order*, In re Motors Liquidation Co., 529 B.R. 510 (the "Enforcement Decision") [ECF No. 13109]. The Bankruptcy Court held that the Ignition Switch Plaintiffs were known creditors who did not receive constitutionally adequate notice of the Sale or Bar Date. See id. at 574.

29. The Bankruptcy Court further held that while "late claims filed by the Plaintiffs might still be allowed, assets transferred to the GUC Trust under the Plan could not now be tapped to pay them" under the doctrine of equitable mootness. Id. at 529; see also June 2015 Judgment ¶ 6. On direct appeal, the Second Circuit vacated this equitable mootness ruling as an advisory opinion. See Elliott, 829 F.3d at 168-69.

30. The Non-Ignition Switch Plaintiffs Motion to Enforce, which was limited to plaintiffs asserting economic loss claims and did not cover accident plaintiffs, was deferred pending resolution of the Ignition Switch Plaintiffs Motion to Enforce. See In re Motors Liquidation Co., 529 B.R. at 523. It has not yet been determined whether any non-ignition switch plaintiffs suffered a due process violation in connection with the entry of the Sale Order or the Bar Date Order.

III. Developments in the Bankruptcy Court Following the Second Circuit Opinion.

31. On or about December 13, 2016, on remand from the Second Circuit's opinion vacating the equitable mootness ruling and making clear the due process violation, the Bankruptcy Court issued the *Order to Show Cause Regarding Certain Issues Arising from Lawsuits with*

Claims Asserted Against General Motors LLC That Involve Vehicles Manufactured by General Motors Corporation [ECF No. 13802] (the "**Order to Show Cause**"). The Order to Show Cause identified five (5) threshold issues (the "**2016 Threshold Issues**") for resolution in light of the Second Circuit decision. Relevant here is the issue of whether "the Ignition Switch Plaintiffs and/or Non-Ignition Switch Plaintiffs [defined in the Order to include plaintiffs asserting both economic loss and personal injury or wrongful death claims] satisfy the requirements for authorization to file late proof(s) of claim against the GUC Trust and/or are such claims equitably moot (the "**Late Proof of Claim Issue**")."[18]

32. The Order to Show Cause also established a December 22, 2016 deadline to file motions seeking authority to file late claims ("**Late Claims Motions**").[19] See Order to Show Cause at 5 ¶ 1. No additional issues (such as class certification, discovery, or the merits of a late proof of claim) would be addressed in these motions. See id. In addition, the procedures provided that briefing and adjudication of any Late Claims Motions filed by Non-Ignition Switch Plaintiffs and Pre-Closing Accident Plaintiffs would be stayed pending resolution of the other 2016 Threshold Issues. See id. at 5 ¶ 2.

33. In accordance with the Order to Show Cause, on December 22, 2016, the Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs, and certain Pre-Closing Accident

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[18] *Order to Show Cause Regarding Certain Issues Arising from Lawsuits with Claims Asserted Against General Motors LLC ("New GM") that Involve Vehicles Manufactured by General Motors Corporation ("Old GM")*, dated Dec. 13, 2016 [ECF No. 13802], at 2-3.

[19] 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 for authority to file late proofs of claim [ECF Nos. 13806, 13807], including late class proofs of claim; on July 28, 2017, certain Pre-Closing Accident Plaintiffs filed a motion for authority to file late proofs of claim [ECF No. 14018], 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 for authority to file late proofs of claim [ECF No. 14350]. Pursuant to the Order to Show Cause, certain other Plaintiffs have filed joinders to these motions [ECF Nos. 13811, 13818]. On May 25, 2018, certain Pre-Closing Accident Plaintiffs filed a supplemental Late Claims Motion [ECF No. 14325]. The term "Late Claims Motions" as defined in this Motion encompasses all of these filings.

Plaintiffs filed Late Claims Motions.[20] The motions attached proposed proofs of claim, including proposed class proofs of claim asserted on behalf of purported class representatives for Ignition Switch Plaintiffs and Non-Ignition Switch Plaintiffs, and 175 individual proofs of claim on behalf of certain Pre-Closing Accident Plaintiffs. See id.[21] Certain other Plaintiffs subsequently filed joinders to the Late Claims Motions pursuant to the terms of the Order to Show Cause.

34. Thereafter, in connection with the Ignition Switch Plaintiffs' and certain Pre-Closing Accident Plaintiffs' Late Claims Motions, the parties participated in two status conferences before the Bankruptcy Court, engaged in preliminary rounds of discovery, and filed briefs addressing two preliminary issues raised in the Late Claims Motions: (i) whether relief can be granted absent a showing of excusable neglect under the Pioneer factors; and (ii) the applicability of any purported agreements with the GUC Trust or other tolling arrangements to toll timeliness objections (the "**Initial Late Claims Motions Issues**").[22] Subsequent to such briefing, certain Plaintiffs who had not previously appeared before the Bankruptcy Court filed motions seeking authority to file late proofs of claim.

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[20] See *Motion for an Order Granting Authority to File Late Class Proofs of Claim*, dated Dec. 22, 2016 [ECF No. 13806] (the "**Economic Loss Late Claim Motion**"); *Omnibus Motion by Certain Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated Dec. 22, 2016 [ECF No. 13807].

[21] On April 24, 2018, the Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs filed amended proposed class proofs of claim. See *Notice of Filing of Amended Exhibits to Motion for an Order Granting Authority to File Late Class Proofs of Claim*, dated Apr. 25, 2018 [ECF No. 14280].

[22] See *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 Pre-Closing Accident Plaintiffs*, dated Mar. 2, 2017 [ECF No. 13869]; *Opening Brief by General Motors LLC with Respect to Initial Late Claim Motions Issues*, dated Mar. 6, 2017 [ECF No. 13871]; *The Ignition Switch Plaintiffs' Brief on the Initial Late Claim Motions Issues*, dated Mar. 6, 2017 [ECF No. 13872]; *Opening Brief of GUC Trust Administrator and Participating Unitholders on the Applicability of Pioneer and Tolling to Plaintiffs' Motions to File Late Claims*, dated Mar. 6, 2017 [ECF No. 13873]; *Brief on Applicability of Pioneer and Tolling Issues in Connection with Omnibus Motion by Certain Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated Mar. 6, 2017 [ECF No. 13874].

IV. Plaintiffs' Alleged Claims Against Old GM.

35. The proposed class claims addressed in the Ignition Switch Plaintiffs' and certain Non-Ignition Switch Plaintiffs' Late Claims Motions (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.[23] The Proposed Class Claims further allege that Old GM concealed the existence of these defects, causing Plaintiffs to overpay for defective vehicles and 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.[24]

36. 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.[25]

37. Certain Pre-Closing Accident Plaintiffs assert personal injury and wrongful death claims arising from accidents they assert were caused by vehicles subject to Recall No.14V-047. Certain other Pre-Closing Accident Plaintiffs assert personal injury and wrongful death claims arising from accidents they assert were caused by vehicles subject to Recall Nos. 14V-118, 14V-153, 14V-355, 14V-394, 14V-400, and 14V-540 (collectively, the "**Personal Injury Claims**," and together with the Proposed Class Claims, the "**Claims**").

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[23] See Amended Exhibit A to the Economic Loss Late Claim Motion (the "**Proposed Ignition Switch Class Claim**"), ¶¶ 57-285; Exhibit B to the Economic Loss Late Claim Motion (the "**Proposed Non-Ignition Switch Class Claim**") ¶¶ 38-175.

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

[25] See Proposed Ignition Switch Class Claim ¶¶ 358-1697; Proposed Non-Ignition Switch Class Claim ¶¶ 262-1744.

38. New GM has consistently taken the position that the Claims are properly asserted against the GUC Trust and not against New GM.[26]

39. Subsequent to filing the Late Claims Motions, counsel for the proposed class representatives for the Ignition Switch Plaintiffs, the proposed class representatives for certain Non-Ignition Switch Plaintiffs, and counsel for certain Pre-Closing Accident 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**").

40. In addition, they 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.

41. 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

[26] The record is replete with attempts by New GM to saddle the Old GM estate with these potentially massive claims. "To the extent Plaintiffs can prove that they are entitled to any relief, the appropriate remedy is to permit them to seek allowance of an unsecured claim against the Old GM bankruptcy estate." Dkt. 12981 (New GM's 2014 Threshold Issues Br.) at 53; "To the extent they had any claim, it was against Old GM and they retained that claim after the 363 Sale." Id. at 36; "Every one of their claims, the economic loss plaintiffs' claims, is a claim that's assertable against Old GM as it relates to an Old GM vehicle." Hr'g Tr. Feb. 17, 2015 at 59:17-19 (New GM counsel Arthur Steinberg).

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.

42. Following rulings by Judge Furman in the multi-district proceeding pending in the United States District Court for the Southern District of New York regarding the viability of claims in certain states, counsel for the Named 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.

