

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

MICHAEL GUTZLER, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 03CV208786
)	
GENERAL MOTORS CORPORATION,)	Division 2
)	
Defendant.)	

**AMENDED ORDER DECERTIFYING CLASS, GRANTING PRELIMINARY
APPROVAL OF PROPOSED SETTLEMENT, PROVISIONALLY CERTIFYING
SETTLEMENT CLASS, AND DIRECTING DISSEMINATION OF NOTICE TO CLASS**

WHEREAS, under the Missouri Class Action Settlement Agreement, entered into between the Parties, the Parties have applied for an order granting preliminary approval of a proposed class action settlement of the above-captioned action in accordance with a Settlement Agreement dated March 26, 2008 (“Agreement”), which together with the Exhibits annexed thereto sets forth the terms and conditions of a proposed settlement (“Settlement”) whereby this case will be dismissed with prejudice;

WHEREAS the Court has read and considered the Agreement and the Exhibits annexed thereto; and

WHEREAS all defined terms contained and not otherwise defined herein shall have the same meanings as set forth in the Agreement,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court grants preliminary approval of the Agreement and the proposed Settlement set forth therein, subject to further consideration at the Fairness Hearing described below.

2. Solely for settlement purposes and for purposes of the Agreement and the proposed Settlement, the Court decertifies the existing class defined in the Court's January 9, 2006 Order, grants Plaintiffs leave to file a Second Amended Petition and certifies the following Settlement Class: All Consumers who purchased or leased a Covered Vehicle in the State of Missouri (i) that has been in service in excess of seven years, measured from the Date of Initial Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and who, at the time of the notice, had not incurred a repair expense of the type included in the definition of Covered Repair, or (ii) 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. Excluded from the Class are GM; any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM; and the Judge to whom the Action is assigned as well as his or her immediate family.

3. Pursuant to the Agreement, and under Rule 52.08, this Court finds, for purposes of settlement only, that (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law or fact common to Class Members that predominate over any questions affecting only individual Class Members; (c) the claims of the Named Plaintiffs are typical of those of the Class; (d) the Plaintiffs and their counsel will fairly and adequately protect the interests of the Class; and (e) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy, considering (i) the Class Members' interests in individually controlling the prosecution of separate actions, (ii) the extent and nature of any litigation concerning the controversy already begun by Class Members,

(iii) the desirability or undesirability of concentrating litigation of the claims in this particular forum, and (iv) the likely difficulties in managing a class action.

4. To act on behalf of the Class in connection with the Agreement and proposed Settlement, the Court appoints the Named Plaintiffs as representatives of the Class and their counsel of record, Shughart Thomson & Kilroy, P.C. and Girard Gibbs LLP as Co-Lead Counsel for the Class.

5. If the Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with the terms of the Agreement, the Court shall recertify the current class, Plaintiffs shall withdraw the Second Amended Petition and this conditional certification of a settlement class shall be vacated without further order of the Court and without prejudice to the right of any party to seek leave to amend a petition or seek or oppose class certification for trial purposes thereafter. Otherwise, upon the Effective Date of the Settlement, this class certification shall become unconditional for settlement purposes.

6. A hearing (“Fairness Hearing”) shall be held before this Court on September 5, 2008 at 9:00 a.m., in Division 2 of the Circuit Court of Jackson County, Missouri, at Independence, 308 West Kansas Ave., Independence, Missouri 64050, to determine whether the proposed Settlement, resolving and dismissing the Action on the terms and conditions provided for in the Agreement, is fair, reasonable, and adequate to the Class and should be approved by the Court; whether a Judgment as provided in Exhibit C of the Agreement should be entered herein; and to determine the amount of attorneys’ fees and expenses that should be awarded to Class Counsel and incentive awards that should be approved for the Representative Plaintiffs.

7. The Parties have proposed that the Class be given notice of the proposed Settlement by mail and publication as set forth in more detail in the memorandum filed with the Court describing the notice program.

8. The Court approves the proposed notice program, including the form and content of the Long-Form Notice, claim form, summary notice for publication, and the proposed method of their dissemination, and finds that the proposed notice program meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto. The Court directs the Parties to implement the proposed notice program as set forth in the Settlement Agreement and the memorandum describing the notice program filed with the Court.

9. All persons who fall within the Class definition and who do not timely and validly exclude themselves from the Class shall be bound by all determinations and judgments whether favorable or unfavorable to the Class.

10. Persons who wish to exclude themselves from the Class shall request exclusion within the time and in the manner set forth in the Long-Form Notice, including mailing or delivering a written exclusion request, such that it is received on or before August 13, 2008 at the address set forth in the Long-Form Notice. Unless the Court orders otherwise, no request for exclusion shall be valid unless it is made within the time and in the manner set forth in the Long-Form Notice.

