

SETTLEMENT AGREEMENT

This Settlement Agreement (the "**Agreement**") is made and entered into between Plaintiffs, Kevin Zwicker, Teresa Palmer, Roy Falk, Lee Kratzer, Barbara McRae, Robert W. Christensen, Terry M. Kelly and Peggy Kelly, individually and as representatives of the **Settlement Class**, by and through their counsel of record, on one hand, and **Defendant**, General Motors Corporation ("**GM**" or "**Defendant**") on the other hand. The **Agreement** is intended to resolve and settle the litigation entitled *In re General Motors Corporation Speedometer Litigation*, MDL Case No. 1896 which includes, at the present time, the following lawsuits: *Kevin Zwicker, and Teresa Palmer, et al. v. General Motors Corporation*, Case No. C07-0291 JCC, pending in the United States District Court, Western District of Washington at Seattle; *Roy Falk, Lee Kratzer, Barbara McRae, v. General Motors Corporation*, Case No. C 07 1731 JL, pending in the United States District Court, Northern District of California; and *Robert W. Christensen, Terry M. Kelly and Peggy Kelly v. General Motors Corporation*, Case No. CV07-0512-HA, pending in the United States District Court for the District of Oregon, and all matters raised therein, subject to the terms and conditions hereof and approval of the Court.

A. BACKGROUND

1. Plaintiffs filed the three Federal Court putative class actions in Washington (*Zwicker, et al. v. General Motors Corporation*), California (*Falk, et al. v. General Motors Corporation*) and Oregon (*Christensen, et al. v. General Motors Corporation*) (hereafter the "**Single State Actions**"). The Complaints in those cases seek certification of state-wide classes of owners of model year 2003-2007 "light pick-ups and sport utility vehicles" manufactured by General Motors. The purported classes pleaded in each of those cases encompass owners in each of the three states of various makes and models of the GMT800 and the GMT360 lines of vehicles.

2. In each of the **Single State Actions**, Plaintiffs contend the **Vehicles** at issue in those cases have instrument clusters which contain stepper motors which do not last for the life of the **Vehicles**. As a result, plaintiffs contend, among other issues, the speedometers in the **Vehicles** may not register the accurate speed of the **Vehicles**, or may cease to function entirely. **GM** denies the **Vehicles** are defective or that it is responsible to provide instrument clusters, stepper motors, and/or speedometers that last the life of the **Vehicles**.

3. **Special Coverage Campaign:** Commencing on or about September 28, 2007, **GM** began notifying owners of Model Year 2003 and 2004 GMT 800 platform **Vehicles** of **Special Coverage** which would provide for instrument cluster repairs and/or reimbursement for such repairs for owners of those **Vehicles** as described in Exhibit A to this Agreement. Pursuant to the **Special Coverage**, **GM** agreed, subject to certain limitations, to pay for repairs to current owners' instrument panel clusters, or to reimburse those current owners who previously paid for instrument panel repairs on the **Vehicles**, subject to certain limitations. Attached as Exhibit A and incorporated herein by reference is a copy of the September, 2007 **Special Coverage** Service Bulletin which describes in detail the terms, limitations and conditions of the **Special Coverage**. The **Special Coverage** campaign provides benefits to current owners of model year 2003-2004 GMT800 platform **Vehicles** as described more fully in Exhibit A. For purposes of settlement, **GM** agrees that the **Single State Actions** were a factor in its decision to provide the **Special Coverage** to current owners.

4. **Defendant** filed a motion with the Judicial Panel on Multidistrict Litigation ("JPML") seeking an order to consolidate the three **Single State Actions** under 28 U.S.C. 1407 and transfer them to the Western District of Washington, MDL Case No. 1896.

5. Before commencing the **Single State Actions** and prior to and during settlement negotiations, **Class Counsel** (as that term is defined below) conducted an examination and evaluation of the relevant law and facts to assess the merits of the claims and potential claims,

and of the defenses and potential defenses, and to determine how best to serve the interests of Plaintiffs and the **Settlement Class** (as that term is defined below). Based thereon, and after reviewing approximately 100,000 pages of documents and taking several depositions, Plaintiffs and **Class Counsel** are satisfied that the **Agreement** is based upon a thorough analysis of the facts and law, after the investment of a significant amount of time and money, and that this **Agreement** is fair, reasonable and adequate.