43. Certain Pre-Closing Accident Plaintiffs provided materials describing the personal injury and wrongful death claims of certain plaintiffs and demonstrating the alleged value of these claims based on exemplar verdict amounts. The valuation of damages was assessed and approved by W. Mark Lanier, an experienced trial attorney recognized as a leader in the field.

44. The valuation of these plaintiffs' asserted damages in the Proffered Evidence is well in excess of the amount necessary to trigger New GM's obligation to issue the maximum amount of Adjustment Shares under the AMSPA. While the GUC Trust disputes that Plaintiffs are entitled to this (or any) level of damages, it recognizes that there is no guarantee that it would be able to defeat or reduce such damages claims if the issues were litigated.

45. 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 Evidence**"). New GM offers no

alternative damage valuation method. Rather, New GM alleges that there is simply no basis for economic loss or personal injury damages.

46. While the GUC Trust believes there are legal and factual arguments that refute the damages asserted in the Proffered Evidence, it recognizes that there is no guarantee that it would be able to defeat or reduce such damages claims if the issues were litigated. At a minimum, the GUC Trust believes that such litigation would be expensive and time consuming. Thus, after reviewing the Proffered Evidence, the New GM Evidence, and in consultation with the GUC Trust Monitor, and considering the benefits of the Settlement as a whole to the Unitholders to whom it owes its fiduciary duty, the GUC Trust has concluded that the Settlement falls well within the range of reasonableness.

V. The Settlement Agreement.

47. Following the filing of the Late Claims Motions, the Parties engaged in extensive negotiations to resolve the numerous complex issues raised by Plaintiffs' claims against the Old GM estate and the assets held and previously distributed by the GUC Trust. After the Court issued the Settlement Decision, and after the expiration of the forbearance agreement between the GUC Trust and New GM, the GUC Trust conducted extensive additional negotiations with the Plaintiffs and New GM. The GUC Trust also reviewed voluminous materials regarding the merits and potential value of Plaintiffs' claims that were provided by each side of the dispute (*i.e.*, Plaintiffs and New GM). As a result of these additional negotiations, the GUC Trust, Co-Lead Counsel for Ignition Switch and certain Non-Ignition Switch Plaintiffs, counsel for certain Pre-Closing Accident Plaintiffs and the Participating Unitholders entered into the Prior Settlement. The Court held in the Rule 23 Decisions that the Prior Settlement as drafted could not be approved unless the Ignition Switch and certain Non-Ignition Switch Plaintiffs could certify one or more classes under

Rule 23, and denied the Initial 9019 Motion without prejudice.

48. Following the Rule 23 Decisions, the Signatory Plaintiffs, the GUC Trust, and the Participating Unitholders engaged in further good faith, arms'-length negotiations. As a result of these further negotiations, the Parties executed the Settlement Agreement that is the subject of this Motion.

49. The Settlement Agreement resolves the Late Claims Motions (including the Initial Late Claim Motions Issues) filed by the Signatory Plaintiffs, and provides a mechanism (estimation) for the determination of the allowance of the Signatory Plaintiffs' claims, and the Signatory Plaintiffs' rights to GUC Trust Assets. The Settlement Agreement also places the asserted claims of all Signatory Plaintiffs on the same track, correcting, for the most part, the disjointed approach introduced by New GM.

50. The key terms of the Settlement Agreement are as follows:[27]

Notice Costs:

a. 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.[28]

Condition Precedent to the Settlement Agreement:

b. The Settlement set forth in the Settlement Agreement becomes effective on the date the Final Approval Order is entered (the "**Settlement Effective Date**").

Plaintiffs' Release:

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[27] This summary of the Settlement Agreement is qualified in its entirety by the terms and provisions of the Settlement Agreement. To the extent that there are any inconsistencies between the description of the Settlement Agreement contained in the Motion and the terms and provisions of the Settlement Agreement, the Settlement Agreement shall control. A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

[28] The GUC Trust's agreement to pay up to $13.72 million of notice costs under the Settlement Agreement is an increase from the $6 million notice cost cap amount under the Prior Settlement Agreement. In exchange for this increase in notice funding, and the practical reality that these amounts must now be paid prior to receiving any release from the Plaintiffs, under the Settlement Agreement, the GUC Trust is not making the $15 million settlement amount payment to the Plaintiffs that was contemplated under the Prior Settlement Agreement.

c. Upon the Settlement Effective Date, the Plaintiffs will be deemed to irrevocably waive and release all claims against the GUC Trust, including a release of any rights to prior distributions of or current GUC Trust Assets and any rights to distributions by the Avoidance Action Trust, and waive jury trial rights with regard to fixing the amount of individual claims that are estimated for allowance purposes and entitlement to any value from the Adjustment Shares (the "**Waiver Provision**").

Settlement Fund:

d. In light of the benefits of the Settlement, the GUC Trust agrees that, subject to the entry of the Final Approval Order, it will seek the entry of a Claims Estimate Order that: (i) estimates the aggregate allowed General Unsecured Claims of Plaintiffs against Sellers and/or the GUC Trust pursuant to 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; and (ii) directs that, subject to Section 7 of the Settlement Agreement, 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 a trust, fund or other vehicle (the "**Settlement Fund**") established and designated by the Signatory Plaintiffs for the exclusive benefit of Plaintiffs.

e. Certain Pre-Closing Accident Plaintiffs consent to estimation of their personal injury and wrongful death claims by this Court solely for the purposes of determining the aggregate Allowed General Unsecured Claims for a Claims Estimate Order, and waive any related jury trial rights.

f. Under the Final Approval Order, all Unitholders, all defendants in the Term Loan Avoidance Action, and all holders of Allowed General Unsecured Claims, other than the Plaintiffs, via notice and bar order, will be deemed to irrevocably waive and release any and all rights to the Adjustment Shares.

Settlement Payments And Attorneys' Fees:

g. Subject to notice, an opportunity for Plaintiffs to object, and approval by the Bankruptcy Court, the Signatory Plaintiffs will determine the overall allocation of the value of the Settlement Fund between economic loss claims and personal injury/wrongful death claims, the eligibility and criteria for payment, and procedures for payment of attorneys' fees.

h. Notice of the proposed allocation, proposed eligibility and criteria for payment, and proposed procedures for payment of attorneys' fees will be posted on a settlement website, along with information about the hearing date and how and when to assert any objections.

i. 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.

No Waiver Of Claims Against New GM:

j. 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 does the Settlement Agreement 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 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 their claims or otherwise, other than the Adjustment Shares.

k. Except as mandated otherwise under applicable law, nothing in the Settlement Agreement shall waive any claims that any Plaintiff may have against New GM or constitute an election of remedies by any Plaintiff, and neither Adjustment Shares nor any distribution thereof to any Plaintiff shall represent full and final satisfaction of any claim that any Plaintiff may have against New GM, all of which are expressly reserved.

l. The Bankruptcy Court's estimate of the aggregate Allowed General Unsecured Claims in the Claims Estimate Order shall not operate as a cap on any of the claims of any of the Plaintiffs against New GM.

51. 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-118, 14V-153, 14V-355, 14V-394, and 14V-400.

RELIEF REQUESTED

52. By this Motion, the GUC Trust respectfully requests that this Court, pursuant to Bankruptcy Code Sections 105, 363, and 1142 and Bankruptcy Rules 3002, 9014, and 9019: (i) approve the actions of the GUC Trust Administrator in entering into the Settlement and seeking estimation of the claims at the appropriate time as provided by the Settlement Agreement; and (ii) authorize the reallocation of GUC Trust Assets. The GUC Trust further requests that this Court approve the Settlement pursuant to Rule 9019 at the time of the Final Approval Hearing.

BASIS FOR RELIEF REQUESTED

I. The Court Should Find that Entry into the Settlement is an Appropriate Exercise of the GUC Trust Administrator's Authority and Approve Actions Taken by the GUC Trust Administrator in Connection Therewith Pursuant to Section 8.1(e) of the GUC Trust Agreement.

53. The GUC Trust Administrator seeks a determination by the Court that entry into the Settlement and a motion seeking estimation of Allowed General Unsecured Claims, at the time and in the manner described in the Settlement Agreement, is an appropriate exercise of the GUC Trust Administrator's rights, powers, and/or privileges.

