

**INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**

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

**RICARDO JAIVER QUIROS GALVÉZ,
ELIZABETH PADILLA SANDOVAL,
GERARDO M. LOERA, and
ARACELI OCAÑA HERNANDEZ,**

Plaintiffs,

vs.

**GENERAL MOTORS CORPORATION
and
JAIREN L. HOWARD,**

Defendants.

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**CASE NO. 0716 CV34007
Division 17**


JURY TRIAL DEMANDED

**DEFENDANT GENERAL MOTORS CORPORATION'S
OBJECTIONS AND RESPONSES TO PLAINTIFFS'
SECOND REQUEST FOR PRODUCTION OF DOCUMENTS**

To: Plaintiffs Ricardo Jaiver Quiroz Galvéz, Elizabeth Padilla Sandoval, Gerardo M. Loera, and Araceli Ocaña Hernandez, by and through their attorneys of record, Robert L. Langdon, Robert C. Sullivan, and Daniel A. Allen, Esqs., Langdon and Emison, The Eagle Building, P.O. Box 220, Lexington, Missouri 64067-0220.

Pursuant to Rule 58 of the Missouri Rules of Civil Procedure, General Motors Corporation ("General Motors"), a Defendant herein, serves these Objections and Responses to Plaintiffs' Second Request for Production of Documents.

Respectfully submitted,



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**ATTORNEYS FOR DEFENDANT
GENERAL MOTORS CORPORATION**

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of September, 2008, a true and correct copy of this pleading was served in accordance with the Missouri Rules of Civil Procedure on all known counsel of record.



GENERAL RESPONSE AND PREFATORY OBJECTIONS

General Motors' investigation of the facts relating to this incident is incomplete and is continuing. General Motors has not yet received or collected all documents relating to this action, nor completed its discovery or preparation of its defenses to Plaintiffs' allegations. General Motors reserves the right, at any time in this litigation, to identify additional witnesses, information or documents, if any, that pertain to any such theories known or unknown, or which may be discovered.

In addition, Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Because Plaintiffs have not disclosed such information, General Motors is not on notice of the precise allegations against it and thus is unable to respond fully and adequately to many of Plaintiffs' written discovery requests. General Motors therefore objects to Plaintiffs' written discovery requests because they are vague and ambiguous. If Plaintiffs amend their pleadings to identify the specific alleged defects in the subject 2001 Chevrolet Blazer, General Motors may supplement its responses to Plaintiffs' written discovery requests, if necessary.

Scope of Answers and Responses

The vehicle involved in this case is a 2001 Chevrolet Blazer (VIN 1GNNDT13W31K231809). For purposes of discovery as it relates to the fuel storage and delivery systems, the scope of substantially similar vehicles include 1998 with NE2 RPO – 2005 GMT330 4-door sport utility vehicles (S/T 10506 models) that have been marketed as the Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada. The determination of scope and the documents consequently produced in responding to discovery is for the purposes of discovery

and not an admission on behalf of General Motors regarding their admissibility or responsiveness to the allegation(s) made in this case.

Objections to Instructions and Definitions

General Motors objects to Plaintiffs' Definition of "Your Company," to the extent it requires General Motors to produce documents that are not in its custody, possession, or control and to the extent it purports to impose obligations and requirements on General Motors in addition to those imposed by the Missouri Rules of Civil Procedure regarding the discovery of information. *See* Missouri Rule of Civil Procedure 58.01(a); *see also Lazzari v. Director of Revenue*, 851 S.W.2d 68, 70 (Mo. App. E.D. 1993).

General Motors also objects to Plaintiffs' Definition of "Fuel System," because it is overly broad. Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Accordingly, Requests inclusive of such definition improperly seek documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1).

REQUEST FOR PRODUCTION NO. 1: Please produce complete, true, and accurate copies of General Motors Corporation's document retention policies that encompass or pertain to the following: (a) the **Subject Blazer**, (b) the **Fuel System** of the **Subject Blazer**, and (c) shields / shielding for fuel tanks of any 1995-2005 Chevrolet Blazer, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

RESPONSE: General Motors objects to this Request because it seeks documents and information that are not relevant to the claims of the parties, and is not reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1).

REQUEST FOR PRODUCTION NO. 2: Please produce complete, true, and accurate copies of hold orders that encompass or pertain to the following: (a) the **Subject Blazer**, (b) the **Fuel System** of the **Subject Blazer**, and (c) shields / shielding for fuel tanks of any 1995-2005 Chevrolet Blazer, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

RESPONSE: General Motors objects to this Request because it is vague and ambiguous. If Plaintiffs will further clarify what they mean by "hold orders," General Motors will supplement its response, if necessary.

REQUEST FOR PRODUCTION NO. 3: Produce complete, true, and accurate copies of all petitions and complaints (and amended, if any), police photographs, and police reports, relating to claims, notices of claims or lawsuits, wherein vehicles of the following years, makes, and models have caught fire: 1995-2005 Chevrolet Blazer, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Bates Nos. Alcudia134-361; 77221. Beyond this, General Motors objects to this Request because it is overly broad, seeks documents and information that are not relevant to the claims of the parties, and is not reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). For example, police photographs or reports pertaining to other unrelated incidents are not GM documents and tangible things containing matters relevant to the subject matter of this action and therefore not properly discoverable.

REQUEST FOR PRODUCTION NO. 4: Please produce complete, true, and accurate copies of documents, letters, correspondence, and meeting minutes including attachments,

presentations, and referenced documents and materials under the MINS database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding; cost within 50 words of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Alcurdia77631-78183. These documents were the result of the following search conducted in the *Ligas-Vera v. GM* matter, and were produced in accordance with Plaintiffs' and GM's discovery agreement of May 1, 2008:

- A. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel storage system in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)
- B. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel leaks in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)

Beyond this, General Motors objects to this Request because it is overly broad, and seeks documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). General Motors also objects to this Request because it does not comply with the rule requiring specific requests for documents. *See* Rule 58.01(b). This Request does not specify a particular class of

documents, but rather is an improper request that Plaintiffs be permitted to peruse the files of General Motors without any method to restrict access to privileged, non-relevant, or confidential information.

REQUEST FOR PRODUCTION NO. 5: Please produce a complete, true and accurate copies [*sic*] of Documents, letters, correspondence and/or meeting Minutes including attachments, presentations, and referenced Documents and/or materials under the MINS-2 (or MINS2) database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding; cost within 50 words of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

RESPONSE: See Response and Objections to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 6: Please produce a complete, true and accurate copies [*sic*] of Documents, letters, correspondence and/or meeting Minutes including attachments, presentations, and referenced Documents and/or materials under the MINS-3 (or MINS3) database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding;

cost within 50 words of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

RESPONSE: See Response and Objections to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 7: Please produce a complete, true and accurate copies [sic] of Documents, letters, correspondence and/or meeting Minutes including attachments, presentations, and referenced Documents and/or materials under the MINS-4 (or MINS4) database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding; cost within 50 words of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

RESPONSE: See Response and Objections to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 8: Please produce complete, true, and accurate copies of Vehicle Safety Improvement Program (VSIP) reports, VSIP presentations, VSIP Documents and VSIP materials that discuss, pertain, or regard the **Subject Blazer**. This request includes but is not limited to any program that replaced the VSIP program.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Bates Nos. Alcurdia88307-88409. Beyond this, General Motors objects to this Request because it is overly broad, and seeks documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Rule 56.01(b)(1). For example, Plaintiffs' defect allegations in this matter relate to the fuel storage and/or delivery system in a 2001 Chevrolet Blazer. Yet, this Request seeks

the production of documents related to other vehicle component parts, which Plaintiffs have not alleged are defective.

REQUEST FOR PRODUCTION NO. 9: Please produce complete, true, and accurate copies of Vehicle Safety Improvement Program (VSIP) reports, VSIP presentations, VSIP Documents and VSIP materials that discuss, pertain, or regard the **Fuel System** of the **Subject Blazer**, the fuel tank of the **Subject Blazer**, **Fuel System** integrity, the shielding of fuel tanks, and post-collision fuel-fed fires. This request includes but is not limited to any program that replaced the VSIP program.

RESPONSE: See Response and Objections to Request for Production No. 8.

REQUEST FOR PRODUCTION NO. 10: Please produce complete, true, and accurate copies of GMUTS standards applicable to post-collision protection, the **Fuel System** for the **Subject Blazer**, and the fuel tank of the **Subject Blazer**, together with applicable portions of the legal reference manual.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Bates Nos. Alcudia89430-89447.

REQUEST FOR PRODUCTION NO. 11: Please produce complete, true, and accurate copies of the following documents or information: Your computerized case inventory system (or Case Management Database System, sometimes referred to as "FAILURE GM Information Management System"), including Your "Virtual Partner Narratives", Discovery Review Reports, "Law Pack," or their current equivalents, for instances wherein vehicles of the following years, makes, and models have caught fire: 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada. This request includes, but is not limited to, matters coded as PL 7 (Post Collision Fuel Fire), PL23 (Fuel Tank Trucks), PL44 (Fuel Tank Vans), PL22 (Fuel tanks Opels & Corvettes), PL24 (Fuel Tanks Passenger Cars), EX (Explosion), PL 6 (Crashworthiness) and ID (Improper Design).

RESPONSE: See Response and Objections to Request for Production Nos. 4. General Motors

will also search for documents, if any, in the:

- A. "FARLIB" database discussing, analyzing, reporting, or otherwise commenting upon post-collision fuel-fed fires in 1998 (with NE2 RPO) - 2005 GMT 330 sport utility vehicles (S/T 10506 models) (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) (subject to Protective Order). General Motors will produce copies of the documents identified by its search, except for privileged documents and documents otherwise protected from disclosure.

Beyond this, General Motors objects to this Request because it is overly broad, not properly limited in time and scope, and asks for information that is not relevant and will not lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). For example, General Motors has identified 1998 (with NE2 RPO) - 2005 GMT 330 sport utility vehicles (S/T 10506 models) (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) as the range of vehicles with fuel storage and delivery systems that are substantially similar to the subject 2001 Chevrolet Blazer. General Motors further objects to this Request because it does not comply with the rule requiring specific requests for documents. *See* Rule 58.01(b). This Request does not specify a particular class or type of documents, but rather is an improper request that Plaintiffs be permitted to peruse the files of General Motors without any method to restrict access to privileged, non-relevant, or confidential information. This request is nothing more than a fishing expedition, which is strictly prohibited.

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

RICARDO GALVEZ, et al.,
Plaintiffs,

v.

GENERAL MOTORS CORP., et al.,
Defendants.

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Case No.: 0716-CV34007
Division 17

STAY OF PROCEEDINGS

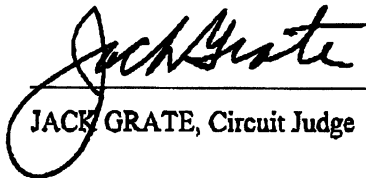
On August 14, 2009, Defendant Stant Manufacturing, Inc., filed its Notice of Bankruptcy with the Court.

Therefore, all activity in this matter is stayed until, and if, Defendant Stant Manufacturing, Inc., emerges from bankruptcy and the automatic stay is lifted.

SO ORDERED.

8/24/09

DATE



JACK GRATE, Circuit Judge

Copies faxed/mailed on 8/24 by  to:

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Fred Slough 531-2147
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**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI,
AT INDEPENDENCE**

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

**SUGGESTIONS IN SUPPORT OF PLAINTIFFS'
MOTION FOR ENTRY OF A PROTECTIVE ORDER**

COME NOW Plaintiffs, by and through counsel, and hereby respectfully request that the Court enter the attached Protective Order (Exhibit 1) in this case, and for such other and further relief as the Court deems just and proper.