6. Plaintiffs and **Class Counsel** have agreed to settle the **Action** pursuant to the provisions of the **Agreement**, and subject to court approval, after considering such factors as: (i) the benefits to Plaintiffs and the **Settlement Class** under the terms of the **Agreement**; (ii) the uncertainty of being able to prove the allegations made in the **Action**, and the uncertainty of being able to overcome defenses thereto; (iii) the inherent risks and uncertainty of complex litigation such as the **Action**; (iv) the difficulties, risks and delays inherent in such litigation; (v) the desirability of consummating the **Agreement** promptly in order to provide expeditious and effective relief to Plaintiffs and the **Settlement Class**; (vi) the **Defendant** has consistently and vigorously disputed the substantive allegations on the merits made against it and vigorously and consistently opposed the relief requested by the **Settlement Class**; and (vii) the significant expense and time necessary to prosecute the litigation through trial and appeal. Plaintiffs and **Class Counsel** believe that settlement in accordance with the terms of the **Agreement** is desirable and preferable to proceeding with a lengthy, protracted, and expensive lawsuit because they believe that it is fair and reasonable and provides substantial benefits. The **Agreement** has been reached after substantial, good faith, arms length negotiations, including two in-person sessions with the Hon. Edward Infante in San Francisco, California, phone and e-mail communications with Judge Infante, and negotiation sessions between the lawyers.

7. On January 8, 2008, the JPML issued an order transferring and consolidating the

Single State Actions in the United States District Court, Western District of Washington. Plaintiffs will dismiss the **Single State Actions**, with the exception of the *Zwicker* action, and will file in the *Zwicker* action an amended class action complaint on behalf of the named plaintiffs and a nationwide **Settlement Class** of owners and lessees in all 50 states of model year 2003-2005 GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models to be included are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT. The parties contemplate that claims pleaded in the **Single State Actions** relating to the GMT360 line of **Vehicles** will be subject to a separate tolling agreement, attached as Exhibit B to this **Agreement**.

8. The **Defendant** expressly denies any wrongdoing alleged in the pleadings and neither admits nor concedes any actual or potential fault, wrongdoing or liability in connection with any facts or claims that have been or could have been alleged against it in the **Action**, or that Plaintiffs or any **Settlement Class** members have suffered damage or were harmed by the conduct alleged. **Defendant** expressly maintains all applicable defenses to class certification. The **Defendant** has nonetheless concluded that it is desirable that the **Action** be fully and finally settled in the manner and upon the terms and conditions set forth in the **Agreement** because this settlement will: (i) fully resolve all matters raised in the **Action** pertaining to the **Vehicles**; (ii) avoid the substantial expense, burdens and uncertainties associated with continued litigation of the **Action**; and (iii) maintain and preserve the goodwill of **Defendant**, and promote customer satisfaction in connection with the **Vehicles** and other **GM** products.

9. Plaintiffs and **Defendant**, therefore, agree that, subject to the approval of the Court, the **Action** shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions, each party to bear its own costs, except as otherwise noted herein:

B. DEFINITIONS

As used in the **Agreement**, and exhibits hereto, the following terms have the meanings specified below:

1. "**Action**" means the litigation entitled *In re General Motors Corporation Speedometer Litigation*, MDL Case NO. 1896 and includes, at the present time, the following lawsuits: *Kevin Zwicker, and Teresa Palmer, et al. v. General Motors Corporation*, Case No. C07-0291 JCC, pending in the United States District Court, Western District of Washington at Seattle; *Roy Falk, Lee Kratzer, Barbara McRae, v. General Motors Corporation*, Case No. C 07 1731 JL, pending in the United States District Court, Northern District of California; and *Robert W. Christensen, Terry M. Kelly and Peggy Kelly v. General Motors Corporation*, Case No. CV07-0512-HA, pending in the United States District Court for the District of Oregon. The term the "**Action**" will also include any additional cases that become part of the *In re General Motors Corporation Speedometer Litigation* before the time **Judgment** is entered.