54. "The practice is well established by which trustees seek instructions from the court, given upon notice to creditors and interested parties, as to matters which involve difficult questions of judgment." Mosser v. Darrow, 341 U.S. 267, 274 (1951); see also In the Matter of the Application of U.S. Bank Nat'l Ass'n, No. 651625/2018, NYSCEF No. 1 (N.Y. Sup. Ct. April 4, 2018) (petition seeking an order, following an estimation proceeding, that instructs and authorizes trustees to make distributions pursuant to method proposed); In re Am. Home Mort. Inv. Trust 2005-2, No. 14 Civ. 2494 (AKH), 2014 U.S. Dist. LEXIS 111867, at *29-30 (explaining that "[t]rust instruction proceedings are a well-established procedure by which trustees (and other affected parties) can seek judicial guidance from the court about how to resolve immediate and difficult issues of interpretation of governing documents"), In re Peierls Family Inter Vivos Trusts, 59 A.3d 471, 477 (Del. Ch. 2012) (noting that a "request for judicial relief involving a trust can be appropriate in many circumstances").

55. Judge Wiles recently considered a similar request for instruction in In re Tronox Inc., No. 09-10156 (MEW), 2015 Bankr. LEXIS 1974 (Bankr. S.D.N.Y. June 17, 2015). In that matter, the trustee of the Tronox Incorporated Tort Claims Trust (established under the Tronox debtors' plan of reorganization, and governed by a trust agreement and a set of trust distribution

procedures) filed a motion seeking instruction regarding whether the trustee was correct with respect to certain past action. See id. at *1-2. The court noted that because the trustee was seeking "'comfort' as to actions already taken rather than . . . 'instructions' as to what the [t]rustee should do going forward in administering the [t]rust," it had "some skepticism as to whether the motion . . . [was] an appropriate request for instructions." Id. at *21. The court based its skepticism on the notion that "[o]rdinarily a [t]rustee seeks instructions when it has not yet taken action and where the [t]rustee is unsure as to what to do, and may even face liability for an incorrect choice." Id. (citations omitted). The court further noted that the request before it was "not really a request for 'instructions' as to how to interpret the existing [t]rust documents[,]" but "more of a request for an advisory opinion as to whether a proposed change to the" trust distribution procedures "would be consistent (or inconsistent) with the terms of the [debtors' plan] and the vested rights of claimants." Id. at *22. Noting, however, that it was "plain that further litigation – and thereby further delays in distributions to the beneficiaries of the [t]rust, who [had] already been waiting for many years – [were] inevitable unless some binding clarification of these issues is provided[,]" and based upon the conclusion that the court, under the plan, had "continuing jurisdiction over any issue relating to the interpretation and application of the [t]rust [a]greement" and the trust distribution procedures, the court found that it was "appropriate" to exercise its jurisdiction and issue the ruling as requested. Id. at *23.

56. Here, the GUC Trust Administrator is specifically authorized to seek guidance from the Court in this matter pursuant to § 8.1(e) of the GUC Trust Agreement, which provides, in relevant part, that

> where the GUC Trust Administrator determines, in its reasonable discretion, that it is necessary, appropriate, or desirable, the GUC Trust Administrator will have the right to submit to the Bankruptcy Court . . . any question or questions regarding any specific action

> proposed to be taken by the GUC Trust Administrator with respect to the [GUC Trust Agreement], the GUC Trust, or the GUC Trust Assets . . . . Pursuant to the Plan, the Bankruptcy Court has retained jurisdiction for such purposes and may approve or disapprove any such proposed action upon motion by the GUC Trust Administrator.

GUC Trust Agreement § 8.1(e).

57. The GUC Trust Administrator has determined that, given the import of both the Settlement and the estimation of allowed General Unsecured Claims, it is necessary, appropriate, and desirable to ask the Court at this time whether the actions the GUC Trust Administrator proposes to take in connection therewith are permissible and appropriate. As noted, the GUC Trust Administrator has the exclusive right to object to General Unsecured Claims, seek estimation of the amount of allowed General Unsecured Claims, and seek Adjustment Shares from New GM. Plan §§ 7.1(b), 7.3; GUC Trust Agreement § 5.1. Moreover, similar to the circumstances extant in Tronox, the Court has continuing jurisdiction to interpret, implement, or enforce the GUC Trust Agreement. Plan § 11.1(i); see also GUC Trust Agreement § 8.1(e). Unlike the Tronox trustee, however, the GUC Trust Administrator is seeking instruction regarding actions it proposes to take based on its interpretation of the relevant documents. Based on the foregoing, it is well within the Court's authority to issue a ruling "approv[ing] . . . [the described] proposed action" by the GUC Trust Administrator. GUC Trust Agreement § 8.1(e).

58. Accordingly, the Court should find that entry into the Settlement Agreement is an appropriate exercise of the GUC Trust Administrator's authority and approve the actions to be taken pursuant therewith, including seeking entry of a Claims Estimate Order after entry of the Final Approval Order.

II. The Bankruptcy Court Should Approve and Authorize the Reallocation of $13,720,000 of GUC Trust Assets.

53. Pursuant to the Settlement Agreement, the GUC Trust is responsible for funding the cost of notice contemplated herein, up to an amount of $13.72 million (the "**Notice Cost Cap Amount**"). The Notice Cost Cap Amount is based on an estimate by the Plaintiffs' notice expert Epiq/Hilsoft for the costs of direct mail notice of the Settlement Agreement to the Classes. The projected costs are "all in" amounts that provide for a "state of the art" notice program including costs for mailing and social media. The GUC Trust respectfully requests authority to reallocate $13.72 million from otherwise distributable assets of the GUC Trust for use in funding the notice.

58. As noted above, under the terms of the Settlement, the GUC Trust is obligated to pay up to $13.72 million to fund the cost of notice. Pursuant to Section 5.5 of the GUC Trust Agreement, the GUC Trust Administrator is afforded the flexibility to "hold back" from distributions (with the approval of the GUC Trust Monitor)[29] assets that would otherwise be distributed to GUC Trust Beneficiaries to reserve for unresolved disputed claims. *See* GUC Trust Agreement § 5.5. The GUC Trust has historically held back an amount sufficient to pay $50 million in disputed claims, which totals approximately $14.8 million. Since the only remaining dispute is with the Plaintiffs, the GUC Trust seeks authority to use the disputed claims holdback to pay the amount required under the Settlement Agreement. Section 6.1 of the GUC Trust Agreement specifically provides the GUC Trust Administrator with the ability to seek Bankruptcy Court approval (after consultation with the GUC Trust Monitor) to redesignate GUC Trust Distributable Assets.

[29] As required by Section 6.1 of the GUC Trust Agreement, the GUC Trust Administrator has consulted with the GUC Trust Monitor with respect to the proposed reallocation and use of distributable cash. GUC Trust Agreement § 6.1. The GUC Trust Monitor supports the relief requested herein.

59. The GUC Trust's agreement to pay up to $13.72 million for notice falls well within the types of "expenses, costs, liabilities, obligations or fees" that may be "held back" and reallocated for use by the GUC Trust pursuant to Section 6.1 of the GUC Trust Agreement.

60. Accordingly, the GUC Trust submits that, pursuant to Sections 5.5 and 6.1(b) of the GUC Trust Agreement, the request to reallocate $13.72 million of otherwise distributable assets for the purposes of funding notice is warranted and the Settlement should be approved pursuant to the terms of the GUC Trust Agreement.

III. The Settlement Will Confer Benefits Greater than Those that Would be Obtained Through Further Litigation.

61. Bankruptcy Rule 9019(a) provides, in part, that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). This Court also has authority to approve a settlement under Bankruptcy Code section 105(a), which empowers it to issue any order that is "necessary or appropriate." 11 U.S.C. § 105(a).

62. The authority to approve a compromise or settlement is within the sound discretion of the Court. See Newman v. Stein, 464 F.2d 689, 692 (2d Cir. 1972). The Court should exercise its discretion "in light of the general public policy favoring settlements." In re Hibbard Brown & Co., Inc., 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998) (citation omitted); see also Nellis v. Shugrue, 165 B.R. 115, 123 (S.D.N.Y. 1994) ("[T]he general rule [is] that settlements are favored and, in fact, encouraged . . . ." (citation omitted)).

63. When exercising its discretion, the Court must determine whether the settlement is fair and equitable, reasonable, and in the best interests of the estate. See, e.g., Airline Pilots Ass'n, Int'l v. Am. Nat'l Bank & Tr. Co. (In re Ionosphere Clubs, Inc.), 156 B.R. 414, 426 (S.D.N.Y. 1993), aff'd, 17 F.3d 600 (2d Cir. 1994); In re Purofied Down Prods. Corp., 150 B.R. 519, 523

(S.D.N.Y. 1993). Where "the integrity of the negotiation process is preserved, a strong initial presumption of fairness attaches to the proposed settlement . . . ." In re Hibbard, 217 B.R. at 46.

64. The Court need not decide the numerous issues of law and fact raised in the underlying dispute, "but must only 'canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness.'" In re Adelphia Commc'ns Corp., 327 B.R. 143, 159 (Bankr. S.D.N.Y. 2005) (quoting In re W.T. Grant, Co., 699 F.2d 599, 608 (2d Cir. 1983)); see also In re Purofied, 150 B.R. at 522 ("[T]he court need not conduct a 'mini-trial' to determine the merits of the underlying [dispute] . . . .").