I. INTRODUCTION

This case involves defects in the fuel system of a 2001 Chevrolet Blazer, the manifestation of which caused the death of one individual and severe injuries to two other individuals. In a previous case (Kline v. GM) involving the fuel system of a 2000 Blazer, Defendant GM admitted and argued at depositions and trial that the proper vehicle scope would include the 1995-2005 Blazer, Jimmy, and Bravada platform. GM even entered into a Protective Order in the Kline case (Exhibit 2) that contained a sharing provision "involving post collision fuel fed fires and light trucks/SUVs." In this case, GM has stamped numerous discovery documents as follows: "Produced Pursuant to Protective Order." To date, Defendant GM has been unwilling to agree to a Protective Order containing a proper sharing mechanism; thus, the Plaintiffs are seeking a Protective Order identical to the one agreed and entered into by GM in the Kline v. GM case. While the Plaintiffs are certainly willing to maintain the confidentiality of

documents that deserve such protection, the Plaintiffs do need to be able to share them with other lawyers pursuing similar claims on similar vehicles.

II. DISCOVERY SOUGHT

Plaintiffs are now asking the Court to enter a Protective Order in this case identical to the one that GM agreed and entered into in the Kline v. GM case. The Plaintiffs have attached the Protective Order from the Kline case as Exhibit 2, and the Plaintiffs have attached an identical proposed Protective Order for this case as Exhibit 1.

III. ISSUES RAISED BY DISCOVERY DISPUTE

The proper scope of a Protective Order.

IV. CITATION AND ARGUMENT

GM HAS PREVIOUSLY ENTERED A PROTECTIVE ORDER AGREEING TO A SCOPE THAT INCLUDED THE '95-'05 BLAZER, JIMMY AND BRAVADA

Kline v. GM involved allegations of a defective fuel system on a 2000 Blazer. This case involves a defective fuel system on a 2001 Blazer. The 2000 Blazer is identical to the 2001 Blazer and GM will not deny this fact. In the Kline case, Defendant GM agreed to, executed, and felt sufficiently protected by a Protective Order that included a sharing provision "involving post collision fuel fed fires and light trucks/SUVs." Exhibit 2: Paragraph 4(d), Protective Order in Kline v. General Motors, Circuit Court of the City of St. Louis, Case Number 042-09579. The Plaintiffs are asking the Court to enter a Protective Order in this case identical to the one agreed and entered into by GM in the Kline case.

GM HAS ALREADY ADMITTED THAT A PROPER SCOPE WOULD INCLUDE THE '95-'05 BLAZER, JIMMY, AND BRAVADA

In previous litigation involving fuel system defects on a 2000 Blazer (Kline), GM admitted and argued in depositions and at trial that the proper vehicle platform and scope is the 1995-2005 Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada. See Exhibit 3.

**THE PROPOSED ORDER SUBMITTED BY PLAINTIFFS PROTECTS
DEFENDANT GM FROM COMPETITIVE DISADVANTAGE**

Plaintiffs' Proposed Order prohibits dissemination of confidential materials to any entity which might gain a competitive advantage against GM. Confidential materials can be provided to experts and to other attorneys in similar litigation only if they agree, by affidavit, to be bound by the confidentiality order, which subjects them, or it, to the jurisdiction of this Court. However, the limited sharing provision proposed by Defendant GM is improper because it limits sharing to other similar cases and it directly contradicts Defendant GM's own past arguments of scope and Protective Orders that it has agreed upon.

**A "SHARING" PROTECTIVE ORDER LIKE THE ONE ENTERED IN THE
KLINE CASE IS WARRANTED IN THIS CASE**

The Protective Order proposed by the Plaintiffs prohibits disclosure of documents to competitors of GM and to the public at large. Disclosure is permitted *only* to lawyers and experts involved in this case and similar litigation. Therefore, the Plaintiffs are not suggesting that these documents be made publicly available. Such sharing of discovery material among litigants in similar cases has been approved by nearly every Court considering this issue for numerous reasons.

Defendant manufacturers in product liability litigation often seek to isolate the claimant's counsel by seeking the entrance of a restrictive Protective Order (i.e an order which forbids plaintiffs' counsel from disclosing discovery materials to litigants involved in other similar

cases). However, allowing Plaintiffs' counsel access to an information sharing mechanism is necessary to protect a vital interest possessed by the claimant, namely, the right to have his or her case fairly and adequately prepared for trial. It would be extremely difficult if not impossible for Plaintiffs' lawyer to properly prepare a complex product liability case unless counsel is permitted to discuss the technical meaning and strategic significance of discovery materials with other attorneys handling similar cases. In order for a meaningful discussion to occur, counsels must be able to view the documents during the discussion. Such an Order protects the legal interest of both parties and promotes judicial efficiency during discovery.

Essentially, there are three significant benefits that relate to the sharing of information between similarly situated litigants. First, sharing Protective Orders reduce the cost of the discovery process. The savings can be analogized to a class action or cases that have been consolidated. Claimants in those cases enjoy the benefits of information sharing. The objective in the current case is to extend to Plaintiffs, a litigant in a multi-jurisdictional type case, the same benefits of information sharing routinely enjoyed by litigants involved in class actions and consolidated proceedings.

Second, this sharing mechanism is necessary for a just determination and a level playing field between the manufacturers and claimants. It is well known that all local defense counsels work under the supervision of a common corporate entity. During the defense of each individual case, all local defense counsels enjoy the benefits of access to a sophisticated and very effective collaborative mechanism. In view of this, and in view of the fact that modern product liability litigation involves many documents of a highly technical nature, many courts have recognized that the claimants have an equal if not greater need for access to an information sharing

mechanism. The entrance of a Protective Order that prevents sharing between lawyers with similar claims grants the product manufacturer a great and unjust advantage.

Third, a broad sharing mechanism permits claimants to verify the accuracy of the defendant's response to the discovery requests. By ensuring a full disclosure of all relevant information (which is, indeed, the primary objective of the discovery rules) a verification tool insures that the result in each individual case will be based on the truth concerning the merits of the underlying case. All of the aforementioned benefits that accompany sharing mechanisms are deeply embedded in Missouri law.

Missouri's Rule 56, governing Protective Orders in discovery is modeled after Federal Rule of Civil Procedure 26. Giddens v. Kansas City So. R.R. Co., 29 S.W.3d 813, 826 n.3 (Mo. banc 2000). See also Stortz v. Seier, 835 S.W.2d 540, 541 (Mo. App. 1992) (Rule 56 is modeled after Federal Rule 26). Thus, federal precedent concerning that rule and its predecessor is a persuasive guide for the construction of Rule 56. Stortz, 835 S.W.2d at 541.

Nearly every court to consider this issue has held that discovery sharing promotes the just, speedy, inexpensive determination of actions, which is the prime objective of the civil rules. See, e.g., Ward v. Ford Motor Co., 93 F.R.D. 579, 580 (D. Colo. 1982) (information sharing "reduces the effort and expense inflicted on all parties, including [the auto manufacturer], by repetitive and unnecessary discovery"). As recognized in Ward, "[i]n this area of ever expanding litigation expense, any means of minimizing discovery costs improves the accessibility and economy of justice." See also, Cipollone v. Liggett Group, Inc., 113 F.R.D. 86, 87 (D.N.J. 1986), *mandamus denied*, 822 F.2d 335 (3d Cir. 1987), *cert. denied*, 484 U.S. 976 (1987) ("requiring each plaintiff in every similar action to run the same gauntlet over and over again serves no useful purpose other than to create barriers and discourage litigation against

defendants"); Nestle Foods Corp. v. Aetna Cas. & Sur. Co., 129 F.R.D. 483, 486 (D.N.J. 1990); Depford v. Schmid Prod. Co., 120 F.R.D. 648, 654 (D. Md. 1987); United States v. Hooker Chem. & Plastics Corp., 90 F.R.D. 421, 426 (W.D.N.Y. 1981)(discovery sharing particularly necessary where the parties' resources are uneven). Cf. Wilk v. American Med. Ass'n, 635 F.2d 1295, 1299 (7th Cir. 1980)(noting the "wastefulness" of duplicate discovery, and agreeing with "every other appellate court which has considered the issue" that modification of existing Protective Orders to permit access by other litigants usually should be permitted). Simply put, that plaintiffs will share discovery with other litigants does not constitute good cause for a Protective Order. See, e.g., Parsons v. General Motors Corp., 85 F.R.D. 724 (N.E. Ga. 1980) (rejecting GM's argument against information sharing); Koval v. General Motors Corp., 610 N.E.2d 1199 (Ohio C.P. 1990).

In addition to cost savings and efficiency, broad information sharing among plaintiffs provides an important check on the completeness of a defendant's disclosures. See, generally, Hare, Gibler & ReMine, Confidentiality Orders (1988). As explained in Garcia v. Peeples, 734 S.W.2d 434 (Tex. 1987), "Shared discovery is an effective means to ensure full and fair disclosure. Parties subject to a number of suits concerning the same subject matter are forced to be consistent in their responses by the knowledge that their opponents can compare these responses." See also, Koval, 610 N.E.2d at 1202 (information sharing "imposes on the producing party such as General Motors, the duty to provide full, fair and consistent disclosure of documents to each similarly situated plaintiff").

There is no disagreement between Plaintiffs and Defendant GM regarding the necessity of a Protective Order. The sharing Protective Order suggested by Plaintiffs protects Defendant GM and provides all of the aforementioned benefits. However, Defendant GM's suggested

Protective Order seeks to severely limit the benefits discussed above by limiting sharing to only cases regarding the fuel system of 1998 (with NE2 RPO) – 2005 GMT330 4-DR Sport Utility Vehicles. The design principles for fuel systems are generic and apply across model lines. Often times the availability of a safer alternate design is an important issue in products liability cases, as is the manufacturer's potential knowledge regarding the alleged defect. Therefore the benefits of sharing discussed above will be realized and furthered by the entry of Plaintiffs' Proposed Protective Order attached as Exhibit 1, which encompasses cases involving post collision fuel fed fires in GM light trucks and SUVs.

The true purpose of GM's proposed Protective Order is to isolate past, present, and future litigants during the discovery process even though their claims are similar. The justice system will be unnecessarily burdened because future plaintiffs will have to run through the same maze by way of duplicative discovery requests that the Courts will likely have to expend resources enforcing. Furthermore, the defendants will have an unjust advantage because counsels for GM can share such information but claimants' attorneys cannot.

V. CONCLUSION

Plaintiffs' proposed Protective Order affords protection to Defendant GM and ensures a more efficient discovery process for this case and others. However, Defendant GM's proposed order is too narrow in its sharing provision because it seeks to isolate this claimant from other claimants who are in the same position and unjustly limit sharing to only cases involving GM pickups, despite the fact that fuel system design principles are applicable to all GM vehicles. This proposed narrow sharing provision does not enhance the protection afforded to GM. It is equally true that the addition of a more broad sharing provision does not negate any of the

protection otherwise afforded to Defendant GM. Plaintiffs must not be prohibited from sharing and discussing information with attorneys in similar litigation.

