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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **COUNTY OF LOS ANGELES**
24 **CENTRAL CIVIL WEST COURTHOUSE**

25 Coordination Proceeding Special Title
26 (Rule 1550(c))

27 **GENERAL MOTORS CASES**

28 This Document Relates to:

JASON ANDERSON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS CORPORATION,

Defendant.

~~ORIGINAL FILED~~
~~FEB 27 2009~~
~~LOS ANGELES~~
~~SUPERIOR COURT~~

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MAR 05 2009

LOS ANGELES
SUPERIOR COURT

Judicial Council Proceeding No. 4396

Orange County Superior Court No.
04CC00554.

CERTIFIED CLASS ACTION

The Honorable Peter D. Lichtman

FINAL JUDGMENT

1 This matter having come before the Court on the application of Representative Plaintiff Jason
2 Anderson, individually and as a representative of a class of similarly situated persons (collectively,
3 "Plaintiffs"), and General Motors Corporation ("GM") for approval of the Settlement set forth in the
4 Stipulation of Settlement and the exhibits thereto (collectively the "Agreement"), and the Court having
5 considered all papers filed, all evidence submitted and proceedings had herein and otherwise being
6 fully informed;

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1. The Court has jurisdiction over the subject matter of this litigation, and over all parties
9 to the litigation, including all members of the following Class defined in the Court's previous order
10 granting class certification: "All California owners and lessees of 1999-2003 model year Chevrolet
11 Silverados equipped with a 4.8 liter (LR4, 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18)
12 engines who (1) Have an engine "knock, ping or slap" noise in their vehicles; and (2) Were not given
13 notice of the condition giving rise to or the terms and conditions of GM's Engine Knock Noise
14 Adjustment Program." For purposes of this Settlement and the Final Judgment, "engine knock, ping or
15 slap noise" has the same meaning as "Start Noise" (i.e., piston or piston pin noise that occurs at initial
16 start up and disappears shortly after the engine warms up) or "Constant Noise" (i.e., piston or piston
17 pin noise that is not Start Noise), as those terms are defined in the Agreement. Excluded from the
18 Class are those California owners and lessees of 1999-2003 model year Chevrolet Silverados who
19 timely requested to be excluded from the Class on or prior to August 15, 2007. Subrogees, assignees
20 and other third parties are not Class Members, are not eligible to receive any benefits under this
21 Settlement and are not subject to any releases executed by or on behalf of the Representative Plaintiff
22 or Class Members.

23 2. Pursuant to Section 382 of the Code of Civil Procedure, the Court hereby finds that the
24 members of the proposed Class are so numerous that joinder of all members is impracticable, that there
25 are questions of law and fact common to the Class, that the claims of the named plaintiff are typical of
26 the claims of Class and that Representative Plaintiff, Jason Anderson, and the law firm of Girard Gibbs
27 LLP, as Class Counsel, have fairly and adequately represented the Class and will continue to do so.
28 The Court further finds that questions of fact common to the Class predominate over factual questions

1 affecting only individual members and that a class action is superior to other available methods for the
2 fair and efficient adjudication of the controversy. Accordingly, the Court reaffirms its prior
3 certification of the Class as defined in paragraph 1 above and hereby finds that, for settlement
4 purposes, and for purposes of the Agreement and the Settlement, the Action and the above-defined
5 Class meet the requirements for the bringing and maintenance of a class action set forth in section 382
6 of the Code of Civil Procedure.

7 3. The Court hereby finds that: (a) the Settlement memorialized in the Agreement has been
8 entered into in good faith and was concluded shortly before trial after Class Counsel and GM had
9 conducted extensive discovery, investigation and legal research concerning the issues raised by
10 Plaintiff's claims; (b) the Settlement evidenced by the Agreement is fair, reasonable and adequate as to,
11 and in the best interests of, the Class Members; (c) the Settlement delivers benefits to the Class in a
12 reasonably timely manner while resolving complex issues that would require expensive and long-
13 lasting litigation; (d) the Agreement was the result of extensive arms' length negotiations among highly
14 experienced counsel, with full knowledge of the risks inherent in this litigation and under the
15 supervision of Los Angeles Superior Court Judge Carl J. West, an experienced settlement judge; (e)
16 there is no evidence of collusion or fraud in connection with the Settlement; (f) the investigation and
17 discovery conducted to date suffices to enable the parties and the Court to make an informed decision
18 as to the fairness and adequacy of the Settlement; (g) the case raised complex and vigorously contested
19 issues of law and fact that would result in complex, expensive, and lengthy litigation; (h) Plaintiff faced
20 significant risks in establishing liability and damages; and (i) the release is tailored to address the
21 allegations in the case.