65. The Court evaluates whether the Settlement Agreement is fair and equitable based on "the probabilities of ultimate success should the claim be litigated," and "an educated estimate of the complexity, expense, and likely duration of . . . litigation, the possible difficulties of collecting on any judgment which might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise." Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968).

66. Courts in this jurisdiction consider the following Iridium factors in determining whether approval of a settlement is warranted:

> (1) the balance between the litigation's possibility of success and the settlement's future benefits; (2) the likelihood of complex and protracted litigation, "with its attendant expense, inconvenience, and delay," including the difficulty in collecting on the judgment; (3) "the paramount interests of the creditors," including each affected class's relative benefits "and the degree to which creditors either do not object to or affirmatively support the proposed settlement"; (4) whether other parties in interest support the settlement; (5) the "competency and experience of counsel" supporting, and "[t]he experience and knowledge of the bankruptcy court judge" reviewing, the settlement; (6) "the nature and breadth of releases to be obtained by officers and directors"; and (7) "the extent to which the settlement is the product of arm's length bargaining."

Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC), 478 F.3d 452, 462 (2d Cir. 2007) (citations omitted).

67. The Settlement Agreement falls well within the range of reasonableness and satisfies each of the Iridium factors as set forth below. Thus, the Settlement Agreement should be approved under Bankruptcy Rule 9019.

A. Plaintiffs' Claims Raise Numerous Complex Litigation Issues.

68. The first two Iridium factors—(1) the balance between the litigation's likelihood of success and the settlement's benefits; and (2) the likelihood of complex and protracted litigation—are easily met. As detailed below, continued litigation over Plaintiffs' claims raises significant, complex issues, has an uncertain outcome, and would be costly and time consuming. Conversely, the benefits of near-term, certain resolution are clear.

1. Litigation over Plaintiffs' Claims Raises Numerous Complex Issues.

69. One complex, contentious issue raised by the litigation over Plaintiffs' claims is whether the Court should grant Plaintiffs authority to file late claims and class claims under the Late Filed Claims Order. See Late Filed Claims Order at 1-2.

70. As an initial matter, there is a dispute over the standard for obtaining leave to file late claims. Certain Plaintiffs have argued that creditors may assert late claims based solely on a showing that they have suffered a due process violation related to the Bar Date.[30] The GUC Trust has taken the position that Plaintiffs are precluded from asserting late claims because of Plaintiffs' strategic delay in pursuing claims against the GUC Trust after the Recalls.[31]

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[30] See, e.g., *The Ignition Switch Plaintiffs' Brief on the Initial Late Claim Motions Issues*, dated Mar. 6, 2017 [ECF No. 13872]; *Brief on Applicability of Pioneer and Tolling Issues in Connection with Omnibus Motion by Certain Pre-Closing Accident Plaintiffs for Authority to File Late Proofs of Claim for Personal Injuries and Wrongful Deaths*, dated Mar. 6, 2017 [ECF No. 13874].

[31] See *Opening Brief of GUC Trust Administrator and Participating Unitholders on the Applicability of Pioneer and Tolling to Plaintiffs' Motions to File Late Claims*, dated Mar. 6, 2017 [ECF No. 13873].

71. The Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs have also asserted that they can meet the Pioneer factors for demonstrating excusable neglect. Of the four Pioneer factors, the one given the most weight is the reason for the delay in filing claims, including whether the delay was in the reasonable control of the movant. See In re Residential Capital, LLC, Case No. 12-12020 (MG), 2015 WL 515387, at *5 (Bankr. S.D.N.Y. Feb. 6, 2015). The Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs have argued that a debtor's failure to provide actual notice to a known creditor is evidence that any delay was not in the control of the creditor. The GUC Trust, in turn, has argued that the delay here is attributable to Plaintiffs' voluntary strategic decision, made after the Recalls, to pursue New GM and not the GUC Trust. In response, the Plaintiffs have argued that, among other things, the Late Filed Claims Order effectively precluded the filing of late claims until the Second Circuit vacated the equitable mootness ruling.

72. Although Non-Ignition Switch Plaintiffs and certain 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 effects (loss of power to steering, brakes, and airbags). The Non-Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs have also argued that they can demonstrate a violation of their due process rights in connection with the Bar Date.

73. Further, the Plaintiffs have argued, and the GUC Trust disputes, that excusable neglect can exist in the absence of a due process violation. For example, Plaintiffs have asserted that excusable neglect can be found where the debtors failed to comply with bankruptcy procedures in providing notice of a bar date and where a claimant, through no fault of its own, was unaware

of its claim prior to the bar date. See In re Arts de Provinces de France, Inc., 153 B.R. 144, 147 (Bankr. S.D.N.Y. 1993); In re PT-1 Commc'ns, Inc., 292 B.R. 482, 489 (Bankr. E.D.N.Y. 2003). This issue, too, would have to be litigated.

74. Another complex issue is whether the doctrine of equitable mootness is applicable to bar Plaintiffs' claims. See In re Chateaugay Corp., 10 F.3d 944, 952-53 (2d Cir. 1993).

75. In the April 2015 Decision, the Bankruptcy Court applied the five Chateaugay factors[32] and determined that if the Ignition Switch Plaintiffs' or certain Pre-Closing Accident Plaintiffs' late claims were allowed, GUC Trust Assets could not be tapped to pay them under the doctrine of equitable mootness. See In re Motors Liquidation Co., 529 B.R. at 598. The Bankruptcy Court found, *inter alia*, that any relief would "knock the props out" from the transactions in which Unitholders acquired their units. See id. at 587-88, 592. Allowing billions of dollars in additional claims against the GUC Trust, in Judge Gerber's view, would be "extraordinarily unjust" given the Unitholders' expectation that the universe of claims against the GUC Trust would decrease, and not increase, over time following the Bar Date. Id. at 88. The Bankruptcy Court's determination was also based, in part, on its acknowledgment that purchasers of GUC Trust units could not foresee that future distributions would be delayed while additional claims were filed and litigated. Id. at 88-89.

76. On appeal, the Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs argued that the Bankruptcy Court erred because, *inter alia*, effective relief could be

[32] These five factors are: (i) the court can still order some effective relief; (ii) such relief will not affect "the re-emergence of the debtor as a revitalized corporate entity"; (iii) such relief will not unravel intricate transactions so as to "knock the props out from under the authorization for every transaction that has taken place" and "create an unmanageable, uncontrollable situation for the Bankruptcy Court"; (iv) the "parties who would be adversely affected by the modification have notice of the appeal and an opportunity to participate in the proceedings;" and (v) the appellant "pursue[d] with diligence all available remedies to obtain a stay of execution of the objectionable order . . . if the failure to do so creates a situation rendering it inequitable to reverse the orders appealed from." In re Chateaugay Corp., 10 F.3d at 952-53 (citations omitted).

fashioned without disturbing any transactions or having an adverse impact on Unitholders by providing Plaintiffs with exclusive access to any Adjustment Shares that may be issued under the AMSPA.[33] These Plaintiffs argued that where any relief, including partial relief, is available, equitable mootness should not be applied. See, e.g., Chateaugay, 10 F.3d at 954. In addition, they argued that equitable mootness was only applicable in the context of bankruptcy appeals.[34]

77. The Second Circuit vacated the Bankruptcy Court's equitable mootness ruling as advisory, neither affirming nor reversing that decision. See Elliott, 829 F.3d at 168-69.

78. Additional complex issues would certainly arise from continued litigation of Plaintiffs' claims. The Bankruptcy Court would still need to decide whether class certification for the Ignition Switch and Non-Ignition Switch Plaintiffs' Proposed Class Claims would be appropriate. In addition, the GUC Trust could raise objections to allowance of these class claims, as well as to the separate proofs of claim filed by Pre-Closing Accident Plaintiffs. This could lead to extensive additional litigation and delay.

79. In sum, while the GUC Trust believes that it has meritorious defenses to the claims of all Plaintiffs, the resolution of the numerous, complex issues raised by the litigation over Plaintiffs' claims is uncertain, and, as set forth below, would result in significant expense and delay.

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[33] 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 certain Pre-Closing Accident 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. 183], 4, 52 n.18 (incorporating the arguments on the application of equitable mootness in the Ignition Switch Plaintiffs' brief).

[34] See Response and Reply Br. for Appellant-Cross-Appellee 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. Feb. 1, 2016) [ECF No. 315], at 40-43.

2. The Terms of the Settlement Agreement Outweigh the Risks of Continued Litigation.

80. Litigation of these complex issues has been ongoing for years, consuming large sums of money and countless hours of labor for the Parties and this Court. In the absence of settlement, there is a high likelihood of even more expensive, protracted and contentious litigation that will consume significant estate funds and expose the estate to risk and uncertainty. In addition, resolution of these issues may require the added time and expense of discovery. For example, the Pioneer analysis is fact intensive and, to date, only limited discovery, restricted to a proposed class representative of the Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs, has occurred on this issue.