11. Any Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Class Member's choice. Any Class Member who does not enter an appearance will be represented by Co-Lead Counsel. Pending determination of whether the Settlement should be granted final approval, neither the Named

Plaintiffs nor any Class Member, either directly, representatively, or in any other capacity, shall commence or prosecute any action or proceeding in any court or tribunal asserting any of the claims set forth in paragraph 3.14 of the Agreement.

12. The Court will consider any Class Member's written objections or comments on whether the proposed Settlement should or should not be approved as fair, reasonable, and adequate; or whether a Judgment should or should not be entered thereon; or whether attorneys' fees and expenses should or should not be awarded to Class Counsel; or whether incentive awards should or should not be approved for the Representative Plaintiffs, provided the Class Member complies with the deadline and procedure set forth in the Long-Form Notice for submitting such objections or comments, including (a) delivering, no later than August 13, 2008, such objections or comments and any supporting papers or briefs to the Court, either by mailing them to: Clerk of Court, Circuit Court of Jackson County, Missouri, 308 West Kansas Avenue, Independence, Missouri 64050 or by filing in person at either location of the Circuit Court of Jackson County; and (b) mailing or delivering copies of such comments or objections and supporting papers or briefs to Co-Lead Counsel for the Class and to GM's counsel at the addresses listed in the Notice, such that they are received no later than August 13, 2008. Unless otherwise ordered by the Court, any Class Member who does not make his or her objection in the manner required shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement; the entry of a Judgment; any award of attorneys' fees or expenses to Class Counsel; or any incentive award to any Representative Plaintiff. An objecting Class Member may not appeal an order approving the Settlement as fair, reasonable and adequate; entry of Judgment that dismisses this action with prejudice and releases the claims of Class Members as provided

for in the Settlement; an award of incentive payments to the Representative Plaintiffs; or an award of reasonable attorneys fees and costs to Class Counsel, unless the objecting Class Member appears in person, through his/her counsel or as otherwise may be permitted by the Court, at the Fairness Hearing, or seeks leave of Court excusing such appearance prior to the Fairness Hearing.

13. The Court will also hear any Class Member who appears at the Fairness Hearing and wishes to be heard on the above matters, provided that the Class Member complies with the deadline and procedure set forth in the Long-Form Notice for giving notice of his her intention to be appear at the Fairness Hearing. Any Class Member who does not give such notice in the manner required shall not be entitled to be heard at the Fairness Hearing.

14. All papers in support of final approval of the Settlement, or Class Counsel's application for attorneys' fees, reimbursement of expenses, and incentive awards for the Representative Plaintiffs ("Fee Application"), shall be filed and served by August 14, 2008. The Parties may respond to any objection to the Settlement or Fee Application, provided that any such responses are filed and served no later than August 28, 2008.

15. The Fee Application will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

16. All costs of giving notice to the Class and administering the Settlement shall be borne and paid as set forth in the Agreement.

17. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or in connection with the proposed Settlement. The Court may approve the

Settlement, with such modifications as may be agreed to by the Parties and approved by the Court, if appropriate, without further notice to the Class.

18. If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Parties in all of the Actions and all of the actions will return to the status quo ante as provided in this Order and in the Settlement Agreement.

IT IS SO ORDERED.

DATED: April 14, 2008

Michael D. Manners
THE HONORABLE MICHAEL MANNERS
JUDGE DIVISION 2
JACKSON COUNTY CIRCUIT COURT

CERTIFIED COPY

I certify that the foregoing document is a full, true and complete copy of the original on file in my office and of which I am legal custodian.

Jaci L. Morgan
Court Administrator

Circuit Court of Jackson County, Missouri

4/14/08 By Jaci L. Morgan
Date Deputy

I certify a copy of the above was faxed or mailed this 14/4 day of April, 2008, to:

Richard M. Paul III, Attorney for Plaintiffs
Fax # (816) 374-0509

Eric D. Gibbs, Attorney for Plaintiffs
Fax # (415) 981-4846

John M. Parisi, Attorney for Plaintiffs
Fax # (816) 474-0003

David R. Smith, Attorney for Plaintiffs
Fax # (816) 753-1830

Andrew N. Friedman, Attorney for Plaintiffs
Fax # (202) 408-4699

Norman R. Siegel, Attorney for Plaintiffs
Fax # (816) 714-7101

Robert J. Hoffman, Attorney for Defendant
Fax # (816) 374-3300

Robert B. Ellis, Attorney for Defendant
Fax # (312) 861-2200

Sylvester James, Jr., Discovery Commissioner
Fax # (816) 472-6805

M. Brady, Law Clerk, Division 2