

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
In Re General Motors Cases (Anderson v. General Motors Corp.), JCCP No. 4396

**FOR CALIFORNIA RESIDENTS WHO OWN OR LEASE 1999-2003
 CHEVROLET SILVERADO TRUCKS WITH 4.8, 5.3, 6.0 OR 8.1 LITER ENGINES**

**You May Be Able To Obtain Cash Reimbursements If Your Vehicle Has Piston Or Piston Pin
 Noise Under A Proposed Class Action Settlement.**

The Settlement: There is a proposed Class Action Settlement involving California owners and lessees of certain 1999-2003 Chevrolet Silverado trucks who have piston or piston pin noise in their vehicles. This noise is sometimes referred to as cold engine knock, rough idle, piston slap, cold tick or cold start noise.

Persons Entitled to Benefits: You are a Class Member and entitled to benefits under the Settlement if: 1) you live in or purchased or leased one of these Silverado vehicles in California; 2) you owned or leased the vehicle as of June 15, 2007; and 3) the vehicle makes or has made piston or piston pin noise.

Available Settlement Benefits: The Settlement must be approved by the Superior Court of California, County of Los Angeles. If approved, available benefits will include:

For those people with piston or pin noise only at startup:

- Full cash reimbursement of the purchase price of any General Motors Protection Plan ("GMPP");
- Full cash reimbursement of expenses paid for piston or piston pin noise repairs during the Limited Warranty period or, if applicable, during the GMPP period;
- Cash reimbursement of 75% for certain engine repair expenses within 6 years or 100,000 miles of retail delivery of the vehicle; and

For those people with constant piston or pin noise:

- A free noise evaluation by an authorized GM dealer and, if needed, a free engine repair.

See pages 2-3 of this Notice for additional information about these benefits and required documentation.

Settlement Approval and Claims Process: If the Court approves the Settlement, a Claim Form will be mailed to you. You may use the Claim Form to make a claim for settlement payments or other benefits.

Summary of Class Members' Rights and Options Under the Settlement: The purpose of this Notice is to inform you, as a potential Class Member, of the terms of the proposed Settlement, and your rights and options under the Settlement. You may:

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| PARTICIPATE IN THE SETTLEMENT | If you agree with the Settlement, you need not do anything until after the Court decides whether to approve the Settlement. If the Settlement is approved, you will be sent a Claim Form and instructions about how to claim your settlement benefits. |
| OBJECT OR COMMENT ON THE SETTLEMENT | Write the Court about why you do, or do not, like the Settlement. |
| ATTEND THE HEARING | Ask to speak to the Court about the fairness of the Settlement. |
| DO NOTHING | Receive no payment or other benefit. Become barred from bringing or being part of any other lawsuit concerning these issues. |

This Notice May Affect Your Rights. Please Read It Carefully.
 For more information or a copy of this Notice in Spanish, call 1-800-XXX-XXX
 or visit www.GirardGibbs/SilveradoSettlement.com.

Este Aviso Le Informa Sobre un Acuerdo Legal Propuesto Que Puede Afectar Sus Derechos. Por Favor Lea Este Aviso Con Cuidado. Para más información o una copia de este aviso en español, llama 1-800-XXX-XXX o lo visita www.GirardGibbs/SilveradoSettlement.com.

PLAINTIFFS' STATEMENT ABOUT THE CASE:

This lawsuit is brought by Plaintiff Jason Anderson against General Motors Corporation ("GM"). The lawsuit alleges that GM has an Engine Knock Noise "Adjustment Program" under which it provides certain owners and lessees of Silverado trucks with extended warranties, General Motors Protection Plans ("GMPPs") or other benefits when they complain that their vehicles have or have had piston or piston pin noise at initial start up that goes away shortly after the engine warms up ("Start Noise"). Plaintiff claims GM violated California's "Secret Warranty" Law, Cal. Civil Code §§ 1795.90 *et seq.*, and Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, because GM failed to notify all 1999-2003 Silverado owners and lessees about its Adjustment Program, or inform them that they may be eligible for a free GMPP or other benefits offered under that Program.

GM'S STATEMENT ABOUT THE CASE:

GM denies Plaintiff's claims, and contends that it lawfully assisted a small percentage of Silverado owners and lessees whose trucks may make a particular type of engine knock noise at cold start-up that goes away within a few seconds. GM contends this type of noise has no adverse effect on the durability, reliability or performance of the engine. GM contends it has given assistance in the form of free GMPPs or other goodwill measures to promote customer satisfaction, and that its goodwill measures do not constitute a "secret warranty" or "Adjustment Program" under California law.