2. "**Attorneys' Fees**" means the amount awarded by the Court to **Class Counsel** to compensate them, and any other attorneys for Plaintiffs or the **Settlement Class**, for their **Attorneys' Fees** in connection with prosecuting the **Action**. **Attorneys' Fees** will not exceed \$2,300,000.00.

3. "**Authorized Dealer**" means any Cadillac, Chevrolet, or GMC dealer in the United States that is a signatory to an existing and effective General Motors Corporation Dealer Sales and Service Agreement.

4. "**Claim Form**" means the form, in substantially the form attached hereto as Exhibit C and incorporated herein by reference, to be sent to **Settlement Class Members** with the **Settlement Class Notice**.

5. "**Class Counsel**" means the following attorneys, who are the attorneys of record

representing the interests of Plaintiffs and **Settlement Class Members**.

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111

Kim D. Stephens
Beth E. Terrell
Tousley Brain Stephens PLLC
1700 Seventh Avenue, Suite 2200
Seattle, Washington 98101-4416

Gary E. Mason
The Mason Law Firm, PC
1225 19th Street NW, Suite 500
Washington, DC 90036

Keven L. Oufnac
Kahn Gauthier Swick LLC
650 Poydras Street, Suite 2150
New Orleans, Louisiana, 70130

6. "**Class Notice**" means the notice, substantially in the form attached hereto as Exhibit D and incorporated herein by reference, provided to **Settlement Class Members** after the court issues the **Preliminary Approval Order**.

7. "**Defendant's Counsel**" means the law firm of Sedgwick, Detert, Moran & Arnold, 801 S. Figueroa Street., 19th Floor, Los Angeles, California 90017-5556, attorneys of record for General Motors Corporation.

8. "**Effective Date of Settlement**" means five (5) business days after the later of (a) the date upon which the time for seeking appellate review of the **Judgment** shall have expired, or all appellate challenges to the **Judgment** shall have been dismissed with prejudice without any person having any further right to seek appellate review of the **Judgment**; or (b) the date upon which the time for seeking appellate review of any appellate decision affirming the **Judgment** shall expire, or all appellate challenges to the **Judgment** shall have been dismissed with prejudice without any person having any further right to seek appellate review thereof.

9. "**Judgment**" means the **Judgment**, substantially in the form attached hereto as Exhibit E and incorporated herein by reference, to be entered by the Court in the **Action** finally approving this **Agreement**.

10. "**Preliminary Approval Order**" means the Court's preliminary approval of the terms of this **Agreement** as fair, adequate, and reasonable, including the Court's approval of the form and manner of giving notice to **Settlement Class Members**, substantially in the form attached hereto as Exhibit F and incorporated herein by reference.

11. "**Released Claims**" means any and all past, present, and future claims, demands, causes of actions or liabilities, including but not limited to those for alleged violations of any state or federal statutes, rules or regulations, and all common law claims, and including **Unknown Claims** as defined herein, based on or related in any way to an allegedly defective instrument cluster, speedometer, or stepper motor in any of the **Vehicles** or the factual allegations and claims made in the **Action**. This release expressly does not apply to claims for personal injury.

12. "**Settlement Class**" or "**Settlement Class Members**" means all current United States owners and lessees of Model Year 2003-2005 General Motors GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models included in the GMT 800 Platform, and owned by the **Settlement Class** are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT. Excluded is any person, firm, corporation, trust or other entity related to or affiliated with **Defendant** General Motors and Defendant's legal representatives, assigns and successors. Also excluded is any person who has or had an action for personal injury or death against General Motors as a result of an allegedly defective instrument cluster, speedometer, or stepper motor in any of the subject **Vehicles**, the judge to whom this case is assigned and any member of the judge's immediate family.

13. "Special Coverage" means the campaign GM commenced on or about September 28, 2007 in connection with repairs or reimbursement for owners of certain makes, models and model years of the Vehicles as more fully described in the Special Coverage Service Bulletin and sample customer letter attached hereto as Exhibit A and incorporated herein by reference.

