

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.
: :
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)
f/k/a General Motors Corp., *et al.* :
: :
Debtors. : (Jointly Administered)
: :
-----X
KELLY CASTILLO, NICHOLE BROWN, : Adv. Proc. No. 09-00509
BRENDA ALEXIS DIGIAN DOMENICO, : :
VALERIE EVANS, BARBARA ALLEN, : Return Date: March 25, 2010
STANLEY OZAROWSKI, AND DONNA : :
SANTI, : Time: 9:45 a.m.
: :
Plaintiffs, :
: :
v. :
: :
General Motors Company, f/k/a New General :
Motors Company, Inc., :
Defendant. :
: :
-----X
GENERAL MOTORS LLC, :
Counterclaimant, :
: :
v. :
: :
KELLY CASTILLO, NICHOLE BROWN, :
BRENDA ALEXIS DIGIAN DOMENICO, :
VALERIE EVANS, BARBARA ALLEN, :
STANLEY OZAROWSKI, DONNA SANTI, :
LAKINCHAPMAN LLC, ROBERT W. :
SCHMIEDER, II, AND MARK L. BROWN, :
Counterdefendants. :
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NEW GM'S RESPONSE TO PLAINTIFFS' STATEMENT OF UNDISPUTED FACTS IN
SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT
AS TO COUNT I, ONLY, FOR EXPRESS ASSUMPTION OF LIABILITY

Defendant and counterclaimant General Motors LLC (“New GM”) responds as follows to Plaintiffs’ Statement of Undisputed Facts:

1. Undisputed.
2. Undisputed that plaintiffs made these allegations and claims in the Class Action in the complaints attached to the First Amended Complaint herein as Exhibits D, E and F.
3. Undisputed that the cited paragraphs accurately quote Exhibit D; by its express terms, however, the warranty does not warrant a “defect free” vehicle and does not cover “design defects.”
4. Undisputed, but not relevant to the issues before the Court.
5. Undisputed that Exhibit H is accurately quoted.
6. Undisputed.
7. Undisputed, but irrelevant to the issues before the Court. The breach of express warranty count did not assert any claims against MLC involving alleged liability under the terms, conditions and limitations of Saturn’s standard limited new vehicle warranty.
8. Undisputed that Exhibit I is accurately quoted.
9. Undisputed, but irrelevant to the issues before the Court. The breach of express warranty count did not assert any claims against MLC involving alleged liability under the terms, conditions and limitations of Saturn’s standard limited new vehicle warranty.
10. Undisputed.
11. Undisputed that Exhibit B is accurately quoted.
12. Undisputed that Exhibit B is accurately quoted.
13. Undisputed that Exhibit B is accurately quoted.
14. Undisputed that Exhibit B contains the quoted language in its definition of “Released Claims.”
15. Undisputed.

16. Undisputed, but irrelevant to the issues before the Court. The breach of express warranty count did not assert any claims against MLC involving alleged liability under the terms, conditions and limitations of Saturn's standard limited new vehicle warranty.

17. Undisputed.

18. Undisputed, but irrelevant to the issues before the Court. The breach of express warranty count did not assert any claims against MLC involving alleged liability under the terms, conditions and limitations of Saturn's standard limited new vehicle warranty.

19. Undisputed that Exhibit L is a true and correct copy of Plaintiffs' Memorandum in Support of Final Approval of the Class Settlement; undisputed that New GM disputes plaintiffs' characterization.

20. Undisputed, except that the judgment while signed on April 14, 2009 was not entered by the Court until April 16, 2009.

21. Undisputed.

22. Undisputed that Exhibit A is accurately (albeit incompletely) quoted.

23. Undisputed.

24. Undisputed that, except for the intervention of the automatic stay on June 1, 2009, MLC was to have given the notice ten business days after the expiration of the time to appeal of the Final Judgment, or June 2, 2009 at the earliest.

25. Undisputed.

26. Undisputed that Exhibit M is a copy of a motion which Old GM filed in its bankruptcy case, the terms of which speak for themselves and do not include liability under the Settlement as a "warranty" obligation or "consumer program."

27. Undisputed.

28. Undisputed that New GM accepted responsibility for Assumed Liabilities as defined in the ARMSPA which did not include liability under the Settlement.

29. Undisputed that New GM continued, for a period of time, Old GM's voluntary customer satisfaction program in the case of so-called "fresh failures." The invoices attached to

the First Amended Complaint as Exhibits O, P, Q and R are inadmissible hearsay and lack foundation.