22 4. The Court hereby finds that the Agreement and Settlement are, in all respects, fair,
23 reasonable, and adequate, and in the best interests of the Class. The Court grants final approval of the
24 Agreement and Settlement, and directs the Parties to perform the terms of the Agreement.

25 5. Upon the Effective Date set forth in the Agreement, the Representative Plaintiff and the
26 Class Members, by operation of this Judgment, shall have hereby released, waived and discharged any
27 and all claims, demands, causes of action or liabilities, including but not limited to those for alleged
28 violations of any state or federal statutes, rules or regulations, and all common law claims, including

1 Unknown Claims as defined in the Agreement, based on or in any way related to the factual allegations
2 and legal claims that were made in the Action, including any claim that any repair should have been
3 paid for, reimbursed or provided to Class Members pursuant to the Motor Vehicle Warranty
4 Adjustment Programs law, Civ. Code § 1795.90 *et seq.* Upon the Effective Date set forth in the
5 Agreement, the Representative Plaintiff and Class Members, by operation of this Judgment, also shall
6 have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
7 and benefits of Section 1542 of the California Civil Code, and of any similar law of any other state,
8 which provides: "a general release does not extend to claims which the creditor does not know or
9 suspect to exist in his or her favor at the time of executing the release, which if known by him or her
10 must have materially affected his or her settlement with the debtor." Claims for personal injury or
11 claims based on or related to engine noise conditions in Class Vehicles other than Start Noise or
12 Constant Noise are not released, waived or discharged by this Judgment. Consistent with the express
13 terms of the Agreement, subrogation claims are not being released as part of this Judgment.

14 6. Upon the Effective Date, GM shall be deemed to have released, waived and discharged
15 any and all claims or causes of action, known or unknown, against the Representative Plaintiff or Class
16 Counsel based on or in any way related to any of the allegations, acts, omissions, transactions, events
17 or other matters alleged, claimed or at issue in the Action, provided that this release shall not extend to
18 any claim for breach of the Agreement or violation of this Final Judgment.

19 7. The Court hereby orders and declares (a) the Agreement is approved by the Court and
20 shall be binding on all Class Members; and (b) the Agreement as approved by this final judgment is
21 and shall be binding and preclusive in all pending and future lawsuits or other proceedings whether in
22 state or federal court. Each and every term and condition of the Agreement as a whole (including its
23 attached exhibits) is approved as proposed and is to be effective, implemented, and enforced as
24 provided in the Agreement.

25 8. The Court finds that the Class Action Settlement Notice and methodology implemented
26 pursuant to this Court's Preliminary Approval Order provided the best notice practicable under the
27 circumstances. The Court further finds that the Class Action Settlement Notice advised each member
28 of the Class, in plain easily understood language: (a) the nature of the suit; (b) the definition of the

1 Class certified; (c) the class claims, issues, and defenses; (d) the nature of the settlement benefits
2 available to Class Members under the Settlement; (e) the procedures available to Class Members to
3 claim settlement benefits and for adjudicating disputes relating to eligibility or disbursement of
4 settlement benefits; (f) that a Class Member could enter an appearance through counsel if desired; and
5 (g) that the judgment incorporating the Settlement will fully release GM, dismiss this lawsuit with
6 prejudice, and include and bind all members of the Class who did not timely request exclusion. The
7 Court finds that the Class Action Settlement Notice and methodology fully complied with all
8 applicable legal requirements, including the Due Process Clauses of the Constitutions of the United
9 States and the State of California and the California Code of Civil Procedure and Rules of Court.