14. "Unknown Claims" means any Released Claim that any plaintiff or Settlement Class Member does not know or suspect to exist at the time of the release provided for herein, including without limitation, any act or omission in any way related to the instrument panel, speedometer, or stepper motors in the Vehicles or factual allegations and claims made in the Action even if such knowledge would have materially affected the decision to remain in the Settlement Class and not to object to the Agreement.

15. "Vehicles" means Model Year 2003-2005 General Motors GMT800 Platform automobiles manufactured on or before December 31, 2004. The makes and models included in the Settlement Class are Chevrolet – Avalanche, Silverado, Suburban, and Tahoe; GMC – Sierra, Yukon and Yukon XL; Cadillac – Escalade, Escalade ESV, and Escalade EXT.

C. SETTLEMENT CLASS RELIEF, ATTORNEYS' FEES, AND COSTS

1. Extension Of Special Coverage Campaign: GM agrees to extend the Special Coverage to the Vehicles identified herein in Section B(15), subject to the terms and limitations described in the Special Coverage documents attached as Exhibit A. The extension of the Special Coverage campaign will include model year 2005 GMT800 platform Vehicles with build dates on or before December 31, 2004. GM further agrees to complete the Special Coverage Campaign, as described in paragraph A-3 and Exhibit A to this Agreement.

2. Replacement Instrument Cluster To Be Provided For Vehicles Between 70,000 And 80,000 Miles At No Cost: GM further agrees to provide a replacement instrument cluster for the Vehicles at no cost in the event any current owner or lessee has a Vehicle which

experiences a verified instrument panel stick, flutter or failure between 70,000 and 80,000 miles. Under this term, GM will provide the instrument cluster part only and will not pay for any additional costs in connection with such cluster replacement, including diagnosis or labor.

3. Reimbursement: In addition to the reimbursement described in the **Special Coverage**, GM further agrees to reimburse current owners and lessees of the **Vehicles**, for instrument cluster cost only, if those owners and lessees paid for an instrument cluster to be replaced in his/her **Vehicle** when the mileage on the **Vehicle** was between 70,000-80,000 miles. Such reimbursement shall be processed according to the procedures, terms and conditions outlined in the Customer Reimbursement Procedure and Customer Reimbursement **Claim Form** attached as Exhibit C and incorporated herein by reference.

4. Attorneys' Fees: Prior to the Fairness Hearing and entry of the **Judgment**, **Class Counsel** agrees to make, and **Defendant** agrees not to oppose, an application to the Court for **Attorneys' Fees** not to exceed the total sum of \$2,300,000.00. Payment of **Attorneys' Fees** will not reduce benefits being made available to **Settlement Class Members**, and **Settlement Class Members** will not be required to pay any portion of the **Attorneys' Fees**. The **Class Notice** will advise the **Settlement Class Members** of **Class Counsel's** intent to seek **Attorneys' Fees**, including the amount of such fees.

5. Timing Of Payment Of Attorneys' Fees: A portion of the **Attorneys' Fees**, if awarded by the Court, and in the amount up to \$1,800,000.00, shall be paid to **Class Counsel** by **Defendant** within fifteen (15) business days after the court issues an order preliminarily approving the settlement and the attorney's fees. Such payment is contingent on **Class Counsel** providing to **Defendant's Counsel** documentation demonstrating **Class Counsel's** ability to repay the \$1,800,000 in fees, no later than five (5) business days after the court issues an order preliminarily approving the settlement and upon the court's preliminary approval of an **Attorneys' Fees** award and upon the receipt of appropriate taxpayer identification information.

Defendant shall pay any remaining amount of the **Attorneys' Fees** ("Second Payment"), as awarded by the Court, no later than fifteen (15) business days after the **Effective Date of Settlement**. In no event shall the **Defendant** pay or be required to pay more than \$2,300,000.00 in **Attorneys' Fees** to **Class Counsel**, except that **Defendant** will pay interest in the amount of 6% per annum on the Second Payment of **Attorneys' Fees** awarded by the Court beginning on the day the court enters the **Judgment** and ending on the date the **Attorneys' Fees** are paid to **Class Counsel**. It is understood that for each payment of **Attorneys' Fees**, **Defendant** will only need to transmit one payment to a "**Designated Class Counsel Payee**", and that the **Designated Class Counsel Payee** shall be Tousley Brain Stephens PLLC, 1700 Seventh Avenue, Suite 2200, Seattle, Washington 98101-4416. It is further understood that **Designated Class Counsel Payee** shall be responsible for distribution to all **Class Counsel** of any proportionate attorney fee. **Designated Class Counsel Payee** shall receive one payment for expense reimbursement owed by **Defendant** to **Class Counsel**.