81. By comparison, settling the litigation provides the Parties with greater certainty and eliminates the significant cost and delay of litigation.

82. Likewise, the Settlement avoids the likely substantial costs and expenses, significant risk, and practical difficulties for the Plaintiffs, the GUC Trust and potential defendants surrounding litigation relating to the clawback of prior distributions of GUC Trust Assets. On a similar score, the waiver under the Settlement Agreement of certain Pre-Closing Accident Plaintiffs' jury trial rights with regard to fixing the amount of individual claims that are estimated for allowance purposes and entitlement to any value from the Adjustment Shares obviates potentially prolonged litigation across several forums.

83. In addition, the Settlement Agreement provides several benefits beyond avoiding continued litigation.

84. First, the Parties' determination to seek a Claims Estimate Order allowing and estimating Plaintiffs' claims in an amount, when combined with all of the other Allowed General Unsecured Claims against the Old GM estate, that may equal or exceed $42 billion, provides an

efficient and reasonable resolution of the allowable amount of Plaintiffs' claims. This will provide a potential source of recovery in the near-term for Plaintiffs who have been waiting years for any recovery, including Plaintiffs who have suffered personal injury or wrongful death.

85. Under the Settlement, any Adjustment Shares issued by New GM under this Claims Estimate Order would be for the exclusive benefit of Plaintiffs. Based on the amount of allowed and disputed unsecured claims against Old GM, New GM's obligation to issue these shares would not be triggered absent allowance of Plaintiffs' claims.[35] Thus, the GUC Trust determined that it was reasonable to forgo any potential future recovery from the Adjustment Shares in consideration for the Release. This provision potentially paves the way for Plaintiffs to obtain a recovery on their claims without disturbing other creditors' past or future recoveries.

86. Further, the Settlement removes a major impediment to winding down the Old GM estate. The resolution of Plaintiffs' claims and waiver of certain rights and claims eliminates the likelihood of complex and protracted litigation, including with respect to Plaintiffs' attempts to enjoin further GUC Trust distributions, thus preventing delay in distributing remaining GUC Trust Assets and protects Unitholders from the risk of claw-back or recapture of prior distributions.

87. Finally, given that nearly all the GUC Trust's Assets have been distributed or reserved for the Bankruptcy Code section 502(h) claim emanating from the Avoidance Action Litigation, it is likely that the GUC Trust would run out of funds prior to completing the litigation of Plaintiffs' Claims.

88. The terms of the Settlement Agreement reflect a reasonable assessment of the substantial time and expense of litigating Plaintiffs' claims, balanced against the benefits of more

[35] 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. 144402].

near-term, efficient and certain resolution of the allowable amount of Plaintiffs' claims and sources of recovery. The benefits of the Settlement in the near term outweigh the benefit of potential long-term success through the protracted litigation of complex issues.

B. The Benefits of Settling Exceed the Potential Benefits of Continued Litigation.

89. With respect to the third and fourth Iridium factors—the paramount interests of creditors and whether other interested parties support the settlement—prolonging the litigation will increase costs and decrease the amount of GUC Trust Assets available to satisfy creditors. Approving the Settlement Agreement, on the other hand, avoids the significant expense and uncertainty associated with continued litigation, and maximizes and expedites distributions to current GUC Trust beneficiaries. The release of Plaintiffs' rights and claims with respect to the GUC Trust's prior distributions and current GUC Trust Assets allows the GUC Trust to complete the orderly wind-down of the Old GM estate.

90. Moreover, providing Plaintiffs with the exclusive right to proceed against the Adjustment Shares potentially opens an avenue for Plaintiffs to recover on their claims against the GUC Trust without disturbing the recovery expectations of other creditors or Unitholders. Plaintiffs' rights concerning the Adjustment Shares are protected because notice of any agreement by the Signatory Plaintiffs on proposed criteria to assert a claim against the Settlement Fund and a proposed methodology of allocation of the Settlement Fund between economic loss claims and personal injury/wrongful death claims will be provided to Plaintiffs, who will be given an opportunity to object.

91. The fourth Iridium factor—whether other interested parties support the settlement—is also met. Not surprisingly, the key interested parties—the GUC Trust, Signatory Plaintiffs and the Participating Unitholders—all support the Settlement Agreement. See Ad Hoc

Comm. of Personal Injury Asbestos Claimants v. Dana Corp. (In re Dana Corp.), 412 B.R. 53, 61 (S.D.N.Y. 2008) (affirming approval of settlement of claims of 7,500 asbestos personal injury claimants where, *inter alia*, the creditors' committee and ad hoc bondholders' committee supported the settlement). The only anticipated opposition is from New GM.

92. Accordingly, for all of the reasons set forth above, the Settlement Agreement easily meets the fourth Iridium factor and allows the GUC Trust to implement the express purpose of the GUC Trust Agreement. GUC Trust Agreement § 2.2 (stating that the "sole purpose of the GUC Trust is to implement the Plan on behalf of, and for the benefit of the GUC Trust Beneficiaries"); GUC Trust Agreement § 4.2 (stating that "in no event shall the GUC Trust Administrator unduly prolong the duration of the GUC Trust, and the GUC Trust Administrator shall, in the exercise of its reasonable business judgment and in the interests of all GUC Trust Beneficiaries, at all times endeavor to terminate the GUC Trust as soon as practicable in accordance with the purposes and provisions of this Trust Agreement and the Plan.").

C. The Settlement Agreement Satisfies the Remaining *Iridium* Factors.

93. With respect to the sixth Iridium factor, "the nature and breadth of releases to be obtained by officers and directors," the Settlement Agreement releases any and all rights, claims and causes of action that any Plaintiff may assert against the GUC Trust, the GUC Trust Administrator, the GUC Trust Assets, the Avoidance Action Trust and Unitholders. Importantly, the notice procedures set forth in Plaintiffs' class certification motion contemplate a comprehensive individualized mailing program whereby Plaintiffs receive a concise summary of the Settlement Agreement and instructions for accessing a website dedicated specifically to the Settlement. Each recipient, therefore, will have the opportunity and right to be heard by the Court in connection with the Settlement.

94. With respect to the fifth and seventh Iridium factors, competent and experienced counsel to the Parties who have been litigating these issues for years actively engaged in arms'-length, good faith negotiations to formulate the Settlement Agreement. The Parties, having considered the uncertainties, delay and cost that would be incurred by further litigation, submit that the Settlement Agreement is fair, reasonable and appropriate, and in the best interests of the Parties.

95. Based on the foregoing, the Settlement Agreement is in the best interests of the estate and its creditors and falls well within the range of reasonableness. Therefore, entry into and approval of the Settlement Agreement pursuant to Bankruptcy Rule 9019 is warranted and the Settlement Agreement should be approved.[36]

NOTICE

96. 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]. Notice of this Motion has also been provided to any other required notice parties under Section 6.1(b)(iv) of the GUC Trust Agreement. The Parties submit that no other or further notice need be provided.

CONCLUSION

WHEREFORE, the Parties respectfully request that the Court: (i) enter an order substantially in the form attached hereto as **Exhibit B** approving the actions to be undertaken by the GUC Trust Administrator under the terms of the Settlement Agreement, attached hereto as

[36] In the event that the Settlement Agreement is not approved by the Court or the Settlement Agreement does not become binding and enforceable for any reason, the Parties reserve all their rights and nothing herein shall be deemed or construed as an admission of any fact, liability, stipulation, or waiver, but rather as a statement made in furtherance of settlement discussions.

Exhibit A, and authorizing the reallocation of $13.72 million of GUC Trust Assets for notice costs; and (ii) approve the Settlement pursuant to Bankruptcy Rule 9019; and (iii) grant such other relief as is just and equitable.

[*Remainder of the page intentionally left blank*]

Dated: New York, New York
February 1, 2019

Respectfully submitted,

By: /s/ *Kristin K. Going*

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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**").

PREAMBLE[1]

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 Lieff, 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.mlcguctrust.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: _____
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: 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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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.

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By: _____
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HAGENS BERMAN SOBOL SHAPIRO LLP

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By: _____
Name: Steve W. Berman

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By: _____
Name: Elizabeth J. Cabraser

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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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Name: David A. Vanaskey, Jr.

