

**If you have ever owned or leased
any of the General Motors vehicles listed on pages 2-3,
please read this notice carefully, as it affects your legal rights.**

*The California Superior Court for Alameda County authorized this notice.
This is not a solicitation from a lawyer.*

The purpose of this notice is to provide information about a class action settlement and to inform people covered by the proposed Settlement of their rights and options.

- There is a proposed class action Settlement involving the GM vehicles listed in paragraph 4. These vehicles were factory-equipped with Dex-Cool. Dex-Cool is an engine coolant designed to protect vehicles' engine and cooling systems.
- You are included in this proposed Settlement if you own or lease or previously owned or leased any of these vehicles and made repairs related to the use of Dex-Cool as outlined in paragraph 4 of this Notice.
- Repairs involving intake manifold gasket failures, engine coolant sealing issues, and sludge (a rust-like material) are covered by this proposed Settlement. These repairs would likely involve parts like the intake manifold and/or manifold gaskets, throttle body gaskets, radiator cap, heater core, water pump and other parts of the cooling system. See paragraph 4 for a complete description of the specific types of repairs covered for each vehicle type.
- The Court in charge of this case still has to decide whether to give final approval to the proposed Settlement. Valid claims will be paid if the proposed Settlement is approved.
- The types of repairs covered in the proposed Settlement, how to file a claim and your legal rights to participate or exclude yourself are outlined in this Notice. Please read it carefully.

SUMMARY OF CLASS MEMBERS' RIGHTS AND OPTIONS UNDER THE PROPOSED SETTLEMENT	
SUBMIT A CLAIM	The only way to get a payment. Submit your claim online or by mail by October 27, 2008 .
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to be part of any other lawsuit concerning the issues being settled now.
COMMENT ON THE PROPOSED SETTLEMENT	Write to the Court about why you support or oppose the proposed Settlement.
GO TO A HEARING	Ask to speak to the Court about the proposed Settlement.
DO NOTHING	Get no payment. Be barred from bringing or being part of any other lawsuit concerning the issues being settled now.

1. THE LITIGATION: A number of lawsuits were filed as class actions against GM in state and federal courts across the United States involving “Dex-Cool” extended-life engine coolant. Among other things, the lawsuits allege that (i) Dex-Cool in the vehicles listed below caused problems with the vehicles’ engines or cooling systems, and (ii) that certain engine components, such as the nylon/silicone lower intake manifold gaskets equipped in certain vehicles, were defective.

2. GM’S POSITION: GM denies all allegations of wrongdoing and denies liability under any claim asserted in the lawsuits. GM argued that Dex-Cool protected engines for a longer period than traditional coolants, caused less wear on certain engine parts than traditional coolants, and provided environmental benefits. GM further argued that alleged problems with the vehicles’ engines or cooling systems were caused by owners not following the maintenance instructions for their vehicles or other factors.

3. GM’S AGREEMENT TO SETTLE: GM has agreed to a class action settlement of the lawsuits. GM will reimburse class members up to a specified amount for certain repair costs they paid during the first seven years or 150,000 miles of vehicle ownership or lease, whichever is earlier.

This notice is to inform class members of the existing lawsuits, the major terms of the proposed Settlement, and class members’ rights and options. This proposed Settlement will not become effective unless it is approved by the Court as described below.

4. CLASS COVERED BY THE PROPOSED SETTLEMENT: You are included in the class: (i) if you are a United States resident, (ii) if you own or lease, or previously owned or leased, any of the vehicles listed below, for personal, family, or household use (as opposed to commercial or business use), and (iii) if the vehicle was not purchased or leased in the State of Missouri, and:

- (a.) The vehicle has been in service for over seven years since the date the original buyer or lessee took delivery of the vehicle, and
- (b.) As of the date of this Notice (May 30, 2008), you have not had to pay for any Covered Repair that was performed during the first seven years or 150,000 miles (whichever is earlier) after the date the original buyer or lessee took delivery of the vehicle;

OR

- (c.) Regardless of how long the vehicle has been in service, you paid out-of-pocket for a Covered Repair that was performed during the first seven years or 150,000 miles (whichever is earlier) after the date the original buyer or lessee took delivery of the vehicle.