6. **Designated Payee For Attorneys' Fees:** **Class Counsel's "Designated Payee"** will allocate and distribute the award of **Attorneys' Fees** and Expenses among all other counsel for the **Settlement Class**. **Defendant** shall have no responsibility for and no liability with respect to the allocation of the **Attorneys' Fees** and Expenses among any counsel representing the **Settlement Class**, or any other person who may assert some claim thereto, and the **Defendant** takes no position with respect to such matters. **Defendant's** only obligation is to pay the Court Ordered **Attorneys' Fees** and Expenses to the "**Designated Payee**" of **Class Counsel**.

7. **Payment Of Costs/Expenses:** **Defendant** agrees to pay after entry of the **Judgment** and within fifteen (15) business days after the **Effective Date of Settlement** reasonable and necessary costs and expenses (not including **Attorneys' Fees**) incurred by **Class Counsel** in the prosecution of the **Action**, in an amount not to exceed \$72,000, subject to an order from the court awarding such costs/expenses. Receipts for the costs and expenses will be

submitted to **Defendant's Counsel** for approval as soon as possible. If there is an unresolved dispute as to the eligibility of any submitted item or items, the dispute will be mediated with the Hon. Edward Infante and if no agreement is reached, Judge Infante will decide the disputed issue, and his decision will be final and binding on the parties. If Judge Infante is unwilling or unable to serve, another neutral third party will be selected by the parties or, if the parties cannot agree, selected by JAMS. The cost of this procedure will be equally split between **Defendant** and **Class Counsel**.

8. Payment Of Incentive Payments To Named Class Representatives By Class Counsel: **Class Counsel** has agreed to pay, after entry of the **Judgment**, and within ten (10) business days after the **Effective Date of Settlement**, incentive payments of \$1,500 to each of those individuals who remain as named Class Representatives in the **Action** at the time **Judgment** is entered. Such incentive payments are to be paid by and from **Class Counsel**. **Defendant** shall not be responsible for payment of such incentive payments.

9. No Additional Payments For Party Fees, Costs, Or Disbursements: **Defendant** shall have no liability or obligation to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of, any person, either directly or indirectly, in connection with this **Action**, the **Agreement**, or the proposed settlement, other than the amounts expressly provided for in the **Agreement**.

10. Preliminary Approval Order: Promptly after execution, Plaintiffs shall submit this **Agreement** and its exhibits to the Court and apply for a **Preliminary Approval Order** which contains substantially all of the terms and provisions in Exhibit F attached hereto, including approving the **Class Notice**, **Claim Form**, notification procedure, and the provisions for **Settlement Class Members** to opt out or object as set forth herein.

11. Release And Waiver: Each Plaintiff and **Settlement Class Member** stipulates and agrees that, upon the **Effective Date of Settlement**, he, she, or it shall be deemed to have,

and by operation of the **Judgment** shall have, released, waived and discharged his, her or its **Released Claims** as defined herein and shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, or of any similar law, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Upon entry of the **Judgment**, each Plaintiff and **Settlement Class Member** shall be deemed to have, and by operation of the **Judgment** shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by any law of the United States, or any state of the United States, or principle of common law that is similar, comparable or equivalent to § 1542 of the California Civil Code. The Plaintiffs and **Settlement Class Members** may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the **Released Claims**, but each Plaintiff and **Settlement Class Member**, upon entry of the **Judgment**, shall be deemed to have, and by operation of law shall have, fully, finally and forever settled, released and discharged any and all **Released Claims**, known claims or **Unknown Claims**, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, that now exist or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

D. NOTICE

1. Notice shall be provided to **Settlement Class Members** by direct mail. General Motors shall obtain from the R L Polk Company (Polk) names and addresses for registered

owners of the **Vehicles** for use in connection with the mailing of **Class Notice** in accordance with applicable law.