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BROWN RUDNICK LLP

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

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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

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

By: _____
Name: Sander L. Esserman

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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

EXHIBIT A

Execution Version

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 toclarify 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:

REMEDIATION 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:_____
Name: Steven
Title: EVP

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC:

By:_____
Name: Steven
Title: EVP

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:

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC:

By:_____
Name:
Title:

GENERAL MOTORS LLC

By:_____
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:

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

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

c/o Stutzman, Bromberg, Esserman & Plifka,
a Professional Corporation
2323 Bryan Street, Ste 2200
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	Danischa	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	030/3/2009
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 Case No.**
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	**09-50026 (MG)**
Debtors.	**(Jointly Administered)**

ORDER (A) AUTHORIZING THE GUC TRUST ADMINISTRATOR TO REALLOCATE AND USE DISTRIBUTABLE CASH FOR THE PURPOSE OF FUNDING NOTICE COSTS PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT AND (B) AUTHORIZING THE GUC TRUST TO PERFORM THE ACTIONS SET FORTH IN THE SETTLEMENT AGREEMENT PURSUANT TO THE TERMS OF THE TRUST AGREEMENT

Upon the motion, dated January 31, 2019 (the "**Motion**")[1] of Wilmington Trust Company in its capacity as trust administrator and trustee (in such capacity, the "**GUC Trust Administrator**") of the Motors Liquidation Company GUC Trust (the "**GUC Trust**"), as established under the Debtors' Second Amended Joint Chapter 11 Plan dated as of March 18, 2011 [ECF No. 9836] (as confirmed, the "**Plan**") of the above-captioned post-effective date debtors (the "**Debtors**") seeking entry of an Order pursuant to sections 105, 363, and 1142 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 3002, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure, and sections 5.5, 6.1(b), and 8.1(e) of the GUC Trust Agreement, (A) authorizing the GUC Trust's reallocation and use of Distributable Cash, and (B) approving the Settlement Agreement and authorizing the GUC Trust to perform the actions set forth in the Settlement Agreement pursuant to the terms of the GUC Trust Agreement, all as more fully described in the Motion; and any objections to the Motion having been settled, resolved,

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

withdrawn or overruled; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors' creditors and estates; and it further appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon, and good and sufficient cause appearing therefor:

IT IS HEREBY:

ORDERED, that the relief requested in the Motion is granted to the extent provided herein; and it is further

ORDERED, that, pursuant to Section 6.1(b) of the GUC Trust Agreement, the GUC Trust Administrator is authorized to reallocate and use up to $13,720,000 of Distributable Cash to satisfy noticing costs to the putative Classes and Pre-Closing Accident Plaintiffs; and it is further

ORDERED, that, pursuant to Section 8.1(e) of the GUC Trust Agreement, the GUC Trust Administrator is authorized to perform the actions set forth in the Settlement Agreement; and it is further

ORDERED, that nothing herein shall be deemed to prohibit the GUC Trust Administrator from seeking additional Court authority to reallocate and use Distributable Cash to fund fees, costs or expenses of the GUC Trust incurred or anticipated for the calendar year 2019 or any future year; and it is further

ORDERED, that this Court shall retain jurisdiction of all matters and disputes arising in connection with or related to the interpretation or implementation of this Order, any reallocation or use of Distributable Cash in connection herewith, or the GUC Trust Agreement.

Dated: _____ __, 2019
New York, New York

_____
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

DECLARATION OF DAVID A. VANASKEY JR. IN SUPPORT OF 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 AND 9019, AND (III) TO AUTHORIZE THE REALLOCATION OF GUC TRUST ASSETS

I, David A. Vanaskey Jr. declare:

1. I am a Vice President of Wilmington Trust Company ("**WTC**"), located at Rodney Square North, 1110 North Market Street, Wilmington, Delaware, 19890-1615, and am duly authorized to submit this declaration (the "**Declaration**") on behalf of WTC in its capacity as trustee for and administrator (the "**Administrator**") of the Motors Liquidation Company GUC Trust (the "**GUC Trust**").[1]

2. I submit this Declaration in support of 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 and 9019, and (III) to Authorize the Reallocation*

[1] Unless otherwise defined in this declaration, capitalized terms shall have the meanings noted in the Settlement Agreement dated April 25, 2018 or the Second Amended and Restated Motors Liquidation Company GUC Trust Agreement, dated as of July 30, 2015 (the "**GUC Trust Agreement**") [ECF No. 13332].

of GUC Trust Assets (the "**Settlement Motion**") dated January 31, 2019, and filed contemporaneously herewith.

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

4. Attached hereto as **Exhibit A** is a true and correct copy of the *Declaration of David A. Vanaskey Jr. in Support of: (1) the Motion of Motors Liquidation Company GUC Trust to Approve the Settlement Agreement By and Among the Signatory Plaintiffs and the GUC Trust Pursuant to Bankruptcy Code Sections 105, 363 and 142 and Bankruptcy Rules 3020 and 9019; and (2) the Motion of Motors Liquidation Company GUC Trust to Estimate Vehicle Recall Economic Loss and Personal Injury Claims for Allowance Purposes and to Establish a Schedule for the Claims Estimation Proceeding* [ECF No. 14293-3] (the "**2018 Vanaskey Declaration**"). As its title suggests, the 2018 Vanaskey Declaration was filed in connection with a prior settlement between the GUC Trust and Signatory Plaintiffs[2].

5. My background, both with WTC and the GUC Trust, is set forth more fully in the 2018 Vanaskey Declaration. However, in summary, I am a Vice President of WTC with over 30 years of experience in its financial services group, including 25 years specializing in capital markets, defaults and corporate restructuring. I served as the lead representative of WTC in its capacities as Indenture Trustee for approximately $23 billion in U.S. dollar denominated unsecured notes, bonds and debentures issued by Motors Liquidation Company, formerly known as General Motors Corporation, and chair of the Official Committee of Unsecured Creditors of Motors Liquidation Company. From and after the Effective Date, I served, and continue to serve, as the lead representative of WTC in its capacity as trustee for and administrator of the GUC Trust.

[2] Capitalized terms not otherwise defined herein bear the meaning given in the Settlement Motion.

The Settlement

6. Attached hereto as Exhibit B is a true and correct copy of the Settlement Agreement.

7. The principal terms of the Settlement are as follows:

(a) 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;

(b) the Economic Loss Plaintiffs agree to prepare and file the Class Certification Motion seeking certification of the Economic Loss Class pursuant to Rule 23 on a preliminary and final basis, approval of the Notice Provisions, and appointment of class representatives and class counsel for Rule 23(a) and (g) settlement certification purposes;

(c) the GUC Trust agrees to file a motion seeking entry of a Claims Estimate Order estimating the aggregate allowed General Unsecured Claims of Plaintiffs, including the Pre-Closing Accident Plaintiffs, in an amount that, as of the date of the Estimation Order, could equal or exceed $10 billion;

(d) the GUC Trust, the GUC Trust Beneficiaries, the Motors Liquidation Company Avoidance Action Trust, and all defendants in the Term Loan Avoidance Action, irrevocable waive and release Plaintiffs with respect to any rights to the Settlement Fund or the Adjustment Shares; and

(e) upon entry of the Final Approval Order, all Plaintiffs agree (or will be deemed to agree) to waive all current and future claims against the GUC Trust, the GUC Trust Beneficiaries, the Avoidance Action Trust and certain other parties, and instead seek satisfaction of such claims exclusively from the Settlement Fund.

8. Through the Settlement Motion, the GUC Trust and Signatory Plaintiffs also request that this Court enter an order (i) approving the actions of the GUC Trust Administrator in entering into the Settlement; (ii) authorizing the GUC Trust to reallocate up to $13.72 million in GUC Trust Assets to pay for noticing costs.

9. The facts known to the GUC Trust as of May 2, 2018 that supported my opinion on settlement as of that date have not materially changed. Accordingly, through this Declaration, I ratify and adopt the 2018 Vanaskey Declaration, and confirm that the facts contained therein also support entry into the Settlement at this time. I still believe, as I did on May 2, 2018, that the Settlement is in the best interests of the GUC Trust, the Old GM estates and the GUC Trust Beneficiaries because it provides those parties with the substantial concrete benefits described more fully in the 2018 Vanaskey Declaration. Those benefits support the current Settlement.

10. In consideration of all the above and the issues addressed in the 2018 Vanaskey Declaration, it is my opinion that the Settlement falls within the range of reasonableness – well above the lowest point in the range of reasonableness – and provides the best outcome for the GUC Trust Beneficiaries. As was the case on May 2, 2018, my opinion is buttressed by the advice of the GUC Trust Monitor and the opinion of multiple experienced bankruptcy counsel – those representing the GUC Trust and Participating Unitholders – who have been intimately involved in the ignition switch litigations since they began in 2014 and who negotiated and support the Settlement.

11. Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: Wilmington, Delaware
January 31, 2019

David A. Vanaskey Jr.

