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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

Coordination Proceeding
Special Title (Rule 1550(b))

**GENERAL MOTORS
DEX-COOL/GASKET CASES**

Included actions:

Sadowski v. General Motors Corp.

Bertino v. General Motors Corp.

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4495

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
NO. HG03093843

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN
NO. CV 025 770

**[PROPOSED]
JUDGMENT AND ORDER OF DISMISSAL
WITH PREJUDICE**

The Honorable Robert B. Freedman

Action filed: April 29, 2003
Trial date: None set

This matter came before the Court for hearing pursuant to the Order Granting Preliminary Approval Of Proposed Settlement, Provisionally Certifying Class, And Directing Dissemination Of Notice To Class, dated March __, 2008 (“Notice Order”), on the application of the Parties for approval of the settlement set forth in the Settlement Agreement, dated March 19, 2008 (“Agreement”). Due and adequate notice having been given of the settlement set forth in the Agreement (“Settlement”) as required by the Notice Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Agreement and Notice Order, and all defined terms used herein shall have the same meanings set forth in the Agreement and Notice Order.

1 2. This Court has jurisdiction over the subject matter of the Sadowski Action, the
2 Sadowski Parties, and all members of the settlement Class defined as follows:

3 All Consumers in the United States of America, excepting those who purchased or
4 leased their vehicles in the State of Missouri, who (i) own or lease, or who have
5 owned or leased, a Covered Vehicle that has been in service in excess of seven years,
6 measured from the Date of Initial Vehicle Delivery, at the time of the first date on
7 which notice of the Settlement is disseminated and who, at the time of the notice, had
8 not incurred a repair expense of the type included in the definition of Covered Repair,
9 or (ii) own or lease, or who have owned or leased, a Covered Vehicle and who
incurred an expense for a Covered Repair before the first date on which notice of the
Settlement is disseminated to the Class in accordance with the Notice Order.

10 Excluded from the Class are GM; any affiliate, parent, or subsidiary of GM; any entity in which GM
11 has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM;
12 anyone employed by counsel for Representative Plaintiffs; any Judge to whom any of the Actions is
13 assigned as well as his or her immediate family; any and all persons who timely and validly request
14 exclusion from the Class pursuant to the notice disseminated in accordance with the Notice Order.

15 3. This Court hereby finds that for settlement purposes, and for purposes of the
16 Agreement and the Settlement, the Sadowski Action and the Class meet the requirements for the
17 bringing and maintenance of a class action set forth in section 382 of the Code of Civil Procedure
18 and section 1781 of the Civil Code.

19 4. This Court hereby finds that the Agreement and Settlement are, in all respects, fair,
20 reasonable, and adequate, and in the best interests of the Class; grants final approval of the
21 Agreement and Settlement; and directs the Parties to perform the terms of the Agreement.

22 5. This Court hereby dismisses the Sadowski Action with prejudice and without costs,
23 except as otherwise provided in the Agreement.

24 6. Upon the Effective Date of the Settlement, the Representative Plaintiffs and the Class
25 Members, including their affiliates, subsidiaries, associates, general or limited partners or
26 partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their
27 respective present or former officers, directors, trustees, employees, agents, attorneys,
28 representatives and/or shareholders, affiliates, associates, general or limited partners or partnerships,

1 heirs, executors, administrators, predecessors, successors, assigns or insurers, and anyone acting on
2 their behalf, by operation of the Judgment, shall have hereby released, waived and discharged GM,
3 including its subsidiaries, affiliates, associates, general or limited partners or partnerships,
4 predecessors, successors, and/or assigns, including, without limitation, any of their respective
5 present or former officers, directors, trustees, employees, agents, attorneys, representatives and
6 shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors,
7 administrators, predecessors, successors, assigns or insurers and anyone acting on their behalf,
8 individually and collectively, from liability for any and all claims, demands, debts, rights, causes of
9 action or liabilities whatsoever, including known and unknown claims, now existing or hereafter
10 arising, in law, equity or otherwise, arising under state statutory or common law federal statutory or
11 common law, or foreign statutory or common law, to the fullest extent permitted by law, including,
12 but not limited to, federal or state antitrust claims, RICO claims, claims arising under state consumer
13 protection, consumer fraud, deceptive trade practices statutes, common law breach of contract
14 claims, statutory or common law fraud or misrepresentation claims, breach of fiduciary duty claims
15 or unjust enrichment claims and whether possessed or asserted directly, indirectly, derivatively,
16 representatively or in any other capacity, and whether or not such claims were or could have been
17 raised or asserted in the Actions or the Amico/Bertino Actions, to the extent any such claims are
18 based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions,
19 transactions, events, conduct, or matters arising from or related to any Repair Expense. Claims for
20 personal injury, and claims for lower intake manifold gasket replacements in 4.3-liter V6 engines for
21 Class Members who have not submitted a Claim and received a payment under the settlement, are
22 not released. The Parties recognize and agree that this is a general release. Representative Plaintiffs
23 and the Class Members expressly waive and relinquish, and shall be deemed to have waived and
24 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California
25 Civil Code section 1542 and the provisions, rights, and benefits conferred by any law of the United
26 States, any law of any State or the District of Columbia, or any principle of common law that is
27 similar, comparable, or equivalent to California Civil Code section 1542, which states, “A general
28 release does not extend to claims which the creditor does not know or suspect to exist in his or her

1 favor at the time of executing the release, which if known by him or her must have materially
2 affected his or her settlement with the debtor.”

