

**COPY**

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24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
25 **COUNTY OF LOS ANGELES**

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

28 **GENERAL MOTORS CASES**

This Document Relates to:

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

Plaintiff,

v.

GENERAL MOTORS CORPORATION,

Defendant.

Case No. JCCP4396

CERTIFIED CLASS ACTION

~~PROPOSED~~ ORDER  
PRELIMINARILY APPROVING  
STIPULATION OF SETTLEMENT

Hearing Date: November 18, 2008

Time: 9:30 a.m.

Department: CCW 322

Hon. Peter D. Lichtman

**BY FAX**

RECEIVED

NOV 13 2008

Dept. 322

ORIGINAL FILED

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LOS ANGELES  
SUPERIOR COURT

1           WHEREAS, Representative Plaintiff Jason Anderson, individually and as certified  
2 representative of the Class ("Plaintiff") and defendant General Motors Corporation  
3 ("GM") have entered into a Stipulation of Settlement (the "Agreement") subject to the  
4 approval and determination of the Court as to fairness, reasonableness, and adequacy of  
5 the settlement which, if approved, will result in dismissal of the Action with prejudice;  
6 and

7           WHEREAS, terms defined in the Agreement filed by the parties herein will have  
8 the same meaning in this Order,

9           IT IS HEREBY STIPULATED, by and between Representative Plaintiff and GM,  
10 by and through their undersigned counsel, that the Court following its review of the  
11 Stipulation of Settlement and related documents submitted by the parties, may enter its  
12 order as follows:

13           The Court based on its independent review of and due deliberation concerning the  
14 Stipulation of Settlement and related documents hereby orders:

15           1.     **Preliminary Approval.** Based on the facts and legal authorities presented  
16 to the Court throughout the pendency of this Action, the terms of the Agreement and the  
17 Court's independent review, the proposed Agreement appears to be fair, reasonable and  
18 adequate with respect to Class Members as that term is defined in the Stipulation of  
19 Settlement.

20           2.     **Fairness Hearing.**

21           (a)    A hearing will be held on [March 5, 2009 at 1:45 p.m.] in Department  
22 CCW 322 of the Los Angeles Superior Court, Central Civil West Courthouse, 600 S.  
23 Commonwealth Avenue, Los Angeles, California, to decide, among other things: (a)  
24 whether the Agreement should be finally approved as fair, reasonable and adequate; (b)  
25 whether the Action should be dismissed with prejudice pursuant to the terms of the  
26 Agreement; (c) whether Class Members should be bound by the release set forth in the  
27 Agreement; (d) whether Class Members should be subject to a permanent injunction that,  
28 among other things, will enjoin and bar Class Members from filing, commencing,

1 prosecuting, intervening in, or participating in (as class members or otherwise), any  
2 lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the  
3 facts and circumstances relating thereto, in this Action and/or the Released Claims (as  
4 defined in the Agreement); and (e) whether the application of Class Counsel for an award  
5 of Attorneys' Fees and reimbursement of Class Counsel's Documented Costs and  
6 Expenses, and the application of Representative Plaintiff Jason Anderson for an Incentive  
7 Award should be approved.

8 **3. Pre-Hearing Notices.**

9 (a) **Class Notice.** Notice of the proposed class action settlement, in the  
10 form filed with this Court as Exhibit C to the Agreement (the "Class Action Settlement  
11 Notice"), shall be sent by first-class mail to Class Members by GM within thirty (30) days  
12 after the entry of this Preliminary Approval Order, subject to any reasonable extension of  
13 this deadline that is agreeable to the Parties or ordered by the Court. Additionally, Class  
14 Counsel shall, by no later than the date the Class Action Settlement Notice is mailed to  
15 Class Members, post a Spanish-language version of the Class Action Settlement Notice on  
16 Class Counsel's website, at the following URL:

17 [www.GirardGibbs/SilveradoSettlement.com](http://www.GirardGibbs/SilveradoSettlement.com).

18 (b) **Proof of Mailing Class Notices.** At the time the motion for final  
19 approval of the Settlement is to be filed, the Claims Administrator or other such  
20 appropriate person or entity, among others, shall file an affidavit or declaration attesting  
21 that notice to the Class was disseminated in accordance with this Preliminary Approval  
22 Order.