2. As soon as reasonably practicable after entry of the Preliminary Approval Order, Defendant or Polk shall request authorization to use name and address information for all current owners of the **Vehicles** from the appropriate state officials in each of the fifty states. No later than 75 days after Polk has obtained and compiled the necessary mailing information, **GM** at its own expense shall cause to be mailed by first class mail the **Class Notice** and **Claim Form** to each **Settlement Class Member**.

3. A settlement website (www. _____ .com) and toll-free number (1-____-____-____) will indicate when, and if, the court issues a final order approving the settlement. If the court issues a final order approving the settlement, the settlement website and toll-free number will also indicate the **Effective Date of Settlement** thereby allowing **Settlement Class Members** to determine when, and if, they are entitled to settlement benefits, in addition to the benefits already available to some **Settlement Class Members** pursuant to the terms of the existing **Special Coverage Campaign**.

E. REQUESTS FOR EXCLUSION

1. Any Putative **Settlement Class Member** who wishes to be excluded from the **Settlement Class** must deliver a written request for exclusion to:

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111
Fax: (415) 433-7311

and

Jacqueline Jauregui
Armand Mines
Sedgwick, Detert, Moran & Arnold
801 S. Figueroa Street, 19th Floor
Los Angeles, CA 90017
Fax: (213) 426-6921

The request must be postmarked no later than twenty (20) days before the Fairness Hearing, or as the Court otherwise may direct. Copies of any requests received by **Class Counsel** shall be forwarded immediately to **Defendant's Counsel**. The original requests for exclusion shall be filed by **Class Counsel** with the Court before the Fairness Hearing.

2. Any putative **Settlement Class Member** who does not file a timely written request for exclusion shall be bound by all subsequent proceedings, orders and **Judgments** in the **Action**, even if he or she has pending or subsequently initiates litigation against the **Defendant** relating to any of the claims released in this **Action**.

3. The named Plaintiffs agree that they will not opt out of the **Settlement Class**.

F. OBJECTIONS TO SETTLEMENT

1. Any **Settlement Class Member** who has not submitted a timely written request for exclusion and who wishes to object to the **Agreement**, the proposed settlement, or to the award of **Attorneys' Fees**, must serve a written objection received by **Class Counsel** and **Defendant's Counsel** and file marked by the Court, no later than twenty (20) days before the Fairness Hearing or as the Court otherwise may direct. Written objections must include: (i) the objector's name, address and telephone number; (ii) the Vehicle Identification Number of the **Vehicle** that makes the objector a member of the **Settlement Class**; (iii) the name of this case and the case number, (iv) a statement of each objection; and (v) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). If the objection is presented through an attorney, the written objection must also include: (i) the identity and number of **Settlement Class Members** represented by objector's counsel; (ii) the number of such represented **Settlement Class Members** who have opted out of the settlement; (iii) the number of such represented

Settlement Class Members who have remained in the settlement and have not objected; (iv) the date the objector's counsel assumed representation for the objector, and (v) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. Objecting **Settlement Class Members** must also make themselves available for deposition by **Class Counsel** or **Defendant's Counsel** in their state of residence, between the time the objection is filed and the date of the Fairness Hearing, and the objection must include the date, time and location where the objecting **Settlement Class Member** will be available for deposition.

2. Any **Settlement Class Member** who properly files and serves a written objection may appear at the Fairness Hearing, either in person or through a personal counsel hired at the **Settlement Class Member's** expense, to object to the fairness, reasonableness, or adequacy of the **Agreement** or the proposed settlement, or to the award of **Attorneys' Fees**. **Settlement Class Members**, or their attorneys, intending to make an appearance at the Fairness Hearing; must deliver to **Class Counsel** and **Defendant's Counsel**, and have file-marked by the Court, no later than twenty (20) days before the Fairness Hearing or as the Court otherwise may direct, a Notice of Intention to Appear. The Notice of Intention to Appear must: (i) state how much time the **Settlement Class Member** and/or their attorney anticipates needing to present the objection; (ii) identify, by name, address, telephone number and detailed summary of testimony, all witnesses the **Settlement Class Member** and/or their attorney intends to present any testimony from; and (iii) identify all exhibits the **Settlement Class Member** and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits.