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

DECLARATION OF DAVID A. VANASKEY JR. IN SUPPORT OF: (1) THE MOTION OF MOTORS LIQUIDATION COMPANY GUC TRUST TO APPROVE 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 3020 AND 9019; AND (2) THE MOTION OF MOTORS LIQUIDATION COMPANY GUC TRUST TO ESTIMATE VEHICLE RECALL ECONOMIC LOSS AND PERSONAL INJURY CLAIMS FOR ALLOWANCE PURPOSES AND TO ESTABLISH A SCHEDULE FOR THE CLAIMS ESTIMATION PROCEEDING

I, David A. Vanaskey Jr. declare:

1. I am a Vice President of Wilmington Trust Company ("**WTC**"), located at Rodney Square North, 1110 North Market Street, Wilmington, Delaware, 19890-1615, and am duly authorized to submit this declaration (the "**Declaration**") on behalf of WTC in its capacity as trustee for and administrator (the "**Administrator**") of the Motors Liquidation Company GUC Trust (the "**GUC Trust**").[1]

2. I submit this Declaration in support of: (i)*Motion Of Motors Liquidation Company GUC Trust To Approve 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 (the "Settlement Motion"); and (ii) Motion of Motors*

[1] Unless otherwise defined in this declaration, capitalized terms shall have the meanings noted in the Settlement Agreement dated April 25, 2018 or the Second Amended and Restated Motors Liquidation Company GUC Trust Agreement, dated as of July 30, 2015 (the "**GUC Trust Agreement**") [ECF No. 13332].

Liquidation Company GUC Trust To Estimate Vehicle Recall Economic Loss And Personal Injury Claims For Allowance Purposes And To Establish A Schedule For The Claims Estimation Proceeding each dated May 2, 2018, and filed concurrently with this declaration.

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

Background

4. I am a Vice President of WTC with over 30 years of experience in its financial services group, including 25 years specializing in capital markets, defaults and corporate restructuring. In such capacity, I and the WTC teams overseen by me have directed multiple accounts and products in varying contexts, including chapter 11 reorganizations. Specifically, I have provided services in connection with the following major bankruptcy cases: (a) *In re UAL Corp.*; (b) *In re US Airways Group, Inc.*; (c) *In re Baldwin*; (d) *In re Delta Air Lines, Inc.*; (e) *In re Solutia Inc.*; (f) *In re Mesa Air Group, Inc.*; (g) *In re Circuit City Stores, Inc.*; and (h) *In re General Motors Corporation.*

5. WTC's initial role in the Old GM bankruptcy was serving as the successor Indenture Trustee for approximately $23 billion in U.S. dollar denominated unsecured notes, bonds and debentures issued by Motors Liquidation Company, formerly known as General Motors Corporation. During the bankruptcy, WTC served as chair of the Official Committee of Unsecured Creditors of Motors Liquidation Company.

6. On March 29, 2011, the Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") entered a Confirmation Order confirming the Debtors' liquidating Plan, and appointing WTC as the Administrator. The GUC Trust is governed by a trust agreement, which has been modified in accordance with its terms several times since the entry of the Confirmation Order.

7. Prior to the Effective Date of the Plan, I served as the lead representative of WTC in its capacities as Indenture Trustee and chair of the Official Committee of Unsecured Creditors of Motors Liquidation Company. From and after the Effective Date, I served, and continue to serve, as the lead representative of WTC in its capacity as trustee for and administrator of the GUC Trust. Through such experiences, I have developed an intimate understanding of the Debtors, the Plan, the GUC Trust Agreement, and the other facts and circumstances that form the basis of this Declaration.

The Sale Order and the Bar Date

8. On July 5, 2009, the Bankruptcy Court entered the *Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement with NGMCO, Inc., a U.S. Treasury-Sponsored Purchaser; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting Related Relief* (Dkt. 2968) (the "**Sale Order**"). Under the Amended and Restated Master Sale and Purchase Agreement (the "**MSPA**"), the Purchaser, New GM, agreed to pay approximately $45 billion in consideration for substantially all of the assets of the Sellers, primarily Old GM.

9. Under the MSPA, New GM agreed that if "the estimated allowed general unsecured claims against Sellers' estates exceed $35,000,000,000, then Purchaser will . . . issue" up to 30,000,000 of additional shares of New GM common stock (the "**Adjustment Shares**"). MSPA (Dkt. 2968-2) § 3.2(c)(i).

10. Under the MSPA, the Debtors had authority to seek an order of the Bankruptcy Court estimating the aggregate allowed general unsecured claims against Old GM's estate (the "**Claims Estimate Order**").

11. A September 23, 2011 letter agreement between the GUC Trust, the GUC Trust Monitor, Motors Liquidation Corporation, and New GM confirms that the GUC Trust has the sole and exclusive authority to "at any time . . . seek . . . the Claims Estimate Order" that Sellers previously had authority to seek.

12. The Bankruptcy Court set November 30, 2009 as the bar date for filing claims against Old GM (the "**Bar Date**").

The GUC Trust's Creation and Current State

13. The GUC Trust was formed to implement the Plan. The GUC Trust is a liquidating trust with the primary purpose of resolving disputed claims and distributing GUC Trust Assets and GUC Trust Units to the GUC Trust's defined beneficiaries (**"GUC Trust Beneficiaries,"** or **"Beneficiaries")**. GUC Trust Beneficiaries include holders of Allowed General Unsecured Claims as of March 31, 2011, holders of disputed claims as of March 31, 2011 that were later allowed, and holders of freely transferable Units in the GUC Trust.

14. The GUC Trust operates for the benefit of GUC Trust Beneficiaries and has a fiduciary duty to maximize the recoveries of the GUC Trust Beneficiaries.

15. Under the GUC Trust Agreement, the GUC Trust "shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Disputed General Unsecured Claims." Dkt. 13332 § 5.1(d). If the amount to be Allowed exceeds $10 million, then the GUC Trust Monitor must review and approve "[a]ny decision to settle or otherwise resolve any objections to Disputed General Unsecured Claims against the Debtors." *Id.* § 11.3(a)(i).

16. To date, putative creditors have filed over $40 billion in general unsecured claims, of which $31.854 billion are Allowed General Unsecured Claims. The GUC Trust has resolved over 4,000 unsecured claims filed against Old GM.

17. As of November 2016, the GUC Trust had distributed approximately 94% of its initial assets in the form of New GM stock, warrants, and cash, to holders of allowed claims and to holders of Units. Aside from a general disputed claim contingency totaling $14.8M, there are no remaining assets in the GUC Trust that have not already been allocated.

18. Furthermore, other than the proposed claims related to the Recalls and the contingent claim that may result from the Avoidance Action Litigation, I am not aware of any other potential claims against Old GM or the GUC Trust.

New GM's Recalls and Resulting Litigation

19. In 2014, New GM recalled more than 30 million vehicles, including some that had been on the road for more than a decade. In particular, New GM recalled millions of vehicles due to a defective ignition switch as part of NHTSA Recall Number 14V-047 (the "**Ignition Switch Defect**"), millions of additional vehicles due to other defects related to similar ignition switch defects, and millions of vehicles due to defective side airbags, power steering, and other defects.

20. Hundreds of plaintiffs responded to the revelations by filing individual and putative class actions against New GM seeking damages, under various theories, for alleged economic loss, personal injury, and wrongful death.

21. In response, New GM filed motions to enforce the Sale Order's injunction on successor liability (the "**Motions to Enforce**"). In addition, New GM suggested that plaintiffs look to the GUC Trust for recovery.

22. On a stipulated record related to the Ignition Switch Defect, the Bankruptcy Court found, *inter alia*, that Old GM knew or should have known about the Ignition Switch Defect and therefore gave inadequate notice to plaintiffs, but that any claims against the GUC Trust were

nonetheless barred because of a lack of prejudice. The Bankruptcy Court also found that claims against the GUC Trust were barred by the doctrine of equitable mootness.

23. On appeal, the Second Circuit affirmed in part, reversed in part, and vacated in part. Most relevant for purposes of the settlement motion, the Second Circuit held that plaintiffs had suffered a due process violation causing prejudice and that the issue of equitable mootness was not ripe because no plaintiff had filed for permission to file late claims.

The Late Claims Motions

24. Upon remand, the parties began addressing whether Recall plaintiffs could satisfy the requirements for authorization to file late proofs of claim against the GUC Trust, and whether such claims are equitably moot.

25. On December 22, 2016, counsel for certain Ignition Switch Pre-Closing Accident Plaintiffs filed a motion for authority to file late proofs of claim on behalf of 175 plaintiffs alleging personal injury and wrongful death claims arising from the Ignition Switch Defect. Separately, Designated Counsel for Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs filed a motion for authority to file one late putative class proof of claim for economic losses on behalf of Ignition Switch Plaintiffs, and another for economic losses on behalf of Non-Ignition Switch Plaintiffs.