CERTIFIED CLASS ACTION:

The case was certified as a class action by a Los Angeles Court on behalf of the following Class:

All California owners and lessees of 1999-2003 Chevrolet Silverados equipped with 4.8 liter, 5.3 liter, 6.0 liter or 8.1 liter engines ("Class Vehicles") who: (1) Have an engine "knock, ping or slap" noise in their vehicles; and (2) Were not given notice of the condition giving rise to or the terms of GM's Engine Knock Noise Adjustment Program.

For purpose of this Notice and the Settlement, "knock, ping or slap noise" has the same meaning as "Start Noise" (piston or piston pin noise at initial engine start up that disappears shortly after the engine warms up), or "Constant Noise" (piston or piston pin noise that is not "Start Noise," for example, noise that continues or begins after the engine warms up).

This is not a solicitation from a lawyer.

AGREEMENT TO SETTLE:

Plaintiff and Class Counsel believe the proposed Settlement is in the best interests of the Class, that is desirable to settle this lawsuit to avoid the uncertainties of continued litigation, and that the terms and benefits of the Settlement described in this Notice provide fair, reasonable relief to the Class.

GM expressly denies any wrongdoing and does not admit or concede any actual or potential fault, wrongdoing or liability in connection with any fact or any claim asserted in the lawsuit. GM has concluded, however, that it is desirable to settle the lawsuit upon the terms and conditions described in this Notice because it will (1) fully resolve all claims raised in the lawsuit; (2) avoid the expense, burden and uncertainties of continued litigation, trial or appeal; and (3) promote customer satisfaction with GM and Chevrolet vehicles

BENEFITS AVAILABLE TO CLASS MEMBERS:

If the Court approves the Settlement, Class Members will be able to make claims for multiple settlement benefits as described in paragraphs 1, 2, 3 and 4, below, and will receive all benefits for which they are eligible. This includes benefits for multiple, unreimbursed repair expenses. Unreimbursed repair expenses do not include expenses covered, paid for or reimbursed under any extended warranty, GMPP or other service contract. GM may reduce the amount to be reimbursed to a Class Member by the amount, if any, previously paid by GM or any affiliate of GM for the same expense.

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain: (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim.

The settlement benefits available to Class Members include:

1. Reimbursement of Purchase Price of GMPPs Purchased by Certain Class Members:

Class Members who purchased GMPPs for Class Vehicles will be eligible for reimbursement subject to the provisions of paragraphs (a) or (b) below, if they timely return a signed and completed Claim Form and required documentation, if any, as further described below.

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Please do not contact the Court regarding this Notice.

(a) Class Members Who Purchased a GMPP Within 90 Days of Retail Delivery. GM will reimburse each Class Member in this group for the full purchase price of the GMPP paid by the Class Member if the Class Member supplies appropriate documentation showing that his or her Silverado has or had Start Noise.

(b) Class Members Who Purchased a GMPP After 90 Days of Retail Delivery. GM will reimburse each Class Member in this group for the purchase price of the GMPP paid for by the Class Member if the Class Member states under penalty of perjury that his or her Silverado has or had Start Noise.

2. Customer-Paid Start Noise Repair Expense Reimbursement.

For each Class Member who during the Applicable Warranty Period (defined below) paid for a repair to address concerns about Start Noise for which the Class Member was not fully reimbursed, GM upon receipt of (i) a signed and completed Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise and (ii) appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) will reimburse the Class Member for the repair expense.

Only for purposes of eligibility for this settlement benefit, "Applicable Warranty Period" shall mean the GM Limited New Vehicle Warranty (3 years or 36,000 miles, whichever comes first) except that for those Class Members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Class Member's GMPP (for example, 4 years or 50,000 miles, whichever comes first).

3. Constant Noise Evaluation.

For each Class Member who completes and returns a Claim Form which includes the Class Member's sworn statement that prior to the expiration of his or her GM New Vehicle Limited Warranty he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Constant Noise (*i.e.*, piston or piston pin noise that is *not* Start Noise), GM

This is not a solicitation from a lawyer.

will, upon presentation of the Class Vehicle to an authorized Chevrolet dealer, provide a current noise evaluation of the Class Vehicle. If the current noise evaluation confirms that the Class Vehicle has Constant Noise, GM will offer at the Class Member's option repairs to address, remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where appropriate replacement of piston assemblies or other appropriate components. Any Constant Noise Repair offer that is accepted by the Class Member pursuant to this paragraph will be performed at no cost to the Class Member.