WHEREFORE, for the foregoing reasons, Plaintiffs respectfully request that the Court enter the attached Protective Order (Exhibit 1) in this case, which is identical to the one agreed to by GM and executed in Kline v. GM, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

LANGDON & EMISON

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 16th day of May, 2008, upon:


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Attorneys for Plaintiff

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)
)
 Plaintiffs,)
)
 vs.)
)
 GENERAL MOTORS CORPORATION)
 And JAIREN L. HOWARD,)
)
 Defendants.)

Case No. 0716-CV34007
Division 17

STIPULATED CONFIDENTIALITY PROTECTIVE ORDER

Upon stipulation of the parties and being otherwise fully advised on the premises, it is hereby ORDERED that:

1. Documents to be produced by General Motors during discovery in this litigation may contain trade secrets and other confidential research, development, and commercial information of General Motors.

These documents are hereafter referred to as "Protective Documents." Except as otherwise indicated below, all documents that General Motors has designated as "confidential" or "protected" that are produced by General Motors shall be Protected Documents and be given confidential treatment as described below.

2. Protected Documents shall not include advertising materials or materials that on their face show that they have been published to the general public.

3. Protected Documents and the material contained therein shall not be used or shown, disseminated, copied, or in any way communicated to anyone for any purpose whatsoever, other than as required for the preparation and trial of this action. Except as provided



for in the paragraphs below, plaintiff shall keep all Protected Documents and the material contained therein confidential from all persons.

4. Except as otherwise directed by this Court, the documents and information produced by defendant General Motors and designated as protected by this Order shall be revealed only to the following persons (hereinafter referred to as "Qualified Persons"):

- a) Counsel of record for the parties in this action;
- b) Employees of such counsel assigned to and necessary to assist such counsel in the preparation or trial of this action;
- c) Experts and consultants retained by such counsel whose assistance is necessary for the preparation of a trial in this specific action, unless General Motors notifies plaintiff's counsel in writing that such expert or consultant is employed by a competitor of General Motors, and then disclosure may occur after the Court rules on disclosure, upon motion by General Motors which shall be made within fourteen (14) days;
- d) The Court and court personnel for any purposed the Court finds necessary;
- e) Jurors and Court personnel at trial of plaintiffs' action against General Motors as necessary for trial purposes; and
- f) Attorneys representing plaintiffs in other cases against this defendant, involving post collision fuel fed fires and light trucks/SUVs. If any documents designated as protected by this Order are revealed to other attorneys representing plaintiffs as described in this section, counsel of record agrees to disclose and provide the identities of such persons upon request of General Motors or its counsel.

5. With the exception of persons identified in subparts (a), (b), (d) and/or (e) o paragraph 4 no person entitled to access to protected documents or information under this Order shall be provided with the protected documents or information unless such individual has (a) read this Order and (b) completed and signed the affidavit provided. No person entitled to access to protected documents or information shall discuss the contents of any such materials with any

other individual, except those individuals who are also permitted to view, inspect or examine the materials protected herein.

6. Before being given access to any Protected Document or the material or information contained therein, each Qualified Person shall be advised of the terms of this Order, shall be given a copy of this Order, and shall agree to be bound by its terms. Counsel providing Protected Documents shall maintain a list of all Qualified Persons to whom any Protected Documents or material contained therein are provided, and that list shall be available for inspection by the Court.

7. Counsel shall keep records of all copies of each Protected Document distributed, in whole or in part, to Qualified Persons. Any copies so distributed shall be returned to counsel after the completion of the Qualified Person's consultation or representation of this case.

8. To the extent that any Protected Document or information obtained therefrom is used in the taking of depositions, such documents or information shall remain subject to the provisions of this Order along with the transcript pages of the deposition testimony dealing with the Protected Documents or information. At the time any Protected Document is used in any deposition, the reporter will be informed of this Order and will be required to operate in a manner consistent with this Order, and the reporter shall separately label the confidential portions of the deposition transcript.

9. Each document that is filed with the Court that contains any portion of an Protected Documents or information taken therefrom shall be filed in a sealed envelope or other appropriate sealed container in which shall be endorsed the title to the action to which it pertains, an indication of the nature of the contents of such sealed envelope or other container the word "CONFIDENTIAL" and a statement substantially in the following form:

This envelope is sealed and contains confidential information filed in this case and is not to be opened or the contents thereof displayed or revealed except by Order of the Court or pursuant to written stipulation of the parties to this action. This envelope or container shall not be opened without Order of the Court, except by officers of the Court and counsel of record, who, after reviewing the contents, shall return them to the clerk in a sealed envelope or container.

10. After termination of this litigation, the provisions of this Order shall continue to be binding. This Court retains and shall have jurisdiction over the parties and recipients of the Protected Documents for enforcement of the provisions of this Order following termination of this litigation.

IT IS SO ORDERED

Circuit Court Judge

Approved as to form and substance:

Attorney for Plaintiff

Attorney for General Motors

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)
)
 Plaintiffs,)
)
 vs.)
)
 GENERAL MOTORS CORPORATION)
 And JAIREN L. HOWARD,)
)
 Defendants.)

Case No. 0716-CV34007
Division 17

AFFIDAVIT OF

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned, first being sworn, depose and says:

1. I am over 18 years old and have personal knowledge of the matters described below.
2. I have read the Confidentiality Protective Order entered in the above-captioned case.
3. I have abided by and agree to abide by the terms of that Confidentiality Protective Order.
4. I will return to plaintiffs' counsel all protected documents, materials and transcripts in my possession, if any, in the above-captioned case.
5. I have retained no notes, summaries, documents or drawings nor any information or data taken from the aforesaid protected documents and materials.

FURTHER AFFIANT SAYETH NAUGHT.

Subscribed and sworn to before
me on this _____ day of _____

Notary Public

RECEIVED JUL 13 2006

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

LISA KLINE, individually and as natural)
mother of ALEXANDRIA D. KLINE,)
)
Plaintiff,)
)
vs.)
)
GENERAL MOTORS CORPORATION,)
JAMES E. HAAS, and DOMINIQUE)
W. HARRIS)
)
Defendants.)

Case No. 042-09579

Division : 01

STIPULATED CONFIDENTIALITY PROTECTIVE ORDER

Upon stipulation of the parties and being otherwise fully advised on the premises, it is hereby ORDERED that:

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2. Protected Documents shall not include advertising materials or materials that on their face show that they have been published to the general public.



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- a) Counsel of record for the parties in this action;
- b) Employees of such counsel assigned to and necessary to assist such counsel in the preparation or trial of this action;
- c) Experts and consultants retained by such counsel whose assistance is necessary for the preparation of a trial in this specific action, unless General Motors notifies plaintiff's counsel in writing that such expert or consultant is employed by a competitor of General Motors, and then disclosure may occur after the Court rules on disclosure, upon motion by General Motors which shall be made within fourteen (14) days;
- d) The Court and court personnel for any purposed the Court finds necessary;
- e) Jurors and Court personnel at trial of plaintiffs' action against General Motors as necessary for trial purposes; and
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5. With the exception of persons identified in subparts (a), (b), (d) and/or (e) of paragraph 4 no person entitled to access to protected documents or information under this Order shall be provided with the protected documents or information unless such individual has (a)

read this Order and (b) completed and signed the affidavit provided. No person entitled to access to protected documents or information shall discuss the contents of any such materials with any other individual, except those individuals who are also permitted to view, inspect or examine the materials protected herein.

6. Before being given access to any Protected Document or the material or information contained therein, each Qualified Person shall be advised of the terms of this Order, shall be given a copy of this Order, and shall agree to be bound by its terms. Counsel providing Protected Documents shall maintain a list of all Qualified Persons to whom any Protected Documents or material contained therein are provided, and that list shall be available for inspection by the Court.

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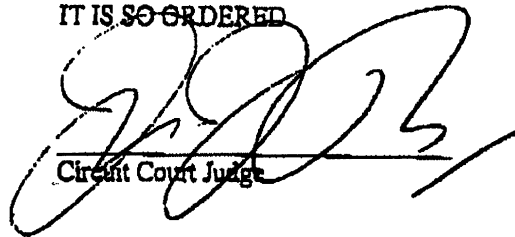
pertains, an indication of the nature of the contents of such sealed envelope or other container,

~~the word "CONFIDENTIAL" and a statement substantially in the following form:~~

This envelope is sealed and contains confidential information filed in this case and is not to be opened or the contents thereof displayed or revealed except by Order of the Court or pursuant to written stipulation of the parties to this action. This envelope or container shall not be opened without Order of the Court, except by officers of the Court and counsel of record, who, after reviewing the contents, shall return them to the clerk in a sealed envelope or container.


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IT IS SO ORDERED

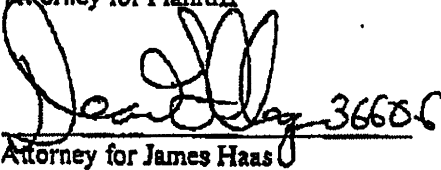


Circuit Court Judge

Approved as to form and substance:



Attorney for Plaintiff



Attorney for James Haas



Attorney for General Motors



Attorney for Dominique Harris

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

LISA KLINE, individually and as natural)
mother of ALEXANDRIA D. KLINE,)
)
Plaintiff,)
)
vs.)
)
GENERAL MOTORS CORPORATION,)
JAMES E. HAAS, and DOMINIQUE)
W. HARRIS)
)
Defendants.)

Case No. 042-09579

Division : 01

AFFIDAVIT OF

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned, first being sworn, deposes and says:

1. I am over 18 years old and have personal knowledge of the matters described below.
2. I have read the Confidentiality Protective Order entered in the above-captioned case.
3. I have abided by and agree to abide by the terms of that Confidentiality Protective Order.
4. I will return to plaintiffs' counsel all protected documents, materials and transcripts in my possession, if any, in the above-captioned case.
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FURTHER AFFIANT SAYETH NAUGHT.

Subscribed and sworn to before
me on this ___ day of _____

Notary Public

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HJBMMS

STATE OF MISSOURI
IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS

LISA KLINE, individually and as
Natural Mother of ALEXANDRIA D. KLINE,

Plaintiff,

-vs-

Case No. 042-09579

GENERAL MOTORS CORPORATION, et al,

Defendants.

The videotaped deposition of
JOHN D. FITZPATRICK, taken in the above-entitled cause
before H. Elinda Barlow (CSR 6307), Certified Shorthand
Reporter and Notary Public in and for Oakland County,
Michigan, at 39577 Woodward Avenue, Bloomfield Hills,
Michigan, on the 6th day of January, 2007, commencing at
p.m., pursuant to the Missouri Rules of Civil
Procedure.

1:17



9

11

1 A. I retired June 30th, 1999.
2 Q. And are you currently under any type of
3 contract for General Motors while you're retired to do
4 any consulting work, anything like that?
5 A. No, I am not.
6 Q. When did you first start working for General
7 Motors?
8 A. My first day of employment was June 24th,
9 1963.
10 Q. And what was your first position at General
11 Motors?
12 A. My first position for the first two years was
13 as a college graduate in training, which was a typical
14 path for graduate engineers at that time.
15 Q. Do you have a degree in engineering?
16 A. I have a degree in mechanical engineering from
17 Iowa State University, Ames, Iowa.
18 Q. Do you have a master's, any master's degrees?
19 A. I have taken master courses but I have not. I
20 did not or have not received a master's degree.
21 Q. Are you a licensed professional engineer?
22 A. No, I am not.
23 Q. Were you at the time that you were employed by
24 General Motors as an engineer?
25 A. No, I was not.