GROUP A VEHICLES

Model years 1995-2003

Equipped with 3.1-liter or 3.4-liter V6 engine, manufactured before April 10, 2003 with a nylon/silicone lower intake manifold gasket.

Buick	Century, Rendezvous, Regal, Skylark
Chevrolet	Impala, Lumina, Malibu, Monte Carlo, Venture, Corsica, Beretta, Lumina APV
Oldsmobile	Alero, Cutlass (Supreme and Ciera), Silhouette
Pontiac	Aztek, Grand Am, Grand Prix, Montana, Trans Sport

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Note: Some of these vehicles may have been offered for sale with an engine other than a 3.1-liter or 3.4 -liter V6 engine. Any of the above models sold with an engine other than a 3.1-liter or 3.4 -liter V6 engine are not included and are not eligible to make a claim.

Group A Covered Repairs: Replacement of failed nylon/silicone lower intake manifold gasket.

GROUP B VEHICLES

Model years 1995-2004

Equipped with 3.8-liter V6 engine (internal GM engine designation RPO L36).

Buick	LeSabre, Park Avenue, Regal, Riviera
Chevrolet	Camaro, Impala, Lumina, Monte Carlo
Oldsmobile	Eighty-Eight, Intrigue, LSS, Ninety-Eight
Pontiac	Bonneville, Firebird, Grand Prix

Note: Some of these vehicles may have been offered for sale with an engine other than a 3.8-liter V6 engine RPO L36. Any of the above models sold with an engine other than a 3.8-liter V6 engine RPO L36 are not included and are not eligible to make a claim.

Group B Covered Repairs: Repairs necessitated by engine coolant sealing issues, including replacement of throttle body gasket, upper intake manifold gasket, lower intake manifold gasket, or intake manifold.

GROUP C VEHICLES

Model years 1995-2000

Equipped with 4.3-liter V6 engine

Chevrolet	Blazer, Chevrolet S-10
GMC	Envoy, Jimmy, S-15
Oldsmobile	Bravada

Group C Covered Repairs: Repairs necessitated by cooling-system sludge, including cooling-system flush, heater core repairs, water pump repairs, or radiator cap replacement. “Sludge” refers to a rust-like material that can form in the cooling system and whose formation is related to use of Dex-Cool.

If you own one of the models listed above, but (i) with a different engine size than what is listed, or (ii) the vehicle was manufactured using a lower intake manifold gasket other than a nylon/silicone gasket, or (iii) the vehicle is a Group A vehicle manufactured after April 9, 2003, then you are not covered by the settlement and are not eligible to file a claim.

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People who purchased or leased their GM vehicle in Missouri are not included in this proposed Settlement. They are instead included in a separate proposed Settlement that is being submitted for approval to a Missouri state court. The settlement benefits of the proposed Missouri settlement are the same as the settlement benefits of the proposed Settlement described in this notice.

Also 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; anyone employed by counsel for any of the named plaintiffs in the lawsuits covered by this proposed Settlement; any judge to whom any of the lawsuits is assigned, as well as his or her immediate family; and all persons who timely and validly request exclusion from the class. (The procedure for exclusion is described below.)

The Court has appointed the following lawyers as Co-Lead Counsel to represent the class for purposes of the proposed Settlement:

Eric H. Gibbs
Girard Gibbs LLP
601 California Street, Suite 1400
San Francisco, California 94108

P. John Brady
Shughart Thomson & Kilroy P.C.
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105

5. SETTLEMENT BENEFITS: Under the proposed Settlement, GM will send cash reimbursements to class members who paid for Covered Repairs performed within seven years or 150,000 miles (whichever is earlier) after the original owner or lessee took delivery of the vehicle, and who submit timely and valid claims.