3. Any **Settlement Class Member** and/or their attorney who fails to comply with the provisions of the preceding subsections shall waive and forfeit any and all rights he or she

may have to appear separately and/or object, and shall be bound by all the terms of the **Agreement**.

4. The provisions of Section F of this **Agreement** are not intended to apply to any Appropriate Federal and State Officials, as that term is defined in 28 USC 1715. Those appropriate Federal and State Officials shall file any objection or comment concerning the settlement in the format and at the time the Court shall order at the time it makes its preliminary fairness determination. **GM** shall be responsible for giving any notice to Appropriate Federal and State Officials which may be required under 28 USC 1715.

G. GENERAL PROVISIONS

1. The terms and provisions of the **Agreement** may only be amended, modified or expanded by written agreement of the Parties.

2. The **Agreement** will terminate at the sole option and discretion of the **Defendant** or Plaintiffs if: (i) the Court, or any appellate court(s), rejects, modifies or denies approval of any material portion of the **Agreement** or the proposed settlement, including, without limitation, the terms of relief, the findings of the Court, the provisions relating to notice, the definition of the **Settlement Class** and/or the scope or terms of the **Released Claims**; or (ii) the Court, or any appellate court(s), does not enter or affirm, or alters or expands, any material portion of the Final **Judgment**. The terminating party must exercise the option to withdraw from and terminate the **Agreement**, in writing, no later than fifteen (15) business days after receiving notice of the event prompting the termination

3. The **Defendant** may elect to terminate the **Agreement** if it is required to pay any amount or take any action not agreed upon herein by the Parties, or if more than 50,000 **Settlement Class Members** opt out of the **Settlement Class**.

4. If the **Agreement** is terminated, then the **Agreement** shall be null and void and

shall have no force or effect, and no party to the **Agreement** shall be bound by any of its terms, and:

- a. The **Agreement**, all of its provisions, and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the **Defendant**, Plaintiffs or any other **Settlement Class Member**, all of whom shall be restored to their respective positions existing immediately before the execution of the **Agreement**;
- b. **Defendant** reserves all defenses, arguments and motions as to all claims that have been or might later be asserted in the **Action**, including (without limitation) any argument that the **Action** may not be litigated as a class action;
- c. Plaintiffs reserve all motions as to, and arguments in support of, all claims that have been or might later be asserted in the **Action**;
- d. Neither the **Agreement**, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever, and the settlement negotiations shall remain confidential; and
- e. Any order or **Judgment** entered as a result of the **Agreement** will be deemed vacated and will be without force or effect, and shall be inadmissible into evidence for any purpose whatsoever.

5. The **Agreement** shall be governed by and interpreted according to the law of the State of Michigan.

6. If any disputes arise regarding the implementation or interpretation of this **Agreement**, the parties will submit the dispute to the United States District Court, Western

District of Washington. To that end, the Parties will ask the court to exercise continuing jurisdiction over the settlement until all disputes, if any, are concluded.

7. Whenever the **Agreement** requires or contemplates that one Party shall or may give notice to the other, notice shall be provided by facsimile and/or next-day (excluding Sunday) express delivery service as follows:

If to **Defendant**, then to:

Jacqueline Jauregui
Arnand Mines
Sedgwick, Detert, Moran & Arnold
801 S. Figueroa Street, 19th Floor
Los Angeles, CA 90017
Fax: (213) 426-6921

If to **Plaintiffs**, then to:

Michael F. Ram
Karl Olson
Levy, Ram & Olson
639 Front Street, Fourth Floor
San Francisco, CA 94111
Fax: (415) 433-7311

8. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of the **Agreement**.

9. All Parties agree that the **Agreement** is clear and unambiguous and was drafted by counsel for the Parties at arm's length, and that no parol or other evidence may be offered to explain, construe, contradict or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which the **Agreement** was made or executed.