1 Q. You understand that the vehicle involved in
2 this case is a 2000 Chevrolet Blazer, correct?
3 A. Yes, I am.
4 Q. Now, how long were you what I would call a
5 design engineer, if that's the right term, at General
6 Motors?
7 A. After my two year training program from June
8 of '63 to June of '65, I then became what I think you
9 are referring to as a design engineer. My first
10 assignment was in the transmission group and I was there
11 for about eight years. I then went to the development
12 activity at the General Motors Proving Grounds where I
13 was there for five years. Two years, I spent two years
14 as a, also as a design engineer on the, the M van, you
15 would know it popularly as the Astro and GMC version. I
16 just drew a blank on that. Also I had responsibility
17 for the Love truck which we were importing for purposes
18 of use here in the United States from Japan. And then
19 beyond that time, which was actually December of '81, I
20 got into supervisory activities.
21 Q. What kind of work did you do during your time
22 at the GM Proving Grounds?
23 A. Okay. At the time, the five years at the
24 General Motors Proving Grounds I was a development
25 engineer. My primary activities were in the ride and

10

12

1 Q. General Motors has represented in this case
2 that you were the chief engineer for the 2000 model year
3 Chevrolet Blazer. Is that correct?
4 A. That is correct.
5 Q. What -- Describe your duties as chief
6 engineer for that vehicle, what were you responsible
7 for?
8 A. Okay. As chief engineer my primary
9 responsibility was to make sure that the, the vehicle
10 was designed and validated on time so that the
11 manufacturing organization could then take on their
12 responsibilities of manufacturing the vehicle. Part of
13 that responsibility entailed pulling the six, what we
14 call vehicle systems together. That would include
15 electrical, brake systems, HVAC or the vehicle heating
16 and air conditioning, body interior, body exterior,
17 chassis and power train elements together into a
18 completed vehicle.
19 Q. Did you have to sign off on the vehicle before
20 it went into manufacture?
21 A. Yes, I did, that was part of the validation,
22 the end step in the validation process.
23 Q. And were you at the top of the chain of people
24 who signed off on the vehicle in terms of design?
25 A. Yes, I was.

1 handling area for the G van, which you would know as
2 the, I believe it was the Chevrolet Beauville, I think
3 it was a GMC Jimmie or they had another name. Also
4 there was the -- Those were the passenger versions of
5 the vans. They, they also had commercial versions. I
6 think it went, they were known as the G ten, twenty and
7 thirty series for Chevrolet, the GMC, I don't recall
8 specifically what, what they called those vehicles in
9 the market place.
10 Q. The 2000 Chevrolet Blazer that we have in this
11 case, what years was that model manufactured for?
12 A. Would you please state the first part of that
13 question over?
14 Q. The 2000 Chevrolet Blazer that we have in this
15 case?
16 A. Yes, sir.
17 Q. For what years was that model manufactured?
18 A. Okay. The 2000 vehicle was known to me as the
19 GMT 330 and the passenger version went into production
20 as a 1995 model in the fall of 1994, as I recall.
21 Q. When did the design of the vehicle that went
22 into production in 1994 begin at General Motors?
23 A. Typically at that time we had about a five
24 year cycle, design cycle five year, six year design
25 cycle, so you'd have to back up from that date so it

3 (Pages 9 to 12)

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

Honorable Michael B. Calvin, Judge

LISA KLINE, individually)
and as natural mother of)
ALEXANDRIA D. KLINE,)
Plaintiff,)

vs.)
GENERAL MOTORS)
CORPORATION and)
JAMES E. HAAS,)
Defendants.)

Cause No. 042-9579
Division 22

TRIAL PROCEEDINGS

THURSDAY, JANUARY 18, 2007

MR. ROBERT LANGDON
MR. ROBERT C. SULLIVAN
MR. DAN ALLEN
Langdon & Emison
911 Main Street, Lexington, MO 64067

MR. STEVEN MEYERKORD
Meyerkord, Rineberg & Graham, LLC
1717 Park Avenue
St. Louis, MO 63104
on behalf of Plaintiff

MR. MICHAEL P. COONEY
MS. BRITTNEY SCHULTZ
Dykema Gossett PLLC
400 Renaissance Center, Detroit, MI 48243

MR. MICHAEL E. BUB
Sandberg, Phoenix & von Gontard, PC
One City Centre, Suite 1500, St. Louis, MO 63101
on behalf of Defendant General Motors;

MR. DEAN R. GALLEGO
Wilke & Wilke, PC
2708 Olive Street, St. Louis, MO 63103
on behalf of Defendant James Haas.

I N D E X

THURSDAY, JANUARY 18, 2007

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1 argument one step further that that proves the absence of
2 a defect. That's what they need the greater standard
3 for. They can say, "Well, there's no evidence that we
4 had notice that anything was wrong." That's different
5 than taking it the next step and saying that shows
6 there's no defect. That's what the case law says.

7 MR. COONEY: I guess I'm unclear, Your Honor.
8 It's certainly critical to our defense and their case if
9 you had -- he just stood up on direct and said that we're
10 aware of a dangerous condition. It's critical evidence
11 for us to put in that we have a system in place and no
12 one ever reported this type of failure mode, and I don't
13 know how that cannot come in.

14 MR. ALLEN: Judge, they bear the burden of
15 laying a foundation of showing through an expert or
16 something. They can demonstrate that an accident
17 occurred, you know, you have the same kind of system or
18 whatever you want to argue. They have no expert to give
19 an opinion where an accident has taken place in this
20 vehicle did not leak fuel. That's the burden they have
21 to show to get in. There's a lack of OSI.

22 MR. COONEY: I cannot -- excuse me for my
23 astonishment, Your Honor. We are talking through Mr.
24 Wallingford other incidents involving Blazers that are
25 pickup trucks and ten years ago and they're going to put

1 MR. COONEY: Right.

2 THE COURT: That's the same. I'm going to
3 allow as to that particular model and we'll go from
4 there.

5 MR. COONEY: Thank you.

6 THE COURT: That particular model. Thank you.

7 MR. COONEY: Did you say take a break?

8 THE COURT: Oh, no, no.

9 MR. COONEY: I'm sorry.

10 (The proceedings returned to open court.)

11 Q (By Mr. Cooney) Mr. Wallingford, I believe the
12 question I had asked you was that you're aware from the
13 work that you have done that General Motors has a system
14 in place where they track incidents that are reported to
15 them about different injuries or problems or failings in
16 their products. You're aware of that generally, sir?

17 A Yes, sir, I'm aware that that system exists in
18 some parts of GM.

19 Q And sir, am I correct that as you're sitting
20 here today -- well, let me stop. You're also aware I
21 believe, Mr. Wallingford, that there are different groups
22 in the country who track the field performance and data
23 on accidents that occur in the real world. You're aware
24 of that as well?

25 A Globally accidents and the types of fatalities.

1 all those in and I'm not allowed to talk about the very
2 vehicle at issue and whether General Motors, who tracks
3 this information, was ever told or heard about a failure
4 just like the one they acknowledged here?

5 You know, we fully briefed this and the case
6 says if you have a system in place, you track that data,
7 the fact that you have the absence of ever reported other
8 incidents is absolutely probative to a product liability
9 claim. The issue in the case is notice. I mean, just
10 like crash tests. We did some crash tests in the field.
11 Isn't that some evidence we should be able to put in
12 front of the jury? I've never not been able to do that.

13 MR. SULLIVAN: The case law is pretty clear on
14 this and we've briefed it, Judge, but the point is he's
15 going to get up here and testify to something that is not
16 even in evidence that they have all these things. I
17 think it's legitimate for Mr. Wallingford to say, "Did
18 you find anything in your review that showed any failures
19 in these lines?" But for him to get up here and testify
20 that we had a system and we didn't do it, he's testifying
21 and that's not in evidence, Your Honor.

22 MR. COONEY: In the 1995 to 2005, that's the
23 same design.

24 THE COURT: That is the same. That's what you
25 said before.

1 yes, sir.

2 Q For example, there's something called a Fatal
3 Accident Reporting System where every fatal accident --
4 not every fatal accident in the country, but some effort
5 is made to record data on every fatal accident that
6 occurs in the United States.

7 A Yes.

8 Q Did I say that fairly?

9 A Yes.

10 Q And then some states, and I don't know if
11 Missouri is one or not, tracks that same type of data;
12 that is, in certain levels of severity impact they
13 collect data on it so they can keep track of what kind of
14 accidents are occurring within that state. Is that fair
15 too?

16 A Yes, some states.

17 Q All right. Here's my question, Mr.
18 Wallingford. Based on whatever work you've done in this
19 case, have you identified, sir, whether it comes from
20 whatever source, any incident, any collision that's ever
21 occurred other than the one in your theory here that's
22 ever occurred in a 1995 to 2005 Blazer or similar model
23 where there has been a report or a claim that the fuel
24 lines that you're talking about here kinked and failed
25 and leaked fuel?

I N D E X

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1 that in a crash you don't have a problem with these lines
2 getting pressed against or crushed against something. So
3 you don't want to put them on top of something. You got
4 to remember that the floor is right on top of all of this.
5 You don't want to put them on top of something so that in
6 a crash they can get crushed against the transmission. So
7 you want to route them where it's clear. You can't tell
8 here, but this is several inches over the top of this
9 where it can in a crash have room to move without getting
10 crushed or damaged, so a protected location for the
11 crossover.

12 You'll hear from Mr. Raber who is a guy --
13 it's a team of people, not just him. He is the guy
14 ultimately who has to sign off on this design, say this is
15 how we're going to do it. Talk about some other
16 locations, location that is safe for this vehicle. It's
17 the perfect location for this kind of a four wheel drive
18 setup. Front wheel drive vehicle, he didn't have any of
19 this. It would be a whole other issue, but for this setup
20 this is the safe way to do it.

21 The question is well, you know, is this
22 something he came up with on his own? The evidence will
23 show that this is a location, this is a way of doing it
24 for this type of vehicle that GM gives us today on four
25 wheel drive vehicles. You might know some of them.

30

32

1 Silverado is the basic. Mainline pickup truck. Full-size
2 pickup truck. Tahoes. Yukons. ST is a small pickup
3 truck. The Hummer and H3 that route in an area like this.
4 These are different vehicles and different designs. The
5 idea is the notion of routing in a cleared area through
6 the drive shaft.

7 We're not the only ones who do that. Ford
8 Motor Company and Chrysler, SUV, the four wheel drive have
9 the same type of theory of routing in this area where the
10 drive shaft is because you get clearance, you limit
11 movement, and they view it as the safest way, proper way
12 to do it.

13 Plaintiff's experts disagree. All right.
14 But their experts can't even agree on how they would do
15 it. One says route it up, up here all the way up through
16 the front, the dashboard area, and I'm not saying you
17 can't ever do it that way. But, you know, in a frontal
18 impact there's lots of materials up there and lots of
19 components in your dash. That's not necessarily
20 improvement.

21 Mr. Long, which you're going to hear about,
22 wants to route it someplace. He's not specific. He says
23 over the transfer case. But I told you about that. You
24 got a floor right on top of all this. What happens in a
25 crash from the side? It crashes, goes down, compresses

1 it, it can cut it. Separate it. So that's not the
2 solution.

3 At the end of the day the issue is, if
4 you're an engineer doing this you can have a great idea.
5 You can think you're doing it the right way, but the
6 question is, you know, you've got to test it. You've got
7 to run some crash tests to say you're right. And in this
8 case, I'm going to show you literally hundreds of crash
9 tests General Motors ran to make sure this idea they came
10 up with worked and was safe.