The amount of reimbursement for which you are eligible depends on (i) when the Covered Repair was performed and (ii) the amount you actually paid, as described below:

a. For a Covered Repair made within five years after initial vehicle delivery:

You are eligible to be reimbursed the documented amount you paid out-of-pocket up to \$400, if you were not previously fully reimbursed.

However, if you can document that the Covered Repair required you to pay over \$1,500 to address an internal coolant leak, your reimbursement level may be different. If so, you can elect to request reimbursement of 40% of the amount you paid out-of-pocket up to \$800, if you were not previously fully reimbursed.

(An internal coolant leak means that coolant leaked from one vehicle component into another component. Whereas an external coolant leak means that coolant leaked from inside a vehicle component to the exterior of the vehicle.)

b. For a Covered Repair made in the *sixth* year after initial vehicle delivery:

You are eligible to be reimbursed the documented amount you paid out-of-pocket up to \$100, if you were not previously fully reimbursed.

c. For a Covered Repair made in the *seventh* year after initial vehicle delivery:

You are eligible to be reimbursed the documented amount you paid out-of-pocket up to \$50, if you were not previously fully reimbursed.

If you paid for more than one Covered Repair (whether on the same vehicle or on different vehicles included in the proposed Settlement), you may make a separate reimbursement claim for each one.

6. HOW TO MAKE A CLAIM: To make a claim for a reimbursement under the proposed Settlement, you must submit the following documents, either online or by mail. If you do not submit each of the following documents, and fully complete the claim statement, your claim may be denied.

- (a.) **Completed Claim Statement.** A Claim Statement form is enclosed with this Notice. If you need more forms, you can photocopy this one or download additional copies from the proposed Settlement Web site at www.DexCoolSettlement.com. You can also call the Claims Administrator toll-free at **1 (866) 245-4291** to have more forms mailed to you.
- (b.) **Proof of repair payment.** You must provide documentation showing that you paid out-of-pocket for a Covered Repair, for which you were not fully reimbursed. Please read the instructions on the Claim Statement form for more details.
- (c.) **Proof of ownership or lease.** You must provide documentation showing that you owned or leased the vehicle at the time of the Covered Repair. Please read the instructions on the Claim Statement form for more details.
- (d.) If you wish to submit your claim by mail, you must mail the above documents, **postmarked no later than October 27, 2008**, to the Claims Administrator at the address listed on the Claim Statement form.
- (e.) If you wish to submit your claim online, please go to www.DexCoolSettlement.com, fill out the online Claim Statement form, and attach scanned versions of your required documentation before clicking the button to submit your claim. Online claims must be **submitted no later than midnight on October 27, 2008**.
- (f.) If you wish to make reimbursement claims for two or more Covered Repairs, you must submit a separate set of documents (Claim Statement, proof of repair payment, and proof of ownership or lease) for each claim. You may not combine claims for more than one Covered Repair in a single Claim Statement.
- (g.) The Claims Administrator has the right to request additional documentation before the Claim is approved and paid. Your claim may be denied if the Claims Administrator determines that it is invalid.

7. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS: Since this litigation started in 2003, over 20 law firms have devoted more than 43,000 hours to prosecuting the various lawsuits across the country on behalf of class members purely on a contingent basis, and have received no compensation for their services or reimbursement of their expenses. As part of the proposed Settlement, subject to Court approval, plaintiffs' counsel will apply for attorneys' fees not to exceed \$16.5 million and expenses not to exceed \$1.55 million.

Application will be made for incentive awards not to exceed a total amount of \$140,000 for the named plaintiffs in the lawsuits. There are more than 100 named plaintiffs in the lawsuits. This is to recognize their initiative and effort in pursuing the matter on behalf of other vehicle owners and lessees. Any amounts approved by the Court will be paid by GM separately from and without reducing the reimbursement payments it makes to class members under the proposed Settlement.