10 9. The Court finds that Class Counsel and the Representative Plaintiff adequately
11 represented the Class for purposes of entering into and implementing the Agreement.

12 10. All Class Members are, from this day forward, hereby permanently barred and enjoined
13 from:

14 (a) filing or commencing any lawsuit in any jurisdiction based on or relating to: (i) the
15 claims and causes of action asserted in this Action; (ii) the facts and circumstances relating to this
16 Action; or (iii) the Released Claims, or

17 (b) organizing Class Members, or soliciting the participation of Class Members, in a
18 separate class for purposes of pursuing as a purported class action any other lawsuit (including by
19 seeking to amend a pending complaint to include class allegations, or seeking class certification in a
20 pending action in any jurisdiction) based on or relating to: (i) the claims and causes of action asserted
21 in this Action; (ii) the facts and circumstances relating to this Action; or (iii) the Released Claims.

22 11. Representative Plaintiff is awarded an Incentive Award in the total sum of \$ 7,500.
23 Class Counsel are hereby awarded the total sum of \$ 1,950,000 in Attorneys' Fees, and the total sum of
24 \$ 212,500 in Documented Costs and Expenses. Defendant shall pay the Incentive Award, Attorneys'
25 Fees and Documented Costs and Expenses in accordance with the Agreement. GM shall have no
26 responsibility for and no liability with respect to the allocation of Attorneys' Fees to Class Counsel or
27 any other person who may assert some claim thereto.

28 12. The terms of the Agreement as approved by this final judgment shall be forever binding

1 on, and shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other
2 proceedings that may be maintained by or on behalf of the Representative Plaintiff or any Class
3 Members, as well as their collective heirs, executors, administrators, successors and assigns, relating to
4 the Action and/or the Released Claims (as defined in the Agreement).

5 13. Neither this Final Judgment nor the Agreement (nor any document referred to herein or
6 any action taken to carry out this Final Judgment) is, may be construed as, or may be used as an
7 admission by GM of the validity of any claim, of actual or potential fault, wrongdoing or liability
8 whatsoever. Entering into or carrying out the Agreement and any negotiations or proceedings relating
9 to the Settlement shall not in any event be construed as, or deemed to be evidence of, an admission or
10 concession of GM and shall not be offered or received into evidence in any action or proceeding
11 against any party hereto in any court, judicial, administrative, regulatory hearing, arbitration, or other
12 tribunal or proceeding for any purpose whatsoever, except in a proceeding to enforce the Agreement.
13 This Final Judgment and the Agreement it approves (including exhibits thereto) may, however, be filed
14 in any action against or by GM to support its defense of *res judicata*, collateral estoppel, release, good
15 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
16 similar defense or counterclaim, as set forth in paragraph 12 of this Final Judgment.

17 14. Representative Plaintiff's First Amended Complaint and this entire Action, including all
18 individual claims and Class claims asserted or that could have been asserted herein, is hereby
19 DISMISSED WITH PREJUDICE, without fees, costs, or expenses to any party except as otherwise
20 provided herein.

21 15. Without affecting the finality of this Final Judgment in any way, this Court hereby
22 retains continuing jurisdiction over (a) implementation of the Settlement; (b) payment of Class
23 Members' claims under the Settlement; (c) further proceedings, if necessary, on Plaintiff's and Class
24 Counsel's applications for Attorneys' Fees, Documented Costs and Expenses, or Incentive Awards
25 previously filed herein; and (d) the Parties for purposes of construing, enforcing, or administering the
26 Agreement. If any Party fails to fulfill its obligations completely, the Court retains the power to issue
27 such orders to enforce this Judgment and the Settlement as it deems appropriate after noticed hearing.

28 16. If the Settlement does not become effective in accordance with the terms of the

1 Agreement, then this Final Judgment shall be rendered null and void to the extent provided by and in
2 accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases
3 delivered in connection herewith shall be null and void to the extent provided by and in accordance
4 with the Agreement.

5
6 **IT IS SO ORDERED.**

7 **PETER D. LICHTMAN**

8 Dated: _____

3/5/09

9 **THE HONORABLE PETER D. LICHTMAN**