11 You're not going to hear about any specific
12 design on the other side about how you should have done it
13 this way. They'll throw some ideas out, but the evidence
14 will show they don't have any design that someone came up
15 with to say this is really the better way nor will you
16 hear about that they ever tested it in any way to say it
17 really performs better.

18 Nylon lines. Why do we use those? And
19 again, the testimony will be that's what the engineers
20 choose to be the best solution for this design. Tough,
21 but flexible.

22 Other possibilities you might hear about.
23 Why do they choose steel braided? Steel sounds, you know,
24 strong. Good. The evidence will show that there may be
25 applications where a steel braided line works better, but

1 there are some like this where it doesn't.

2 Everything has got sides you'll find, the
3 evidence will show, in people who design automobiles.
4 Things have down sides, flexible sides. Steel braided
5 have problems with flexibility. If you've got an
6 application where you need flexibility, steel doesn't
7 give. You risk that it pulls off on the ends. So that is
8 not necessarily the better solution. It's not necessarily
9 stronger, and for this application, the engineers will
10 tell you it wasn't the right decision.

11 As I said, you can have, you know, it's all
12 talk until you test it, and the evidence is going to show
13 in this case that General Motors tested this vehicle --
14 and I say this vehicle I should be clear. This is a 2000
15 Blazer, but it's actually a model around any car you buy
16 you know they make it for more than one year. They run it
17 out for a number of years, and GM did that with these size
18 trucks. This model ran from 1995 to 2005. The Blazer,
19 the Jimmy, the Bravada. They didn't sell many of those,
20 but those are the three models that fit this. And GM ran
21 crash tests to meet the federal government standard,
22 frontal impact, side impact, angle sided impacts, rear
23 impacts. All that you can do. Can't be good in just one
24 direction. Got to work them all. And also tested the
25 GM's higher in crash performance. GM also has, in

I N D E X

MONDAY, JANUARY 22, 2007

VOLUME B

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MISSOURI UNIFORM ACCIDENT REPORT

636992

SPACE USED FOR BARCODE	1-AGENCY NAME AND ORIGIN KANSAS CITY, MISSOURI POLICE DEPARTMENT 1125 LOCUST KANSAS CITY, MISSOURI 64106 ORI: MOKPD0000
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LEFT THE SCENE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CLEARED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	ACCIDENT CLASSIFICATION PROPERTY DAMAGE ONLY	NUMBER INJURED 6	NUMBER KILLED 1	REPORT / CASE / INCIDENT NUMBER 06-060315
NUMBER OF VEHICLES INVOLVED 2		ACCIDENT DATE 09/17/06	ACCIDENT TIME 0326	TIME NOTIFIED (ML) 0340	TIME ARRIVED (ML) 0410
INVESTIGATION DATE 09/17/06					

2-LOCATION COUNTY Jackson	MUNICIPALITY KANSAS CITY, MISSOURI	BEAT / ZONE 142	TRP / DIST / PCT CPD	INVESTIGATED AT SCENE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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ROADWAY DIRECTION North	SPEED LIMIT 35	DISTANCE FROM 80 FEET	LOCATION AFTER	INTERSECTING STREET OR ROADWAY 45th St.	GEO-CODE N/A	GPS LONGITUDE N/A	GPS LATITUDE N/A
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3-DAMAGE TO PROPERTY OTHER THAN VEHICLES
 1. STATE 2. COUNTY 3. MUNICIPAL 4. PRIVATE PROPERTY 5. OTHER

GIVE OWNER'S NAME AND ADDRESS, DESCRIPTION OF PROPERTY, AND DAMAGE
 NoDOT Tree, 4422 Troost, burnt bark and broken limbs

4-DRIVER'S FULL NAME (LAST, FIRST, MI) Howard, Jairen L.	ADDRESS (STREET, CITY, STATE, ZIP) 3607 S. Askew Kansas City, MO. 64130
DRIVER LICENSE NUMBER / ID NUMBER K203227017	STATE MO
TYPE OF LICENSE <input checked="" type="checkbox"/> 1. OPERATOR CLASS F <input type="checkbox"/> 3. PERMIT <input type="checkbox"/> 5. MC ONLY <input type="checkbox"/> 2. CDL CLASS <input type="checkbox"/> 4. UNLICENSED	
PROOF OF INSURANCE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
INSURANCE COMPANY <input type="checkbox"/> DRIVER <input type="checkbox"/> VEHICLE <input type="checkbox"/> POLICY NUMBER	

YEAR 1994	MAKE Ford	MODEL Mustang	COLOR Red
LIC. PLATE NO. 5AA09X	STATE MO	YEAR 07	VIN 1F1ALP45T6RF170821
VEHICLE OWNER NAME (LAST, FIRST, MI) / COMMERCIAL CARRIER			TOTAL NO. OF OCCUPANTS 4
VEHICLE DAMAGE (Circle all damaged areas) <input type="checkbox"/> NONE			TOWED FROM SCENE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INITIAL IMPACT NO. <input type="checkbox"/> NA <input checked="" type="checkbox"/> 2			TOW CO. INFORMATION City Tow

5-DRIVER'S FULL NAME (LAST, FIRST, MI) Loera, Gerardo M.	ADDRESS (STREET, CITY, STATE, ZIP) 7110 Wyandotte Kansas City, MO. 64114
DRIVER LICENSE NUMBER / ID NUMBER None	STATE N/A
TYPE OF LICENSE <input type="checkbox"/> 1. OPERATOR CLASS <input type="checkbox"/> 3. PERMIT <input type="checkbox"/> 5. MC ONLY <input type="checkbox"/> 2. CDL CLASS <input type="checkbox"/> 4. UNLICENSED	
PROOF OF INSURANCE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NOT REQUIRED	
INSURANCE COMPANY <input type="checkbox"/> DRIVER <input type="checkbox"/> VEHICLE <input type="checkbox"/> POLICY NUMBER	

YEAR 2001	MAKE Chevy	MODEL Blazer	COLOR Red
LIC. PLATE NO. None	STATE N/A	YEAR N/A	VIN 1GNDDT13W31K231809
VEHICLE OWNER NAME (LAST, FIRST, MI) / COMMERCIAL CARRIER			TOTAL NO. OF OCCUPANTS 3
VEHICLE DAMAGE (Circle all damaged areas) <input type="checkbox"/> NONE			TOWED FROM SCENE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INITIAL IMPACT NO. <input type="checkbox"/> NA <input checked="" type="checkbox"/> 8			TOW CO. INFORMATION City Tow

6-WITNESS <input type="checkbox"/> NONE	NAME OF WITNESS	
	ADDRESS (STREET, CITY, STATE, ZIP)	
	TELEPHONE NO.	
Hammond, Kevin	2316 E. 59th Kansas City, MO. 64130	816-363-1945
Johnson, Anthony A.	4921 Garfield Kansas City, MO. 64130	816-923-9329
Toomer, Richard	4428 Troost, Kansas City, MO. 64110	816-824-5531

COLLISION DIAGRAM	Direction Prior to Impact		V1				V2				V3				V4				Est. Speed - Falls Only						
	(check one)	(check one)	<input checked="" type="checkbox"/> N	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> W	<input checked="" type="checkbox"/> N	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> W	<input type="checkbox"/> N	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> W	<input type="checkbox"/> N	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> W	<input type="checkbox"/> N	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> W	V1	V2	V3	V4

INDICATE NORTH

INDICATES ROAD NAMES

REQUIRED UNLESS DELAYED REPORT

DIAGRAM NOT TO SCALE

8. EVIDENTIARY PHOTOS TAKEN

YES NO BY WHOM P.O. Paul Luster

RE CONSTRUCTION - Includes Narrative, Diagram, & Photo(s)

AVAILABLE FROM KCPD Accounting

YES NO BY WHOM P.O. Samuel Leslie #4738

9 - CODES

SEAT LOCATION XX-Not Known P-Pedestrian B-Bicycle M-Motorcycle OE-Occupant-Enclosed Load Area OU-Occupant-Unenclosed Load Area CP-Commercial Passenger SV-Other (Explain in Remarks)	INJURY 1. Fatal 2. Disabling 3. Evident-Not Disabling 4. Probable-Not Apparent 5. None Apparent 6. Unknown	TRANSPORTED (Medical Treatment) 1. No 2. EMS 3. Other 4. Unknown	EJECTION 1. NA 2. No 3. Partially 4. Totally 5. Unknown	AIR BAG FRONT 1. None/NA 2. Deployed 3. Not Deployed	AIR BAG SIDE 1. None/NA 2. Deployed 3. Not Deployed	SAFETY DEVICES 1. None 2. Not Used 3. Shoulder Belt Only 4. Lap Belt Only 5. Shoulder and Lap Belt 6. Child Restraint 7. Helmet Used 8. Helmet Not Used 9. Use Unknown

NAME		DATE OF BIRTH	SEX	VEH. NO.	SEAT LOC.	INJ.	TRANSPORT	EJECTION	AIR BAG F	AIR BAG S	SAF DEV	TELEPHONE NO.
<input type="checkbox"/> NA	DRIVER 1 - SAME AS ADDRESS ABOVE	10/10/79	M	1	FL	2	2	2	1	1	2	816-247-3405
<input type="checkbox"/> NA	DRIVER 2 - SAME AS ADDRESS ABOVE	10/29/80	M	2	FL	2	2	2	1	1	9	None

11 - OTHER OCCUPANTS & PEDESTRIANS (SAD = SAME AS DRIVER)

<input type="checkbox"/> SAD	Mitchem, Floyd	05/29/79	M	1	FR	2	2	2	3	1	2	None
<input type="checkbox"/> SAD	6206 E. 52th #A Grandview											
<input type="checkbox"/> SAD	Meloye, Terry	10/06/76	M	1	SR	2	2	2	1	1	2	816-921-7180
<input type="checkbox"/> SAD	3417 College Kansas City											
<input type="checkbox"/> SAD	May, Brandi R.	05/04/76	F	1	SL	2	2	2	1	1	2	816-629-0222
<input type="checkbox"/> SAD	9308 Bales Kansas City											
<input type="checkbox"/> SAD	Alcudra, Faustino J.	02/16/77	M	2	SR	1	1	2	1	1	9	None
<input type="checkbox"/> SAD	7110 Wyandotte KC, MO.											
<input type="checkbox"/> SAD	Quiros, Ricardo	10/16/81	M	2	FR	2	2	2	1	1	9	None
<input type="checkbox"/> SAD	7110 Wyandotte KC, MO.											

12. VEHICLE BODY TYPES
AUTOMOBILES / SPECIAL VEHICLES
- 1. Passenger Car
 - 2. Station Wagon
 - 3. Sport Utility Vehicle
 - 4. Limousine (8-15 for hire)
 - 5. Van (8 or less with driver)
 - 6. Small Bus (9-15 with driver)
 - 7. Bus (16 or more with driver)
 - 8. School Bus (less than 16 with driver)
 - 9. School Bus (16 or more with driver)
 - 10. Motorcycle
 - 2 Wh.
 - 3 Wh.
 - 4 Wh.
 - 5 Wh. or More
 - Unknown
 - 11. ATV
 - 12. Motorized Bicycle
 - 13. Pedalcycle
 - 14. Motor Home / Camper
 - 15. Farm Implements
 - 16. Construction Equipment
 - 17. Other Transport Device
 - 18. Unknown
 - 19. Pick-up
 - 20. Single-unit Truck: 2 axles, 6 tires
 - 21. Single-unit Truck: 3 or more axles
 - A. Vehicle Pulling Another Unit(s) 1-21 only
 - 22. Truck Tractor With No Units
 - 23. Truck Tractor With One Unit
 - 24. Truck Tractor With Two Units
 - 25. Truck Tractor With Three Units
 - 26. Other Heavy Truck
- GCW Rating (not licensed weight) 16-26 only
Less than or equal to 10,000 lbs.
10,001-26,000 lbs.
Greater than 26,000 lbs.