8. RELEASE OF CLAIMS IF COURT APPROVES THE PROPOSED SETTLEMENT: If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the litigation with prejudice as to all class members. It will release all claims they may have based on any expenses they incurred because of a Covered Repair during the first seven years or 150,000 miles (whichever is earlier) their Group A, Group B, or Group C vehicle was in service.

This means that class members will be forever barred from bringing, continuing, or being part of any other lawsuit against GM and its personnel, representatives, and insurers, or GM's related companies and their

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personnel, representatives, and insurers, concerning such expenses. If you fall within the class definition and do not want to be barred from bringing, continuing, or being part of such a lawsuit, you must exclude yourself from the class and proposed Settlement here.

The release applicable to the Class if the settlement is approved provides as follows: In consideration of the benefits described above, the Representative Plaintiffs promise, covenant and agree, and each Class Member and the Class shall be deemed to have promised, covenanted and agreed, that, upon the Effective Date of Settlement, the Representative Plaintiffs and the Class Members, including their affiliates, subsidiaries, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and/or shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers, and anyone acting on their behalf, by operation of the Judgment, shall have hereby released, waived and discharged GM, including its subsidiaries, affiliates, associates, general or limited partners or partnerships, predecessors, successors, and/or assigns, including, without limitation, any of their respective present or former officers, directors, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers and anyone acting on their behalf, individually and collectively, from liability for any and all claims, demands, debts, rights, causes of action or liabilities whatsoever, including known and unknown claims, now existing or hereafter arising, in law, equity or otherwise, arising under state statutory or common law federal statutory or common law, or foreign statutory or common law, to the fullest extent permitted by law, including, but not limited to, federal or state antitrust claims, RICO claims, claims arising under state consumer protection, consumer fraud, deceptive trade practices statutes, common law breach of contract claims, statutory or common law fraud or misrepresentation claims, breach of fiduciary duty claims or unjust enrichment claims and whether possessed or asserted directly, indirectly, derivatively, representatively or in any other capacity, and whether or not such claims were or could have been raised or asserted in the Actions or the Amico/Bertino Actions, to the extent any such claims are based upon, arise out of or relate to, in whole or in part, any of the allegations, acts, omissions, transactions, events, conduct, or matters arising from or related to any Repair Expense. Claims for personal injury, and claims for lower intake manifold gasket replacements in 4.3-liter V6 engines for Class Members who have not submitted a Claim and received a payment under the settlement, are not released. The Parties recognize and agree that this is a general release. Representative Plaintiffs and the Class Members expressly waive and relinquish, and shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542 and the provisions, rights, and benefits conferred by any law of the United States, any law of any State or the District of Columbia, or any principle of common law that is similar, comparable, or equivalent to California Civil Code section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

9. YOUR OPTIONS AND DEADLINES: If you are a class member, you have the following options:

- (a.) **Participate in the proposed Settlement by making a claim.** To participate in the proposed Settlement, you must submit a claim as described above. You do not need to do anything else to participate. If you submit a valid claim on time, the Court approves the proposed Settlement, and the judgment becomes final, then a reimbursement check will be mailed to you.
- (b.) **Request to be excluded.** If you wish to exclude yourself from the class, you must submit a letter or postcard, **such that it is received on or before August 13, 2008**, stating:
 - Your name, address, telephone number;
 - The year, model, and vehicle identification number of the vehicle covered by the proposed

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Settlement that you currently or previously owned or leased; and

- That you wish to be excluded from the class and proposed Settlement in the lawsuit *Sadowski v. General Motors Corp.*, Case No. HG03093843.

You must send your exclusion request to the Claims Administrator, addressed as follows: **Dex Cool Litigation, c/o The Garden City Group, Inc., P.O. Box 9239, Dublin, OH 43017-4639**. If you submit a valid exclusion request on time, you cannot obtain a reimbursement payment under the proposed Settlement. You will not be bound by the final judgment, and you will not be barred from bringing, continuing, or being part of another lawsuit concerning expenses you incurred because of a Covered Repair.