23 **4. Findings Concerning Notice.** Having considered, among other factors, (i)  
24 the cost of giving notice by various methods, (ii) the interests of each Class Member; (iii)  
25 the likelihood that Class Members' current address can be obtained, and (iv) the likelihood  
26 that each Class Member will receive actual notice, the Court expressly finds that notice  
27 given in the form and manner provided in Paragraph 3(a) of this Order and as described in  
28 the Agreement will provide the best notice practicable under the circumstances. The

1 Court finds that the content and manner of the Class Notice: (i) is the best practicable  
2 notice; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of  
3 the pendency of the Action and of their right to object to the proposed settlement; (iii) is  
4 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to  
5 receive notice; and (iv) meets all applicable requirements of any law, the Due Process  
6 Clauses of the United States and California Constitutions, and the California Code of Civil  
7 Procedure and Rules of Court. The Court further finds that the proposed manner and form  
8 of the Class Notice reasonably advises potential members of the Class of the following:  
9 (a) the nature of the Action and settlement relief, and that the relief is limited to that  
10 provided by the Agreement and is contingent on the Court's final approval thereof; and  
11 (b) that any Class Member may, if he or she desires, object and enter an appearance  
12 through his or her counsel. In sum, the Court finds that the Class Notice and method of  
13 mailing to Class Members provided in the Agreement is readily understandable,  
14 reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive  
15 notice and meets all the requirements of due process.

16 **5. Objections and Appearances.**

17 (a) **Written Objections.** Any Class Member who wishes to object to the  
18 fairness, reasonableness or adequacy of the Agreement or the proposed settlement, award  
19 of Attorneys' Fees or Incentive Award, may make a written objection, in compliance with  
20 Section V of the Agreement, which must be received by Class Counsel and GM's Counsel  
21 and have been file-stamped by the Court no later than ~~February 2, 2009~~ 45 days from  
22 the date of mailing of the Class Notice. Written objections must be verified by sworn  
23 affidavit and must include: (i) the objector's name, address and telephone number; (ii) the  
24 name of the Action and the case number, (iii) a statement of each objection; and (iv) a  
25 written brief detailing the specific reasons, if any, for each objection, including any legal  
26 and factual support the objector wishes to bring to the Court's attention and any evidence  
27 the objector wishes to introduce in support of the objection(s). If the objection is  
28 presented through an attorney, the written objection must also include: (i) the identity and

1 number of Class Members represented by objector's counsel; (ii) the number of such  
2 represented Class Members who have opted out of the settlement; (iii) the number of such  
3 represented Class Members who have remained in the settlement and have not objected;  
4 (iv) the date the objector's counsel assumed representation for the objector, and (v) a list  
5 of the names of all cases where the objector's counsel has objected to a class action  
6 settlement in the last three years. Objecting Class Members who intend to testify in  
7 support of their objection either in person or by affidavit must also make themselves  
8 available for deposition by Plaintiffs' counsel and/or GM's counsel in their county of  
9 residence, between the time the objection is filed and seven (7) days before the date of the  
10 Fairness Hearing. To appeal from any provision of the final order approving the  
11 Settlement as fair, reasonable and adequate, the award of an Incentive Payment to the  
12 Representative Plaintiff, or to the award of Attorneys' Fees or Documented Costs and  
13 Expenses paid by GM and awarded to Class Counsel, the objector must appear at the  
14 Fairness Hearing in person, or through counsel, or seek leave of Court excusing such  
15 appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at  
16 the Fairness Hearing.

17 (b) **Appearance at Fairness Hearing.** Any Class Member who files  
18 and serves a written objection, as described in the preceding subsection, may appear at the  
19 Fairness Hearing, either in person or through personal counsel hired at the Class  
20 Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement  
21 or the proposed settlement, or to the award of Attorneys' Fees and Expenses. Class  
22 Members, or their attorneys, intending to make an appearance at the Fairness Hearing,  
23 must deliver to Class Counsel and GM's Counsel, and have file-marked by the Court, no  
24 later than [February 2, 2009], a Notice of Intention to Appear. The Notice of Intention  
25 to Appear must: (i) state how much time the Class Member and/or their attorney  
26 anticipates needing to present the objection; (ii) identify, by name, address, telephone  
27 number and detailed summary of testimony any witnesses the Class Member and/or their  
28 attorney intends to present any testimony from; and (iii) identify all exhibits the Class

1 Member and/or their attorney intends to offer in support of the objection and attach  
2 complete copies of all such exhibits.

3 (c) Any Class Member and/or their attorney who fails to comply with the  
4 provisions of the preceding subsections shall waive and forfeit any and all rights he or she  
5 may have to appear separately and/or object, and shall be bound by all the terms of the  
6 Agreement and any orders entered by the Court.