14. HAZARDOUS MATERIALS
- 1. Placard Displayed
 - 2. Gases in Bulk
 - 3. Solids in Bulk
 - 4. Liquids in Bulk
 - 5. Explosives
 - 6. None
 - A. Hazardous Materials Cargo Released / Spilled
15. ACCIDENT TYPES
- 1. On Roadway
 - 2. Off Roadway
 - COLLISION INVOLVING
 - 1. Animal
 - 2. Pedalcycle
 - 3. Fixed Object
 - 4. Other Object
 - 5. Pedestrian
 - 6. Train
 - 7. MV in Transport
 - 8. MV on Other Roadway
 - 9. Parked MV
 - NON-COLLISION
 - 10. Overturning
 - 11. Other Non-Collision
 - TWO VEHICLE COLLISION
 - 60. Head On
 - 61. Rear End
 - 62. Sideswipe-Moving
 - 63. Sideswipe-Passing
 - 64. Angle
 - 65. Backed Into
 - 67. Other

17. VEHICLE ACTION / SEQUENCE OF EVENTS
- 1. Going Straight
 - 2. Overtaking
 - 3. Making Right Turn
 - 4. Right Turn on Red
 - 5. Making Left Turn
 - 6. Making U Turn
 - 7. Skidding / Sliding
 - 8. Slowing / Stopping
 - 9. Start In Traffic
 - 10. Start From Parked
 - 11. Backing
 - 12. Stopped in Traffic
 - 13. Parked
 - 14. Changing Lanes
 - 15. Avoiding
 - 16. Crossover Median
 - 17. Crossover Centerline
 - 18. Crossing Road
 - 19. Airborne
 - 20. Ran Off Road - Right
 - 21. Ran Off Road - Left
 - 22. Overturn / Rollover
 - 23. Fire / Explosion
 - 24. Immersion
 - 25. Jackknife
 - 26. Cargo Loss/Shift
 - 27. Equipment Failure
 - 28. Separation of Units
 - 29. Returned to Road
 - 30. Collision Inv. Pedestrian
 - 31. Collision Inv. Pedalcycle
 - 32. Collision Inv. Train
 - 33. Collision Inv. Animal (enter code - explain)
 - 34. Collision Inv. MV in Transport
 - 35. Collision Inv. Parked Motor Vehicle
 - 36. Collision Inv. Fixed Object (enter code - explain)
 - 37. Collision Inv. Other Object (explain)
 - 38. Other - Non Collision
- V1 Unknown
1 / 15 / 34 / _ / _ / _ / _
33. Animal Code _____
36. Fixed Object Code _ / _ / _
- V2 Unknown
1 / 15 / 34 / _ / _ / _ / _
33. Animal Code _____
36. Fixed Object Code _ / _ / _

13. EMERGENCY VEHICLE INVOLVEMENT
- 1. Police
 - 2. Fire
 - 3. Ambulance
 - 4. Other (must check "A")
 - A. Emergency Vehicle on Emergency Run

18. TRAFFIC CONDITIONS
- 1. Normal
 - 2. Accident
 - 3. Congestion Ahead

Animal, Fixed Object, and Inattention Codes explained in narrative.

18. PROBABLE CONTRIBUTING CIRCUMSTANCES <table style="width:100%;"> <tr> <td style="width:5%;">V1</td> <td style="width:5%;">V2</td> <td style="width:90%;">1. Vehicle Defects (explain)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2. Traffic Control Inoperable or Missing</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3. Improperly Stopped on Roadway</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>4. Speed - Exceeded Limit</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5. Too Fast for Conditions</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>6. Improper Passing</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>7. Violation Signal / Sign</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>8. 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Diagonally</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>7. Within Crosswalk</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>8. Within Marked Crosswalk</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>9. Behind / In Front of Parked Car</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>10. With Traffic</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>11. Against Traffic</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>12. Getting On / Off Vehicle</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>13. Standing / Lying / Sitting on Road</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>14. Pushing / Working on Vehicle</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>15. Other Working</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>16. Playing on Road</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>17. Off Roadway</td> </tr> <tr> <td colspan="3" style="text-align:center;">29. ROAD SURFACE</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>1. Concrete</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2. Asphalt</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3. Brick</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>4. Gravel</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5. 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Windshield</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2. Load on Vehicle</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3. Trees / Brush</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>4. Building</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5. Embankment</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>6. Signboards</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>7. Hillcrest</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>8. Parked Cars</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>9. Moving Cars</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>10. Glare</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>11. Other (explain)</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>12. Not Obscured</td> </tr> <tr> <td colspan="3" style="text-align:center;">23. LIGHT CONDITION</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>1. Daylight</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2. Dark with Street Lights On</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3. Dark with Street Lights Off</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>4. Dark-No Street Lights</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5. Indeterminate (explain)</td> </tr> <tr> <td colspan="3" style="text-align:center;">24. WEATHER CONDITION</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>1. Clear</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2. Cloudy</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3. Rain</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>4. Snow</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5. Sleet</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>6. Freezing (temp.)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>7. Fog / Mist</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>8. Indeterminate (explain)</td> </tr> <tr> <td colspan="3" style="text-align:center;">25. ROAD CONDITION</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>1. Dry</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>2. Wet</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>3. Snow</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>4. Ice</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>5. Slush</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>6. Mud</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>7. Standing Water</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>8. Moving Water</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>9. Other (explain)</td> </tr> </table>	V1	V2	1. Windshield	<input type="checkbox"/>	<input type="checkbox"/>	2. Load on Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	3. Trees / Brush	<input type="checkbox"/>	<input type="checkbox"/>	4. Building	<input type="checkbox"/>	<input type="checkbox"/>	5. Embankment	<input type="checkbox"/>	<input type="checkbox"/>	6. Signboards	<input type="checkbox"/>	<input type="checkbox"/>	7. Hillcrest	<input type="checkbox"/>	<input type="checkbox"/>	8. Parked Cars	<input type="checkbox"/>	<input type="checkbox"/>	9. Moving Cars	<input type="checkbox"/>	<input type="checkbox"/>	10. Glare	<input type="checkbox"/>	<input type="checkbox"/>	11. Other (explain)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12. Not Obscured	23. LIGHT CONDITION			<input type="checkbox"/>	<input type="checkbox"/>	1. Daylight	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Dark with Street Lights On	<input type="checkbox"/>	<input type="checkbox"/>	3. Dark with Street Lights Off	<input type="checkbox"/>	<input type="checkbox"/>	4. Dark-No Street Lights	<input type="checkbox"/>	<input type="checkbox"/>	5. Indeterminate (explain)	24. WEATHER CONDITION			<input type="checkbox"/>	<input type="checkbox"/>	1. Clear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Cloudy	<input type="checkbox"/>	<input type="checkbox"/>	3. Rain	<input type="checkbox"/>	<input type="checkbox"/>	4. Snow	<input type="checkbox"/>	<input type="checkbox"/>	5. Sleet	<input type="checkbox"/>	<input type="checkbox"/>	6. Freezing (temp.)	<input type="checkbox"/>	<input type="checkbox"/>	7. Fog / Mist	<input type="checkbox"/>	<input type="checkbox"/>	8. Indeterminate (explain)	25. ROAD CONDITION			<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Dry	<input type="checkbox"/>	<input type="checkbox"/>	2. Wet	<input type="checkbox"/>	<input type="checkbox"/>	3. Snow	<input type="checkbox"/>	<input type="checkbox"/>	4. Ice	<input type="checkbox"/>	<input type="checkbox"/>	5. Slush	<input type="checkbox"/>	<input type="checkbox"/>	6. Mud	<input type="checkbox"/>	<input type="checkbox"/>	7. Standing Water	<input type="checkbox"/>	<input type="checkbox"/>	8. Moving Water	<input type="checkbox"/>	<input type="checkbox"/>	9. Other (explain)
V1	V2	1. Vehicle Defects (explain)																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	2. Traffic Control Inoperable or Missing																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	3. Improperly Stopped on Roadway																																																																																																																																																																																																																																																												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Speed - Exceeded Limit																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	5. Too Fast for Conditions																																																																																																																																																																																																																																																												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Improper Passing																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	7. Violation Signal / Sign																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	8. Wrong Side (not passing)																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	9. Following Too Close																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	10. Improper Signal																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	11. Improper Backing																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	12. Improper Turn																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	13. Improper Lane Usage / Change																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	14. Wrong Way (One-Way)																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	15. Improper Start From Park																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	16. Improperly Parked																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	17. Failed to Yield																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	18. Alcohol																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	19. Drugs																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	20. Physical Impairment (explain)																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	21. Inattention (explain)																																																																																																																																																																																																																																																												
P1 P2		22. None																																																																																																																																																																																																																																																												
P1	P2	1. At Intersection																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	2. Not At Intersection																																																																																																																																																																																																																																																												
CROSSING ROAD																																																																																																																																																																																																																																																														
<input type="checkbox"/>	<input type="checkbox"/>	3. With Signal																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	4. Against Signal																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	5. No Signal																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	6. Diagonally																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	7. Within Crosswalk																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	8. Within Marked Crosswalk																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	9. Behind / In Front of Parked Car																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	10. With Traffic																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	11. Against Traffic																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	12. Getting On / Off Vehicle																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	13. Standing / Lying / Sitting on Road																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	14. Pushing / Working on Vehicle																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	15. Other Working																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	16. Playing on Road																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	17. Off Roadway																																																																																																																																																																																																																																																												
29. ROAD SURFACE																																																																																																																																																																																																																																																														
<input type="checkbox"/>	<input type="checkbox"/>	1. Concrete																																																																																																																																																																																																																																																												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Asphalt																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	3. Brick																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	4. Gravel																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	5. Dirt / Sand																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	6. Multi-Surface																																																																																																																																																																																																																																																												
V1	V2	1. Windshield																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	2. Load on Vehicle																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	3. Trees / Brush																																																																																																																																																																																																																																																												
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<input type="checkbox"/>	<input type="checkbox"/>	5. Embankment																																																																																																																																																																																																																																																												
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<input type="checkbox"/>	<input type="checkbox"/>	7. Hillcrest																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	8. Parked Cars																																																																																																																																																																																																																																																												
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Dark with Street Lights On																																																																																																																																																																																																																																																												
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<input type="checkbox"/>	<input type="checkbox"/>	4. Dark-No Street Lights																																																																																																																																																																																																																																																												
<input type="checkbox"/>	<input type="checkbox"/>	5. Indeterminate (explain)																																																																																																																																																																																																																																																												
24. WEATHER CONDITION																																																																																																																																																																																																																																																														
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Cloudy																																																																																																																																																																																																																																																												
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<input type="checkbox"/>	<input type="checkbox"/>	4. Snow																																																																																																																																																																																																																																																												
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<input type="checkbox"/>	<input type="checkbox"/>	7. Fog / Mist																																																																																																																																																																																																																																																												
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25. ROAD CONDITION																																																																																																																																																																																																																																																														
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<input type="checkbox"/>	<input type="checkbox"/>	2. Wet																																																																																																																																																																																																																																																												
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<input type="checkbox"/>	<input type="checkbox"/>	9. Other (explain)																																																																																																																																																																																																																																																												
27 - COMMERCIAL MOTOR VEHICLE (Complete for each commercial vehicle involved.) A. CMV CRITERIA Answer the following to determine if this section should be completed. 1. Does this accident involve any of the following: 1. a person fatally injured; or 2. a person transported for medical attention; or 3. a vehicle towed from the scene of the accident <input type="checkbox"/> NO - DO NOT COMPLETE <input checked="" type="checkbox"/> YES - GO TO NUMBER 2 2. Examine each vehicle to determine if it is a commercial vehicle based on the following: 1. a truck with GVWR of more than 10,000 lbs. and engaged in commerce; or 2. a bus or school bus (9 or more including driver); or 3. a vehicle with a hazardous materials placard <input checked="" type="checkbox"/> NO - DO NOT COMPLETE <input type="checkbox"/> YES - COMPLETE SECTIONS B - E																																																																																																																																																																																																																																																														
B. CARRIER ID NUMBER V1 ICC NO. MC _____ US DOT NO. _____ V2 ICC NO. MC _____ US DOT NO. _____	C. HAZARDOUS MATERIAL PLACARD NUMBER <input type="checkbox"/> NA V1 4-Digit Placard Number _____ Number From Bottom of Diamond _____ V2 4-Digit Placard Number _____ Number From Bottom of Diamond _____	CARGO BODY TYPE V1 V2 <input type="checkbox"/> 1. Enclosed Box <input type="checkbox"/> 2. Cargo Tank <input type="checkbox"/> 3. Flatbed <input type="checkbox"/> 4. Dump <input type="checkbox"/> 5. Concrete Mixer <input type="checkbox"/> 6. Auto Transporter <input type="checkbox"/> 7. Garbage / Refuse <input type="checkbox"/> 8. Grain, Chip, Gravel <input type="checkbox"/> 9. Pole Trailer <input type="checkbox"/> 10. Other																																																																																																																																																																																																																																																												
28 - NARRATIVE / STATEMENTS (if additional room is necessary, attach a separate sheet.) On 09/17/06 at 0340 hours, I was notified by Police Communications Dispatch Supervisor of a fatality vehicular at 45 th and Troost. Sgt. Mark Terman (R-720) and P.O. Paul Luster (R-722) responded to the scene to assist with the investigation. Preliminary investigation revealed the following: Vehicle #1 was traveling northbound on Troost St. at an apparent high rate of speed while racing with other vehicles. Vehicle #1 impacted the rear of vehicle #2 which also was northbound on Troost St. Vehicle #1 continued to skid in a straight line. Vehicle #2 rolled on to its roof and skidded off the road toward the west. Vehicle #2 struck a tree in front of 4422 Troost. Vehicle #2 caught fire and burned majority of the vehicle. Driver #1, driver #2, passenger #1, #2, #3, and #5 were seriously injured and transported to a local hospital via MAST. The front passenger of Vehicle #2 sustained fatal injury and was pronounced dead at the scene by MAST. For further information see all reports on Supplemental CRN 06-060315																																																																																																																																																																																																																																																														
29. REPORTING OFFICER SIGNATURE P.O. Samuel Leslie <i>SL</i>																																																																																																																																																																																																																																																														
REVIEWING OFFICER 1 SIGNATURE Sgt. Mark Terman <i>MT</i>																																																																																																																																																																																																																																																														
DSN / BADGE NO. 4738	BEAT / ZONE 721	TROOP / DIST. / PCTS VCS																																																																																																																																																																																																																																																												
DSN / BADGE NO. 3249	REVIEWING OFFICER 2 SIGNATURE	DSN / BADGE NO.																																																																																																																																																																																																																																																												