If you do not properly exclude yourself, all of your claims based on such expenses will be released, and you will be barred from bringing, continuing, or being part of any such lawsuit. You will be barred even if you do not submit a claim under this proposed Settlement. In other words, if you do nothing at all, your claims will be released, and you will receive nothing under the proposed Settlement.

- (c.) **Object or comment.** If you are a class member and do not exclude yourself, you may object to or comment on all or part of the proposed Settlement. This includes plaintiffs' counsel's request for attorneys' fees, expenses, and incentive awards for the named plaintiffs. Objecting is not the same as excluding yourself. If you object and the proposed Settlement is approved, you will still be bound by the final judgment and your claims will be released.

You must submit your objections or comments in writing as follows:

- On the first page, please include a prominent reference to *Sadowski v. General Motors Corp.*, Case No. HG03093843. Your objections or comments must include:
 - Your full name, address, and telephone number;
 - The year, model, and vehicle identification number of the vehicle covered by the proposed Settlement that you currently or previously owned or leased, along with proof of a Covered Repair;
 - Your signature; and
 - Any supporting papers or briefs on which your objections or comments are based.

If you also wish to speak at the fairness hearing (described below), you must also 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.

You must deliver your objections or comments to the Court by filing them in person at any location of the Alameda County Superior Court that includes a facility for civil filings or by mailing them to Clerk of the Court at the address listed below, with copies to Co-Lead Counsel for the class and GM's counsel. **They must be received no later than August 13, 2008.** The mailing addresses for the Clerk of the Court, Co-Lead Counsel, and GM's counsel are as follows:

	<u>Co-Lead Counsel:</u>	<u>Counsel for GM:</u>
Clerk of the Court		
Rene C. Davidson Alameda	Eric H. Gibbs	Robert B. Ellis
County Courthouse	Girard Gibbs LLP	Kirkland & Ellis LLP
1225 Fallon Street	601 California Street, 14th Floor	200 East Randolph Drive
Oakland, California 94612	San Francisco, California 94108	Chicago, Illinois 60601

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If you submit an objection and wish to preserve your appellate rights, you must appear in person, through your counsel or as otherwise permitted by the Court, at the Fairness Hearing. If you do not wish to appear in Court then you must state so in your objection.

If you do not raise your objections according to the above procedure, you will waive all objections and have no right to appeal any aspect of the proposed Settlement. If you raise an objection according to the above procedure and fail to appear, you will have no right to appeal any aspect of the proposed Settlement. This includes appealing (i) an order approving the Settlement as fair, reasonable and adequate; (ii) entry of Judgment that dismisses this action with prejudice and releases the claims of class members as provided for in the Settlement; (iii) an award of incentive payments to the Representative Plaintiffs; or (iv) an award of reasonable attorneys fees and costs to Class Counsel.

You can enter an appearance in the lawsuit through your own legal counsel. If you do, you will be responsible for your own attorneys' fees and costs.

10. FAIRNESS HEARING: On August 29, 2008 at **11:00 a.m.**, a hearing will be held before the Honorable Robert B. Freedman, in Department 20 of the California Superior Court for Alameda County, County Administration Building, 1221 Oak Street, Oakland, California 94612. The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved. The Court will also decide whether a final judgment should be entered dismissing this lawsuit; and the amount of attorneys' fees and expenses and incentive awards to class representatives. This hearing may be postponed without further notice to the class.

11. ADDITIONAL INFORMATION: You can get more information at the proposed Settlement Web site at www.DexCoolSettlement.com. You can also view the Settlement Agreement and download a Claim Statement form on the Web site.

You can get more information by calling the Claims Administrator toll-free at **1 (866) 245-4291**; sending an e-mail to info@dexcoolsettlement.com; or by sending a written inquiry to Co-Lead Counsel at the address in Section 9, above. In addition, you can view the Court's docket at www.alameda.courts.ca.gov/domainweb and inputting case number HG03093843 or JCCP004495. Otherwise, **please do not direct any inquiries to the Court.**

DATED: MARCH 20, 2008

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