7 (d) Written objections and Notices of Intention to Appear (along with the  
8 supporting brief, any evidence, and any other required materials) must be filed with the  
9 Clerk of the Court *and* delivered to Plaintiffs' counsel and GM's counsel no later than  
10 [February 2, 2009] at the following addresses:

11 12 13 14 15 16 17 18	Clerk of the Court:  Superior Court of California County of Los Angeles Central Civil West Courthouse 600 S. Commonwealth Avenue Los Angeles, California 90005  Class Counsel:  Elizabeth C. Pritzker Girard Gibbs LLP 601 California St., 14th Floor San Francisco, California 94108	GM's Counsel:  Gregory R. Oxford Isaacs Clouse Crose & Oxford LLP 21515 Hawthorne Boulevard Suite 950 Torrance, California 90503
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19 **6. Final Approval Pleadings, Incentive Awards and Fee Application.**

20 (a) Class Counsel shall file a motion for final approval of the Settlement and an  
21 application for Attorneys' Fees, Documented Costs and Expenses, and an Incentive  
22 Award for the Representative Plaintiff on or before ~~February 2, 2009~~ GM has the right,  
23 but not the obligation, to join in the motion for final approval of the Settlement.

24 (b) Five (5) court days prior to the date set for hearing, Class Counsel and/or  
25 GM may file a reply memorandum in support of the motion for final approval of the  
26 Settlement. Class Counsel and/or GM shall be permitted to respond to Class Member  
27 comments on or objections to the Settlement, if any, as part of its reply memorandum.  
28

1           7.     Preliminary Injunction. All Class Members are preliminarily enjoined and  
2 barred (i) from filing or commencing any lawsuit in any jurisdiction based on or relating  
3 to the claims and causes of action, or the facts and circumstances relating thereto, in this  
4 Action and/or included within the Released Claims; and (ii) from filing or commencing  
5 any lawsuit based on or relating to the claims and causes of action, or the facts and  
6 circumstances relating thereto, in this Action and/or included within the Released Claims.

7           8.     Service of Papers. GM's counsel and Class Counsel shall serve on each  
8 other and on all other parties who have filed notices of appearance before the Fairness  
9 Hearing, any further documents in support of the proposed settlement, including responses  
10 to any papers filed by a Class Member. GM's counsel and Class Counsel shall promptly  
11 furnish each other with any and all objections or written exclusion requests that may come  
12 into their possession before the Fairness Hearing.

13           9.     Termination of Settlement. This Order shall become null and void, and  
14 shall be without prejudice to the rights of the parties, all of whom shall be restored to their  
15 respective positions existing immediately before this Court entered this Order, if (a) the  
16 proposed settlement is not finally approved by the Court, or does not become final,  
17 pursuant to the terms of the Agreement; or (b) the proposed settlement is terminated in  
18 accordance with the Agreement or does not become effective as required by the terms of  
19 the Agreement for any other reason. In such event, the proposed settlement and  
20 Agreement shall become null and void and be of no further force and effect, shall be  
21 inadmissible into evidence for any purposes, and neither the Agreement nor this  
22 Preliminary Approval Order shall be used or referred to for any purpose whatsoever.

23           10.    Use of Order. This Preliminary Approval Order shall be of no force and  
24 effect if the settlement is not approved or does not become final and shall not be construed  
25 or used as an admission, concession or declaration by or against GM of any fault,  
26 wrongdoing, breach or liability, or by or against Plaintiff or the Class Members that their  
27 claims lack merit or that the relief requested in the Action is inappropriate, improper or  
28

1 unavailable, or as a waiver by any party of any defenses it may have, including defenses  
2 or arguments opposing class certification.

3 **11. Defined Terms.** Capitalized terms used in this Preliminary Approval Order  
4 shall have the same meaning as set forth in Part II of the Stipulation of Settlement

5 Good cause appearing therefor, **IT IS SO ORDERED.**

6 DATED: November 10, 2008

7 **PETER D. LICHTMAN**

8 Judge of the Superior Court

9 **APPROVED AS TO FORM:**

10 GIRARD GIBBS LLP

11  
12 By: 

13 Elizabeth C. Pritzker  
14 Attorneys for Plaintiff  
15 Jason Anderson and the Class

16 ISAACS CLOUSE CROSE & OXFORD LLP

17 By: 

18 Gregory R. Oxford  
19 Attorneys for Defendant  
20 General Motors Corporation