KANSAS CITY, MISSOURI POLICE DEPARTMENT
REPORT FORM

APPROVED BY [Signature]
SERIAL # 376
PAGE 1 OF 2

(S) SUPP) CRN 06060315
DATE 9/17/06

BIAS CRIME DEPARTMENT MEMBER DEPARTMENT PROPERTY

CLASSIFICATION OF OFFENSE / TITLE OF CASE <u>Progressive Investigation</u>	DATE OF OCCURRENCE <u>9/17/06</u>	ROUTING: <input type="checkbox"/> DRUG ENF. UNIT <input type="checkbox"/> GANG SECTION <input type="checkbox"/> JUVENILE SECTION <input type="checkbox"/> PIC	<input type="checkbox"/> STREET NARCOTICS UNIT <input type="checkbox"/> FRAUD/FORGERY SECTION <input type="checkbox"/> BOMB & ARSON SECTION <input type="checkbox"/> PROP CRIMES SECT. <input type="checkbox"/> OTHER <u>P.S.U.</u>
	TIME OF OCCURRENCE <u>0300</u>		

LOCATION OF OCCURRENCE
45th & Troost

SUBJECT 1	LAST NAME <u>Metoyer</u>		FIRST NAME <u>Terry</u>		INT.	JR / SR	RACE	SEX	EST. AGE / D.O.B. <u>10/6/76</u>	STATE	MONIKER	
	HGT. <u>510</u>	WGT. <u>150</u>	BUILD <u>Med</u>	HAIR <u>Bl</u>	EYES <u>Br</u>	COMP. <u>Med</u>	HAT	COAT	SHIRT/BLOUSE	TROUSERS/SKIRT	SOCIAL SECURITY NUMBER <u>Unk</u>	
	ADDRESS <u>Unk</u>			APT.	CITY	STATE	BUSINESS / SCHOOL ADDRESS					
	HOME PHONE <u>Unk</u>		BUSINESS PHONE		SPEC. ID. CHAR.							
	G.O.S. # / UTT	ORD. #	G.O.S. # / UTT	ORD. #	BOOKING SLIP G.O.S. # / UTT	ORD. #	INVESTIGATION ARREST APPROVING AUTHORITY					
	TRANSPORTED BY:				TRANSPORTED TO: <input type="checkbox"/> HQ <input type="checkbox"/> CPD <input type="checkbox"/> MPD <input type="checkbox"/> EPD <input type="checkbox"/> NPD <input type="checkbox"/> SPD <input type="checkbox"/> JUVENILE <input type="checkbox"/> HOSPITAL <input type="checkbox"/> OTHER				PRIORITY RELEASE			

SUBJECT 2	LAST NAME <u>Unk</u>		FIRST NAME <u>Jerry</u>		INT.	JR / SR	RACE	SEX	EST. AGE / D.O.B.	STATE	MONIKER	
	HGT.	WGT.	BUILD	HAIR	EYES	COMP.	HAT	COAT	SHIRT/BLOUSE	TROUSERS/SKIRT	SOCIAL SECURITY NUMBER	
	ADDRESS <u>Unk</u>			APT.	CITY	STATE	BUSINESS / SCHOOL ADDRESS					
	HOME PHONE		BUSINESS PHONE		SPEC. ID. CHAR.							
	G.O.S. # / UTT	ORD. #	G.O.S. # / UTT	ORD. #	BOOKING SLIP G.O.S. # / UTT	ORD. #	INVESTIGATION ARREST APPROVING AUTHORITY					
	TRANSPORTED BY:				TRANSPORTED TO: <input type="checkbox"/> HQ <input type="checkbox"/> CPD <input type="checkbox"/> MPD <input type="checkbox"/> EPD <input type="checkbox"/> NPD <input type="checkbox"/> SPD <input type="checkbox"/> JUVENILE <input type="checkbox"/> HOSPITAL <input type="checkbox"/> OTHER				PRIORITY RELEASE			

SUBJECT 3	LAST NAME		FIRST NAME		INT.	JR / SR	RACE	SEX	EST. AGE / D.O.B.	STATE	MONIKER	
	HGT.	WGT.	BUILD	HAIR	EYES	COMP.	HAT	COAT	SHIRT/BLOUSE	TROUSERS/SKIRT	SOCIAL SECURITY NUMBER	
	ADDRESS			APT.	CITY	STATE	BUSINESS / SCHOOL ADDRESS					
	HOME PHONE		BUSINESS PHONE		SPEC. ID. CHAR.							
	G.O.S. # / UTT	ORD. #	G.O.S. # / UTT	ORD. #	BOOKING SLIP G.O.S. # / UTT	ORD. #	INVESTIGATION ARREST APPROVING AUTHORITY					
	TRANSPORTED BY:				TRANSPORTED TO: <input type="checkbox"/> HQ <input type="checkbox"/> CPD <input type="checkbox"/> MPD <input type="checkbox"/> EPD <input type="checkbox"/> NPD <input type="checkbox"/> SPD <input type="checkbox"/> JUVENILE <input type="checkbox"/> HOSPITAL <input type="checkbox"/> OTHER				PRIORITY RELEASE			

VEHICLE	COLOR	YEAR	MAKE	MODEL	STYLE
	LICENSE	STATE	VEHICLE IDENTIFICATION #	TCW-N NUMBER	
	SPEC. ID. CHAR.				

PROPERTY	ITEM	QUAN- TITY	SUBJECT #	DESCRIPTION OF PROPERTY	SERIAL NUMBER	EST. VALUE	RECOVERED	RELEASED

OFFICER: (PRINT NAME) R. Neilson SERIAL #: 5280

REPORT FORM NARRATIVE

PAGE 2 OF 2

(S) SUPP) CRN 06060315
DATE 9/17/06

NARRATIVE:

DN 9/17/06 at 0325 hours, I (R134) and PO Prichard ()
were dispatched to 45th + Trust in regard to an injury
accident.

Upon arrival, I made contact with subject #1, who stated
he was in the back seat of one of the vehicles involved
in the accident, a maroon, Mustang convertible. While gathering
information on the passengers he stated that subject #2
was the driver of the vehicle he was in.

See original CRN# 06060315 for further information.

R. Neilson #5280

OFFICER: R. Neilson

SERIAL # 5280

NARRATIVE / STATEMENTS		<input type="checkbox"/> CONTINUATION <input checked="" type="checkbox"/> SUPPLEMENT		1-AGENCY NAME AND ORI	
ORIGINAL REPORT / CASE / INCIDENT NUMBER		ADDITIONAL SUPPLEMENT NO.		KANSAS CITY, MISSOURI POLICE DEPARTMENT 1125 LOCUST KANSAS CITY, MISSOURI 64106 ORI: MOKPD0000	
06-060315		N/A			
SUPPLEMENTAL REPORT DATE		ACCIDENT DATE		TRP / DIST / PCT	COUNTY
10/15/2006		09/18/2006		721	Jackson
REPORTING OFFICER SIGNATURE		DSN / BADGE NO.	SUPPLEMENTAL REVIEWING OFFICER SIGNATURE		DSN / BADGE NO.
P.O. Samuel Leslie J2L		4738	Sgt. Mark Terman <i>MDT</i>		3249

Synopsis

On 09/17/2006 at 0340 hours, I was contacted by Police Communication Unit Supervisor regarding a fatality vehicular collision at 45th and Troost in Kansas City, Jackson County, Missouri. Sgt. Terman (R#720) and P.O. Luster (R#722) of the Vehicular Crimes Section, Detective Majors and Detective Eickmann of the Traffic Investigation Section all responded to assist with the investigation. I arrived on scene as the primary investigator at 0410 hours.