30. Undisputed.

31. Undisputed, but irrelevant to the issues before the Court.

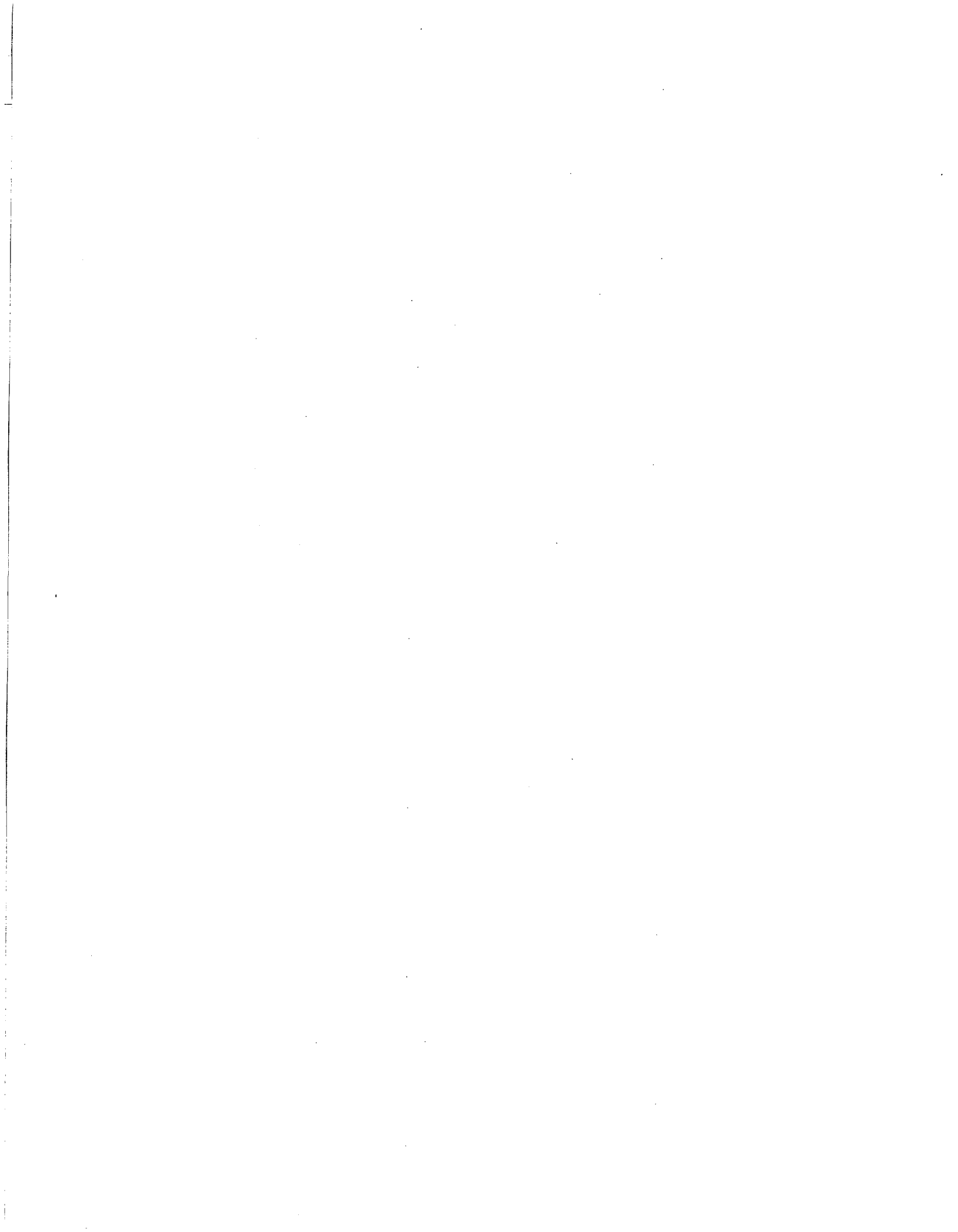
32. Undisputed that New GM ended its voluntary "fresh failures" customer satisfaction program on September 28, 2009. Mr. Richardson's declaration is not relevant to any issue before the Court and contains inadmissible hearsay.

New York, New York
Dated: January 22, 2010

/s/ Gregory R. Oxford

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Tana Burton

From: Docket
Sent: Friday, January 22, 2010 2:44 PM
To: Tana Burton
Subject: FW: 09-00509-reg Counterstatement of Undisputed Fact

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U.S. Bankruptcy Court

Southern District of New York

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Case Name: Castillo et al v. General Motors Company
Case Number: 09-00509-reg
Document Number: 27

Docket Text:

Counterstatement of Undisputed Fact filed by Gregory Oxford on behalf of General Motors Company. (Oxford, Gregory)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:New GM's Response to Plaintiffs' Statement of Undisputed Facts.pdf

Electronic document Stamp:

[STAMP NYSBStamp_ID=842906028 [Date=1/22/2010] [FileNumber=7502532-0]
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4e9b6867037a669b48cb644c8c8dd54c23689167594f3d9a50a6b283da4]]

09-00509-reg Notice will be electronically mailed to:

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09-00509-reg Notice will not be electronically mailed to:

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