4. Partial Reimbursement for Certain Other Repairs.

For each Class Member who completes and returns a Claim Form which includes the Class Member's statement under penalty of perjury that he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Start Noise prior to expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first) and that he or she incurred expenses for any of the engine repairs described below within 6 years or 100,000 miles of retail delivery, whichever came first, GM will reimburse the Class Member for 75 percent (75 %) of the repair expense shown on appropriate written documentation such as a repair order.

The engine repairs eligible for this reimbursement are limited to repairs of the following engine components: Cylinder block, heads, crankshaft and bearings, crankshaft seals – front and rear, camshaft and bearings, connecting rods and pistons, valve train (including valve seals, valve covers and internal parts), timing gears, timing chain/belt and cover, oil pump, oil pump housing, oil pan, all engine seals and gaskets, lubricated internal engine parts, water pump, intake and exhaust manifolds, flywheel, harmonic balancer, and engine mounts.

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Please do not contact the Court regarding this Notice.

CLAIMS PROCEDURES UPON SETTLEMENT APPROVAL:

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain: (1) how to make a claim for settlement benefits; and (2) the deadline for submitting a timely claim.

Additional details about the claims resolution process appear in the Stipulation for Settlement filed in this action. To review an electronic copy of the Stipulation for Settlement, go to www.GirardGibbs/SilveradoSettlement.com.

ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD TO PLAINTIFF:

In November 2006, the Los Angeles Superior Court appointed the following lawyers as Class Counsel to represent the Class in this litigation:

GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108
www.GirardGibbs.com

As part of the Settlement, and subject to Court approval, GM will pay up to \$7,500 in an incentive award to Plaintiff Jason Anderson in recognition of his initiative and effort pursuing the matter on behalf of other California owners and lessees of Class Vehicles. In addition, subject to Court approval, GM will pay a separate sum not to exceed \$1,950,000 in attorneys' fees of Class Counsel. GM will also reimburse Class Counsel for documented case costs and litigation expenses not to exceed \$215,000. These amounts do not reduce the relief available to Class Members and are in addition to and separate from the other benefits available to Class Members under the Settlement.

COSTS OF SETTLEMENT ADMINISTRATION:

GM will pay the cost of notice and of the claims administration associated with the Settlement.

DISMISSAL AND RELEASE OF CLAIMS:

If the proposed Settlement is approved by the Court, then all legal claims that were asserted on behalf of Class Members in this Action will be dismissed with prejudice as to all Class Members, and all legal claims that may have been asserted in the litigation will be released. This means that Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit against GM for these claims.

If the Court does not approve the proposed Settlement, the Settlement Agreement between GM and Plaintiff Jason Anderson on behalf of the certified class in the *Anderson v. General Motors Corp.* litigation will terminate and shall be null and void, and this lawsuit will remain before the Court for trial or ultimate disposition.

FAIRNESS HEARING, DATE AND LOCATION:

The Court will hold a Fairness Hearing to consider and then decide whether to approve the proposed Settlement, and determine whether to approve the proposed award of Attorneys' Fees and Expenses to Class Counsel and the proposed Incentive Award to Plaintiff. The hearing is scheduled for **[MONTH] [DATE], 2009, at [Time]**, in Dept. 322 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, California before the Hon. Peter D. Lichtman.

PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING:

Pending the Fairness Hearing, all Class Members are preliminarily enjoined and barred (i) from filing or commencing any lawsuit based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims; and (ii) from filing or commencing any other lawsuit as a class action on behalf of Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims.

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YOUR RIGHTS AND OPTIONS:

If you fall within the Class definition, you have the following options:

1. **PARTICIPATE IN THE SETTLEMENT.** If you agree with the proposed Settlement, you need not do anything until after the Court decides whether to approve the Settlement. Thereafter, you will receive a Claim Form and instructions for submitting a claim for settlement benefits.
2. **COMMENT ON THE SETTLEMENT.** You may write to the Court or Class Counsel to express your support for or opposition to the Settlement. In order to object to the Settlement, however, you **must** follow the procedures in paragraph 3 immediately below.
3. **OBJECT TO THE SETTLEMENT.** If you wish to object to the Settlement or Class Counsel's request for attorneys' fees, expenses and an incentive award for Plaintiff Jason Anderson, you must submit your objection in writing. On the first page of your written objection, you must include a prominent reference to *In Re GM Cases (Anderson v. General Motors Corp.)*, JCCP No. 4396. Your objections must include: (a) your full name, address and telephone number; (b) the year, model and vehicle identification number of your 1999-2003 Chevrolet Silverado; (c) a statement of each objection, if any; (d) a written brief detailing the specific reasons for each objection including the legal or factual support you wish to bring to the Court's attention and any evidence you wish to submit to the Court in support of your objection(s); and (e) your signature. If you wish to speak at the Fairness Hearing (described above), you also must state in your objections or comments that you intend to appear and speak at the hearing. If you do not include this statement, you will not be entitled to speak at the hearing.