3 7. Upon the Effective Date of the Settlement, GM and its past or present officers,
4 directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions,
5 and assigns, shall be deemed to have, and by operation of the Judgment shall have, released, waived,
6 and discharged any and all claims or causes of action of any nature whatsoever, including but not
7 limited to any claim for violations of federal, state, or other law (whether in contract, tort, or
8 otherwise, including statutory, common law, property, and equitable claims), whether known or
9 unknown, that have been or could have been asserted against any Representative Plaintiff, counsel
10 for any Representative Plaintiff, or any Class Member, in the Actions or in any other complaint,
11 action, or litigation in any other court or forum arising from, based on, or related to the initiation,
12 prosecution, or resolution of the Actions to the extent any such claims are based upon, arise out of or
13 relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or
14 matters arising from or related to any Repair Expense. The Parties recognize and agree that this is a
15 general release, and shall have expressly waived and relinquished, to the fullest extent permitted by
16 law, the provisions, rights, and benefits of California Civil Code section 1542 and the provisions,
17 rights, and benefits conferred by any law of the United States, any law of any State or the District of
18 Columbia, or any principle of common law that is similar, comparable, or equivalent to California
19 Civil Code section 1542, which states, “A general release does not extend to claims which the
20 creditor does not know or suspect to exist in his or her favor at the time of executing the release,
21 which if known by him or her must have materially affected his or her settlement with the debtor.”

22 8. Under the circumstances, the notice of this Settlement provided to the Class Members
23 in accordance with the Notice Order was the best notice practicable of the proceedings and matters
24 set forth therein, including the proposed Settlement, to all persons entitled to such notice, and said
25 notice fully satisfied the requirements of due process and California law.

26 9. Neither the Fee Application nor any order entered by this Court thereon shall in any
27 way disturb or affect this Judgment, and all such matters shall be considered separate from this
28

1 Judgment. The Court will not award more than (i) \$140,000 in incentive payments to Representative
2 Plaintiffs; (ii) \$16.5 million in attorneys' fees; and (iii) \$1.55 million in documented costs.

3 10. Within forty-five (45) days after entry of this Judgment, Co-Lead Counsel shall, with
4 the agreement of GM, file a listing of each person who submitted a valid and timely request for
5 exclusion from the Class. The persons so identified shall neither share in the benefits of the
6 Settlement nor be bound by this Judgment. All persons who meet the Class definition and have not
7 submitted such an exclusion request shall be bound by this Judgment.

8 11. Neither the Agreement nor the Settlement nor any act performed or document
9 executed pursuant to or in furtherance of the Agreement or the Settlement (a) is or may be deemed to
10 be or may be used as an admission of, or evidence of, the validity of any claim asserted against GM
11 in the Actions, or of any wrongdoing or liability of GM, or of an admission by General Motors that
12 the claims that were the subject of this action were appropriate for class certification for purposes of
13 trial or for any other purpose other than for purposes of this Settlement Agreement; or (b) is or may
14 be deemed to be or may be used as an admission of, or evidence of, any fault or omission of GM in
15 any civil, criminal, or administrative proceeding in any court, administrative agency, or other
16 tribunal. GM may file the Agreement, this Judgment, or both in any other action that may be
17 brought against it in order to support a defense or counterclaim based on principles of res judicata,
18 collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim
19 preclusion or issue preclusion or similar defense or counterclaim.

20 12. Without affecting the finality of this Judgment in any way, this Court hereby retains
21 continuing jurisdiction over (a) implementation of the Settlement; (b) payment of Class Members'
22 claims under the Settlement; (c) further proceedings, if necessary, on applications for attorneys' fees,
23 expenses, or costs in connection with the Sadowski Action or the Settlement; and (d) the Parties for
24 purposes of construing, enforcing, or administering the Agreement. If any Party fails to fulfill its
25 obligations completely, the Court retains the power to issue such orders to enforce this Judgment and
26 the Settlement as it deems appropriate after noticed hearing.

27 13. If the Settlement does not become effective in accordance with the terms of the
28 Agreement, then this Judgment shall be rendered null and void to the extent provided by and in

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

4 **IT IS SO ORDERED.**

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DATED: _____

THE HONORABLE ROBERT B. FREEDMAN
JUDGE OF THE SUPERIOR COURT