10. This **Agreement** and Exhibits hereto constitute the entire agreement among the Parties. No representations, warranties or inducements have been made to any party concerning the settlement, **Agreement** or exhibits thereto other than are contained in the **Agreement** and

exhibits.

11. In no event shall the **Agreement**, any of its provisions or any negotiations, statements, or court proceedings relating hereto in any way be construed as, offered as, received as, or used as an admission of liability in any judicial, administrative, regulatory, arbitration or other proceeding. Further, this **Agreement** shall not be offered or admitted into evidence in any proceeding, except the proceeding to seek Court approval of this settlement or in a proceeding to enforce the terms of the settlement.

12. The Parties, their successors and assigns, and their attorneys undertake to implement the terms of the **Agreement** in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of the **Agreement**.

13. The Parties, their successors and assigns, and their attorneys agree to cooperate fully with one another in seeking Court approval of the **Agreement** and to use their best efforts to effect the prompt consummation of the **Agreement** and the proposed settlement.

14. Each person executing this **Agreement** warrants that he or she has the authority to do so.

15. The **Agreement** may be signed in counterparts, each of which shall constitute a duplicate original. Signatures can be obtained and exchanged by fax or e-mail.

APPROVED AND AGREED TO BY AND ON BEHALF OF PLAINTIFFS

By: _____ Date:
Kevin Zwicker

By: _____ Date:
Teresa Palmer

By: _____ Date:
Roy Falk

exhibits.

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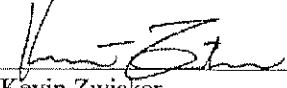
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By: 
Kevin Zwicker

Date: 2/19/08

By: _____
Teresa Palmer

Date:

By: _____
Roy Falk

Date:

exhibits.

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By: _____
Kevin Zwicker

Date:

By: Teresa Palmer
Teresa Palmer

Date: 2/20/2008

By: _____
Roy Falk

Date:

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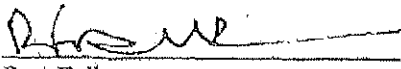
APPROVED AND AGREED TO BY AND ON BEHALF OF PLAINTIFFS

By: _____
Kevin Zwicker

Date:

By: _____
Teresa Palmer

Date:

By: 
Roy Falk

Date: 02/18/08

By: Lee Kratzer
Lee Kratzer

Date: 2-20-08

By: _____
Barbara MoRae

Date:

By: _____
Robert W. Christensen

Date:

By: _____
Terry M. Kelly

Date:

By: _____
Peggy Kelly

Date:

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS CORPORATION

By: _____
Authorized Representative of
General Motors Corporation

Date:

By: Lee Kratzer

Date:

By: Barbara McRae
Barbara McRae

Date: 2/19/08

By: Robert W. Christensen

Date:

By: Terry M. Kelly

Date:

By: Peggy Kelly

Date:

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS CORPORATION

By: _____
Authorized Representative of
General Motors Corporation

Date:

By: _____
Lee Kratzer

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By: _____
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Date: 2/19/08

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Terry M. Kelly

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Date:

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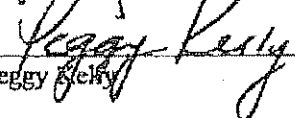
Date:

By: _____
Robert W. Christensen

Date:

By:  _____
Terry Kelly

Date: FEB 19, 2008

By:  _____
Peggy Kelly

Date: 2 19 2008

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By: _____
Authorized Representative of
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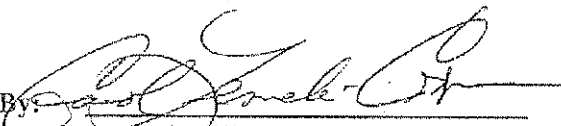
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Terry M. Kelly

Date:

By: _____
Peggy Kelly

Date:

APPROVED AND AGREED TO BY DEFENDANT GENERAL MOTORS CORPORATION

By: 

Authorized Representative of
General Motors Corporation

Date: 2-25-08

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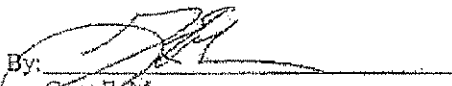
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Attorneys for Plaintiffs

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