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ENDORSED
FILED
ALAMEDA COUNTY

MAR 20 2008

CLERK OF THE SUPERIOR COURT
By HOLLIE M. ADAMIC
Deputy

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

Coordination Proceeding
Special Title (Rule 1550(b))

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4495

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

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
NO. HG03093843

Included actions:

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

Sadowski v. General Motors Corp.

Bertino v. General Motors Corp.

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

The Honorable Robert B. Freedman

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

WHEREAS, under the Master Class Action Settlement Agreement Covering All States Except the State of Missouri, entered into between the Parties, the Parties have applied for an order granting preliminary approval of a proposed class action settlement of, among other Actions, the above-captioned action ("Sadowski Action"), in accordance with a Settlement Agreement dated March 19, 2008 ("Agreement"), which together with the Exhibits annexed thereto sets forth the terms and conditions of a proposed settlement ("Settlement") whereby the Sadowski Action, among other Actions, will be dismissed with prejudice;

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

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

3 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

6 2. Solely for settlement purposes and for purposes of the Agreement and the proposed
7 Settlement, the Court grants Plaintiffs leave to file a Fourth Amended Complaint and certifies the
8 following Class: All Consumers in the United States of America (excepting those who purchased or
9 leased a vehicle in the State of Missouri) who (i) own or lease, or who have owned or leased, a
10 Covered Vehicle that has been in service in excess of seven years, measured from the Date of Initial
11 Vehicle Delivery, at the time of the first date on which notice of the Settlement is disseminated and
12 who, at the time of the notice, had not incurred a repair expense of the type included in the definition
13 of Covered Repair, or (ii) own or lease, or who have owned or leased, a Covered Vehicle and who
14 incurred an expense for a Covered Repair before the first date on which notice of the Settlement is
15 disseminated to the Class in accordance with the Notice Order. Excluded from the Class are GM;
16 any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any
17 officer, director, or employee of GM; any successor or assign of GM; anyone employed by counsel
18 for Representative Plaintiffs; any Judge to whom any of the Actions is assigned as well as his or her
19 immediate family.

20 3. Pursuant to the Agreement, and under section 382 of the Code of Civil Procedure and
21 section 1781 of the Civil Code, this Court finds, for purposes of settlement only, that the Class is
22 ascertainable and that there is a well-defined community of interest in the questions of law and fact
23 involved affecting the Class Members, and finds and concludes that (a) the Class is so numerous that
24 joinder of all Class Members is impracticable; (b) there are questions of law or fact common to Class
25 Members that predominate over any questions affecting only individual Class Members; (c) the
26 claims of the "Sadowski Plaintiffs," namely, Michael Sadowski and William Thornton, are typical of
27 those of the Class; (d) the Sadowski Plaintiffs and their counsel will fairly and adequately protect the
28 interests of the Class; and (e) a class action is superior to other available methods for fairly and

1 efficiently adjudicating the controversy, considering (i) the Class Members' interests in individually
2 controlling the prosecution of separate actions, (ii) the extent and nature of any litigation concerning
3 the controversy already begun by Class Members, (iii) the desirability or undesirability of
4 concentrating litigation of the claims in this particular forum, and (iv) the likely difficulties in
5 managing a class action.

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

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

16 6. A hearing ("Fairness Hearing") shall be held before this Court on August 29, 2008 at
17 10:00 A.M., in Department 20 of the Superior Court of California for Alameda County, County
18 Administration Building, 1221 Oak Street, Oakland, California 94612, to determine whether the
19 proposed Settlement, resolving and dismissing the Sadowski Action on the terms and conditions
20 provided for in the Agreement, is fair, reasonable, and adequate to the Class and should be approved
21 by the Court; whether a Judgment as provided in Exhibit C of the Agreement should be entered
22 herein; and to determine the amount of attorneys' fees and expenses that should be awarded to Class
23 Counsel and Amico/Bertino Counsel and incentive awards that should be approved for the
24 Representative Plaintiffs.

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

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

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

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

16 11. Any Class Member may enter an appearance in the Sadowski Action, at the Class
17 Member's own expense, individually or through counsel of the Class Member's choice. Any Class
18 Member who does not enter an appearance will be represented by Co-Lead Counsel. Pending
19 determination of whether the Settlement should be granted final approval, neither the Sadowski
20 Plaintiffs nor any Class Member, including any Representative Plaintiff in any of the Actions, either
21 directly, representatively, or in any other capacity, shall commence or prosecute any action or
22 proceeding in any court or tribunal asserting any of the claims set forth in paragraph 3.14 of the
23 Agreement.

24 12. The Court will consider any Class Member's written objections or comments on
25 whether the proposed Settlement should or should not be approved as fair, reasonable, and adequate;
26 or whether a Judgment should or should not be entered thereon; or whether attorneys' fees and
27 expenses should or should not be awarded to Class Counsel and Amico/Bertino Counsel; or whether
28 incentive awards should or should not be approved for the Representative Plaintiffs, provided the

1 Class Member complies with the deadline and procedure set forth in the Long-Form Notice for
2 submitting such objections or comments, including (a) delivering, no later than August 13, 2008,
3 such objections or comments and any supporting papers or briefs to the Court, either by mailing
4 them to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson
5 Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person
6 at any location of the Superior Court, County of Alameda that includes a facility for civil filings; and
7 (b) mailing or delivering copies of such comments or objections and supporting papers or briefs to
8 Co-Lead Counsel for the Class and to GM's counsel at the addresses listed in the Notice, such that
9 they are received no later than August 13, 2008. Unless otherwise ordered by the Court, any Class
10 Member who does not make his or her objection in the manner required shall be deemed to have
11 waived such objection and shall forever be foreclosed from making any objection to the fairness,
12 reasonableness, or adequacy of the proposed Settlement; the entry of a Judgment; any award of
13 attorneys' fees or expenses to Class Counsel; or any incentive award to any Representative Plaintiff.
14 An objecting Class Member may not appeal an order approving the Settlement as fair, reasonable
15 and adequate; entry of Judgment that dismisses this action with prejudice and releases the claims of
16 Class Members as provided for in the Settlement; an award of incentive payments to the
17 Representative Plaintiffs; or an award of reasonable attorneys fees and costs to Class Counsel, unless
18 the objecting Class Member appears in person, through his/her counsel or as otherwise may be
19 permitted by the Court, at the Fairness Hearing, or seeks leave of Court excusing such appearance
20 prior to the Fairness Hearing.

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

26 14. All papers in support of final approval of the Settlement, or Class Counsel's or
27 Amico/Bertino Counsel's application for attorneys' fees, reimbursement of expenses, and incentive
28 awards for the Representative Plaintiffs ("Fee Application"), shall be filed and served by August 6,

1 2008. The Parties may respond to any objection to the Settlement or Fee Application, provided that
2 any such responses are filed and served no later than August 20, 2008.

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

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

7 17. The Court reserves the right to adjourn the date of the Fairness Hearing without
8 further notice to the Class Members, and retains jurisdiction to consider all further applications
9 arising out of or in connection with the proposed Settlement. The Court may approve the
10 Settlement, with such modifications as may be agreed to by the Parties and approved by the Court, if
11 appropriate, without further notice to the Class.

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

16 **IT IS SO ORDERED.**

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18 DATED: March 20, 2009

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20 THE HONORABLE ROBERT B. FREEDMAN
21 JUDGE OF THE SUPERIOR COURT
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