26. On January 4, 2017 counsel for the *Groman* Plaintiffs and counsel for the Peller Plaintiffs filed a joinder to the late claims motions filed by Designated Counsel. On July 28, 2017 counsel for Additional Ignition Switch Pre-Closing Accident Plaintiffs filed a motion for authority to file late proofs of claim on behalf of 171 plaintiffs alleging personal injury and wrongful death claims arising from the Ignition Switch Defect (together the "**Late Claims Motions**").

27. Further, certain Pre-Closing Accident Plaintiffs injured or killed in crashes that occurred before July 10, 2009, involving vehicles subject to Recall Nos. 14V-355, 14V-394, 14V-400, or 14V-540 (and who are identified by name and Recall Number in Schedule 1 to the Settlement Agreement as among the Signatory Plaintiffs) have informed the GUC Trust that they intend to file a Supplemental Late Claims Motion on or before May 31, 2018, seeking allowance of their late claims based on due process violations relating to the foregoing Recalls.

28. Per the Bankruptcy Court's order, the GUC Trust received limited discovery from certain putative late claimants regarding when they knew or reasonably could have known that they potentially had claims against the GUC Trust. In addition, the parties briefed disputed questions about whether the plaintiffs would be required to show excusable neglect under *Pioneer Investment Services Co. v. Brunswick Associates Ltd.*, 507 U.S. 380 (1992), in order to obtain permission to file late claims, and the applicability of any agreements with the GUC Trust to toll the time to file late claims (the "***Pioneer* Briefing**").

29. To date, the Court has not set a schedule for hearing argument or deciding the disputed issues raised in the *Pioneer* Briefing. The Court also has not set a schedule for briefing, arguing, or deciding the merits of the Late Claims Motions.

The Settlement

30. The principal terms of the Settlement are as follows: 1) the GUC Trust agrees to pay $15 million (the "**Settlement Amount**") to a settlement fund and up to another $6 million for providing notice; 2) the GUC Trust agrees to file a motion seeking entry of a Claims Estimate Order estimating the aggregate allowed General Unsecured Claims of Plaintiffs in an amount that could equal or exceed $10 billion; 3) the GUC Trust Beneficiaries agree to waive any claim to the Settlement Amount and, if the Claims Estimate Order is entered, the Adjustment Shares

(or the value thereof), and any Adjustment Shares issued (or the value thereof) will be deposited into the settlement fund for the sole benefit of Plaintiffs; and 4) all Plaintiffs agree (or will be deemed to agree) to waive all current and future claims against the GUC Trust, the GUC Trust beneficiaries, the Avoidance Action Trust and certain other parties, and instead seek satisfaction of such claims from the settlement fund.

31. Based on consultation with counsel, the GUC Trust Monitor, a review of the voluminous materials provided to the GUC Trust by both Plaintiffs and New GM, and my experience with other complex—and often protracted—litigations related to the Recalls, I believe the GUC Trust's decision to enter into the Settlement to be a prudent and reasonable exercise of the Administrator's business judgment. The Settlement will maximize recovery for the benefit of the GUC Trust Beneficiaries, while minimizing the substantial risks posed by the Late Claims Motions. In reaching this conclusion, the Administrator considered the following significant factors:

32. First, absent a Settlement, the GUC Trust would likely be required to litigate issues relating to the Recalls into the foreseeable future. None of the Late Claims Motions has been decided at this point, and the litigation of those Motions will likely require at least several months. Regardless of who prevails on those Motions, the Court's ruling(s) will almost certainly be appealed, a process that will consume many additional months. If any part of the Court's decisions are reversed, the parties may be required to relitigate the Motions. Taken together, the process could require several years.

33. Second, litigating the Late Claims Motions to their conclusion would require the GUC Trust to incur significant litigation and administrative costs. Together, litigation of the Late Claims Motions and any subsequent allowance proceedings could consume a substantial

portion of the GUC Trust's remaining assets—assets that otherwise would be available for distribution to the GUC Trust Beneficiaries. Because continued litigation would endanger the remaining Trust Assets, it would necessarily delay any further distributions of Trust Assets to its current beneficiaries.

34. Third, the outcome of the Late Claims Motions and any subsequent allowance proceedings is uncertain. The GUC Trust believes its prior opposition to the Late Claims Motions and its analysis of the *Pioneer* factors are based on principled legal arguments. That said, litigation of the Motions would be fact-intensive and would involve complex legal questions, with uncertain ultimate resolution.

35. The GUC Trust has expended substantial resources in considering the merits and valuation of Plaintiffs' claims—including, among other things, a review of the materials provided to the Trust by Plaintiffs and New GM, numerous in-person and telephonic conferences the Trust conducted with each side of the dispute and extensive legal analysis conducted by the GUC Trust's counsel. The GUC Trust has legal and factual arguments that may refute some or all of those claims. However, the Trust recognizes that Plaintiffs nevertheless may succeed in having the Late Claims valued at billions of dollars. If Plaintiffs succeeded on their Late Claims, then absent the proposed Settlement the current GUC Trust Beneficiaries could be forced to surrender rights to future distributions of GUC Trust Assets, and could even be required to return previously distributed funds (as plaintiffs have reserved the right to seek to claw back previously distributed funds).

36. Fourth, and finally, counsel to the Participating Unitholders (representing approximately sixty-six percent (66%) of the Trust's outstanding Units) has expressly informed the Trust that the Participating Unitholders support and agree with the Trust's decision to enter

into the Settlement. The Trust owes a fiduciary duty to its Unitholders, and is required to act in their best interests under the terms of the GUC Trust Agreement. The Participating Unitholders' support for the Settlement is another factor considered by the GUC Trust in determining that entry into the Settlement is in the best interests of those parties for whose benefit the Trust was created.

37. The terms of the proposed Settlement were negotiated at arms-length and in good faith. Due to the significant risks that the Late Claims Motions present to the GUC Trust Beneficiaries, the GUC Trust first entered into settlement negotiations with plaintiffs beginning in May 2017. All parties to the negotiations were represented and advised by experienced counsel, and negotiations involved intensive communications over a period of several months. During this period, the parties' representatives engaged in multiple in-person and telephonic meetings, and exchanged numerous drafts of the Settlement Agreement and ancillary documents.

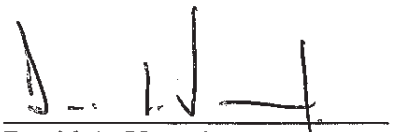
38. I believe that the Settlement is in the best interests of the GUC Trust, the Old GM estates and the GUC Trust Beneficiaries because it provides those parties with substantial concrete benefits. The Settlement will resolve the long-standing dispute regarding the timeliness of the Late Claims, preserve the distributable assets for the GUC Trust Beneficiaries, and eliminate the risk of claw-backs of previously distributed assets. The Settlement will also clear the way for future distributions to GUC Trust Beneficiaries, and allow the GUC Trust to wind-down the affairs of the Debtors in accordance with the Plan in the near term. Because it maximizes recoveries for GUC Trust Beneficiaries, the Settlement clearly is in accord with the duties of the GUC Trust and the GUC Trust Administrator under the Plan and the GUC Trust Agreement.

39. To be sure, the Settlement comes at a cost to the Trust's Beneficiaries. As noted above, the GUC Trust has agreed in the Settlement to pay $6 million to distribute notice of the Settlement and $15 million to establish the Settlement Fund. The funds would otherwise potentially be available to Beneficiaries if the GUC Trust ultimately prevailed in the Late Claim Motion litigation. However, given the substantial benefits of the Settlement, these costs are reasonable and prudent. Indeed, for that reason and others, the Settlement is supported by the Participating Unitholders, who have represented that they hold a substantial proportion of the outstanding GUC Trust Units.

40. In consideration of all the above issues, it is my opinion that the Settlement falls within the range of reasonableness—well above the lowest point in the range of reasonableness—and provides the best outcome for the GUC Trust Beneficiaries. My opinion is buttressed by the advice of the GUC Trust Monitor and the opinion of multiple experienced bankruptcy counsel—those representing the GUC Trust and Participating Unitholders—who have been intimately involved in the ignition switch litigations since they began in 2014 and who negotiated and support the Settlement.

41. Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: Wilmington, Delaware
May 2, 2018



David A. Vanaskey Jr.

EXHIBIT B

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**").

PREAMBLE[1]

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 Lieff, 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.mlcguctrust.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: _____
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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BROWN RUDNICK LLP

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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: _____/per HSS
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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By: _____
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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: _____
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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: _____

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By: _____
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

EXHIBIT A

Execution Version

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 toclarify 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:

REMEDIATION 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:_____
Name: Steven
Title: EVP

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC:

By:_____
Name: Steven
Title: EVP

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:

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC:

By:_____
Name:
Title:

GENERAL MOTORS LLC

By:_____
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:

REMEDIATION 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: 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 Lieff 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
2323 Bryan Street, Ste 2200
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	Danischa	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	030/3/2009
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)