Objecting Class Members who intend to testify in support of the objection either in person or by affidavit or declaration must also make themselves available for deposition by Class Counsel or by GM's counsel in their county of residence, between the time the objection is filed and at least seven (7) days before the date of the Fairness Hearing.

If you intend to appear at the Fairness Hearing through counsel, your written objection(s) must also state the following: (i) the identify of all attorneys representing the objector who will appear

at the Fairness Hearing; (ii) the identity and number of Class Members represented by the objector's counsel; (iii) the number of such represented Class Members who have opted out of the Class and the Settlement; (iv) the number of such represented Class Members who have remained in the Settlement and have not objected; (v) the date the objector's counsel assumed representation for the objector; and (vi) 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. To appeal from any provision of the Court's order approving the Settlement as fair, reasonable and adequate, the award of an incentive payment to Jason Anderson, or the attorneys' fees or documented expenses awarded to Class Counsel, the objector must appear at the Fairness Hearing in person, or through counsel, or seek leave of Court excusing such appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at the Fairness Hearing. In addition, the objector must demonstrate compliance with this paragraph to show that he or she is a member of the Class.

Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing must deliver to Class Counsel and GM's counsel, and have file-stamped by the Court, no later than **February 2, 2009**, a Notice of Intent to Appear. The Notice of Intent to Appear must: (i) state how much time the Class Member and/or their attorney anticipates needing to present the objection; (ii) identify, by name, address and telephone number and detailed summary of testimony, any witnesses the Class Member intends to present any testimony from; and (iii) identify all exhibits the Class Member and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits.

If you do not raise your objections according to this procedure, you will waive all objections and have no right to appeal if the Settlement is approved. You may, but need not, enter an appearance in the lawsuit and object through your own legal counsel. If you do, you will be responsible for your own attorneys' fees and costs.

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OBJECTION/COMMENT DEADLINE:

You **must** mail or deliver your comments or objections, and your Notice of Intent to Appear if you wish to attend the Fairness Hearing, to the Clerk of the Court, with copies to Plaintiffs' Class Counsel and GM's counsel, for receipt no later than **February 2, 2009**, at the following addresses:

Clerk of the Court:

Superior Court, County of Los Angeles
Central Civil West Courthouse
Department 322
600 S. Commonwealth Avenue
Los Angeles, California 90005

Class Counsel:

Elizabeth C. Pritzker
Girard Gibbs LLP
601 California Street, 4th Floor
San Francisco, California 94108

Counsel for General Motors Corporation

Gregory R. Oxford
Isaacs Clouse Crose & Oxford LLP
21515 Hawthorne Boulevard, Suite 950
Torrance, California 90503

ADDITIONAL INFORMATION:

You may wish to keep this Notice for future reference. If the Settlement is approved, this Notice may be helpful in filling out your Claim Form for settlement payments or other benefits.

For more information about the Settlement, or a copy of this Notice in Spanish, call 1-800-XXX-XXX, or visit www.GirardGibbs/SilveradoSettlement.com. You also can direct any inquires to Class Counsel at the address listed above or by sending an email to SilveradoSettlement@girardgibbs.com.

INFORMACIÓN ADICIONAL:

Usted puede desear guardar este aviso para la referencia futura. Si el establecimiento es aprobado, este aviso puede ser provechoso en rellenar su impreso de demanda para los pagos del establecimiento u otras ventajas.

Para más información o una copia de este aviso en español, llama 1-800-XXX-XXX o lo visita www.GirardGibbs/SilveradoSettlement.com. Usted puede también dirigir cualesquiera investiga para clasificar consejo en la dirección enumerada sobre o enviando un email a SilveradoSettlement@girardgibbs.com.

DATED: DECEMBER __, 2008

**BY ORDER OF THE SUPERIOR COURT OF THE
STATE OF CALIFORNIA FOR THE COUNTY OF
LOS ANGELES**