Investigation of the collision events revealed the circumstances to be as follows: On 09/17/06 at approximately 0326 hours, vehicle #1 was traveling northbound on Troost racing two other unknown vehicles. Vehicle #2 was also northbound on Troost when driver #2 observed the racing vehicles approaching from behind him at a high rate of speed. Vehicle #1 and #2 tried to avoid each other by swerving to the left into on-coming lanes of traffic (southbound lanes of Troost). Vehicle #1 impacted the rear of vehicle #2. Vehicle #1 skidded to a stop in a general north direction. Vehicle #2 was pushed further into the southbound lanes of Troost. Vehicle #2 entered a yaw skid facing in a westward direction. Due to vehicle #2's high center of gravity, it rolled onto the passenger side. The vehicle continued to roll/slide onto the roof of the vehicle. Vehicle #2 then impacted a solid tree in front of 4422 Troost. At some point during the collision of events, vehicle #2 caught fire.

Vehicle #1 was found to be a red 1994 Ford Mustang, license number 5AA 09X MO 2007, VIN 1FALP45T6RF170821. The vehicle was registered to Howard, Jairen L, 3607 S. Askew Kansas City, MO. 64130.

Vehicle #2 was found to be a red 2001 Chevrolet S-10 Blazer, no license plate was located on the vehicle, VIN 1GNDT13W31K231809. Missouri Department of Revenue indicates the vehicle is registered to Regency Financial Corp., 1325 E. Bannister Rd. Kansas City, MO 64131.

Driver #1 was identified as Howard, Jairen L. B/M 01/05/79, 3607 S. Askew Kansas City, MO. 64130. Vehicle #1 transported three (3) additional passengers at the time of the collision. The front seat passenger was identified as Mitchem, Floyd B/M 06/26/79, 6206 E. 152 #A Grandview, MO. 64030. The rear passengers of vehicle #1 were identified as Metoyer, Terry B/M, 10/06/76, 3417 College Kansas City, MO. 64132 and May, Brandi R. B/F 05-04-76, 2441 E. 67th Terr. Kansas City, MO. 64132.

Driver #2 was identified as Loera, Gerardo M. W/M 10/29/80, 7110 Wyandotte Kansas City, MO. 64114. Vehicle #2 also transported two (2) passengers. The front passenger was identified as Quiros, Ricardo W/M-10/16/81, 7110 Wyandotte Kansas City, MO. 64114 and the rear passenger was Alcudra, Faustino J. W/M 02/16/77 7110 Wyandotte Kansas City, MO. 64114.

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06-060315		N/A			
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REPORTING OFFICER SIGNATURE		DSN / BADGE NO.	SUPPLEMENTAL REVIEWING OFFICER SIGNATURE		DSN / BADGE NO.
P.O. Samuel Leslie S/L		4738	Sgt. Mark Terman <i>MT</i>		3249

As a result of the collision, driver and passengers from vehicle #1 and driver #2 were transported to local hospitals via M.A.S.T. with non-life threatening injuries. Front passenger from vehicle #2 acquired substantial burns to his body. He was transported to a local hospital by M.A.S.T. with life threatening injury. Rear passenger of vehicle #2 was pronounced dead at the scene by M.A.S.T. personnel.

Environmental Factors

The 4400 block of Troost Ave. is a four (4) lane roadway generally oriented north/south. Two (2) lanes are marked for northbound traffic and two (2) lanes for southbound traffic with dashed markings between the lanes. The northbound and southbound lanes are separated by a double yellow line. Troost Ave. is of asphalt construction and approximately fifty-five (55) feet in width with some variation in width along the length of the road. The inside lanes for northbound and southbound traffic measure approximately eleven (11) feet in width while the outside lanes measure seventeen (17) feet in width. The curbside of the #2 lanes is commonly used for parking vehicles. The road has approximate three (3) inch curbs on both sides of the roadway. The roadway has multiple driveways along its length for residential housing and businesses. Troost is maintained by the City of Kansas City, Missouri. The roadway is in overall fair condition. The roadway has a minuet grade and super elevation factored in for water run off. A surface drag factor (*f*) of .738 was determined for Troost Ave. (See Appendix "B" page for calculations). The roadway condition was determined not to have been a factor in the collision. The governing speed limit for Troost Ave. near the collision was posted at thirty-five (35) miles per hour.

The investigation did not reveal any temporary or permanent vision obstructions. The collision occurred at 0326 hours during the hours of darkness. Multiple street lights emitted artificial lighting in the area prior to and at the point of the collision.

The roadway surface was dry at the time of the collision. Light to heavy rain occurred approximately ten minutes after the collision occurred. The roadway was very wet with heavy rain upon my arrival at the scene. Roadway evidence was marked, however, all measurements, including drag sled pulls, were retrieved at a later date after the roadway had dried. Due to the rain beginning after the collision, the weather was not a factor in the collision.

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06-060315		N/A		1125 LOCUST	
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10/15/2006		09/18/2006		ORI: MOKP00000	
REPORTING OFFICER SIGNATURE		DSN / BADGE NO.		SUPPLEMENTAL REVIEWING OFFICER SIGNATURE	
P.O. Samuel Leslie <i>SL</i>		4738		Sgt. Mark Terman <i>MT</i>	
				COUNTY	
				Jackson	
				TRP / DIST / PCT	
				721	
				DSN / BADGE NO.	
				3249	

The following weather conditions posted by KansasCityChannel.com on 09/17/2006 for Kansas City, Missouri:

History for Kansas City International, Missouri
Sunday, September 17, 2006

Hourly Observations

Time(CDT)	Temperature	Dew Point	Humidity	Sea Level Pressure	Visibility	Wind Direction	Wind Speed	Gust Speed	Precipitation	Events	Conditions
12:53 AM	32.0 °F / 27.8 °C	66.0 °F / 18.9 °C	54%	29.84 in / 1001.5 hPa	10.0 miles / 16.1 kilometers	South	21.8 mph / 35.2 km/h	27.8 mph / 44.4 km/h	N/A		Mostly Cloudy
1:53 AM	32.0 °F / 27.8 °C	66.0 °F / 18.9 °C	51%	29.82 in / 1001.1 hPa	10.0 miles / 16.1 kilometers	South	24.2 mph / 38.9 km/h	29.9 mph / 48.2 km/h	N/A		Clear
2:53 AM	32.0 °F / 27.8 °C	66.9 °F / 19.4 °C	60%	29.84 in / 1001.5 hPa	10.0 miles / 16.1 kilometers	South	23.8 mph / 38.2 km/h	23.0 mph / 37.0 km/h	N/A		Mostly Cloudy
3:07 AM	32.2 °F / 24.0 °C	66.2 °F / 19.0 °C	71%	29.72 in / 1006.7 hPa	8.0 miles / 8.0 kilometers	WNW	18.4 mph / 29.6 km/h	21.1 mph / 34.0 km/h	0.00 in / 0.0 cm	Rain	Light Rain
3:13 AM	31.8 °F / 32.0 °C	66.2 °F / 19.0 °C	83%	29.73 in / 1006.7 hPa	1.5 miles / 2.4 kilometers	WNW	18.4 mph / 29.6 km/h	31.1 mph / 50.0 km/h	0.11 in / 0.3 cm	Rain	Heavy Rain
3:18 AM	31.6 °F / 32.0 °C	66.2 °F / 19.0 °C	83%	29.72 in / 1006.7 hPa	2.0 miles / 3.2 kilometers	NW	17.3 mph / 27.8 km/h	24.3 mph / 39.1 km/h	0.34 in / 0.9 cm	Rain, Thunderstorm	Thunderstorms and Rain
3:29 AM	49.8 °F / 31.0 °C	68.0 °F / 20.0 °C	94%	29.73 in / 1006.7 hPa	7.0 miles / 11.3 kilometers	North	4.6 mph / 7.4 km/h	-	0.52 in / 1.3 cm	Rain, Thunderstorm	Light Thunderstorms and Rain
3:33 AM	30.0 °F / 28.1 °C	66.9 °F / 19.4 °C	90%	29.70 in / 1003.8 hPa	6.0 miles / 9.7 kilometers	Clear	Clear	-	0.55 in / 1.4 cm	Rain	Rain

Mechanical Factors

Vehicle #1 was found to have been a red 1994 Ford Mustang convertible with Missouri license plate 5AA 09Z. The vehicle identification number (VIN) was 1FALP45T6RF170821. A computer check through Missouri Department of Revenue listed the owner as Howard, Jairen L., 3607 S. Askew Kansas City, MO. 64130. Annual safety inspection and financial responsibility/liability insurance coverage could not be located in the vehicle.

Vehicle #1 was still at the final rest position upon my arrival. The vehicle was positioned on Troost approximately half way between 44th St. and 45th St. The vehicle was straddling the double yellow center markings. It was facing in a straight northern direction. Vehicle #1 exhibited massive damage to the front of the vehicle that extended well into the engine compartment. The hood was "peeled" away from the vehicle. The driver and passenger side showed signs of induced damage along the entire length. Two (2) "spider web" windshield cracks were also noted on the front windshield. This is typical of a head strike from unrestrained front seat occupants. Close examination of the cracks revealed a small amount of hair. Apparent blood was observed throughout the vehicle. Most noticeable blood splatters were observed around the back of the front seats, steering wheel, and instrument cluster.

The seat belts were fully retracted. They did not show signs of stress or stretching. No obvious blood splatter was observed on any seat belt material. This indicates the driver and all passengers were unrestrained at the time of impact. Neither front air bags deployed from the collision. It is outside the scope of this reconstruction to determine if the air bags were in operational condition at the time of the collision, however, a CarFax of vehicle #1 indicates the vehicle has been in multiple vehiculars. Vehicle #1 was towed to the Kansas City, Missouri tow lot for safekeeping.

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06-060315		N/A			
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REPORTING OFFICER SIGNATURE		OSN / BADGE NO.	SUPPLEMENTAL REVIEWING OFFICER SIGNATURE		OSN / BADGE NO.
P.O. Samuel Leslie S2L		4738	Sgt. Mark Terman MDI		3249

Vehicle #2 was found to have been a red 2001 Chevrolet S-10 Blazer. No license was located on the vehicle. The vehicle identification number (VIN) was 1GNDDT13W31K231809. Missouri Department of Revenue indicates the vehicle is registered to Regency Financial Corp., 1325 E. Bannister Rd. Kansas City, MO 64131. Annual safety inspection and financial responsibility/liability insurance coverage could not be located in the vehicle.

Vehicle #2 was still at the final rest position upon my arrival. The vehicle was overturned onto its roof. It was lying against a tree in front of 4422 Troost Ave. At a point during the collision or after the vehicle came to final rest, it had caught fire and burnt nearly the entire vehicle. The interior of the vehicle had exhibited massive fire damage, therefore, destroying all interior components. Vehicle #1 also had massive damage to the rear of the vehicle around the rear bumper, fenders and hatch area. The vehicle also received damage to the driver side near the "B" pillar. This damage extended the entire length of the vehicle and as far in as to damage the frame. Evidence of the KCFD extraction devices were observed near the "B" pillar on the driver's side. All evidence of air bags and seat belts for vehicle #2 was destroyed in the fire. Due to the vehicle over turning, all tire and undercarriage evidence was also .. destroyed. Vehicle #2 was towed to the Kansas City, Missouri tow lot for safekeeping.

Human Factors

Driver #1 was identified as Howard, Jairen L. B/M 01/05/79, 3607 S. Askew Kansas City, MO. 64130. He had a valid Class "F" Missouri Operator's License with no listed restrictions or endorsements. Driver #1 was transported to Truman Medical Center-West via M.A.S.T. with non-life threatening injuries prior to my arrival at the scene. P.O. Randall Vestal of the Kansas City, Missouri Police D.U.I. Section responded to the hospital and contacted driver #1. P.O. Vestal informed driver #1 of the Missouri Implied Consent Law. Driver #1 consented to a blood draw pursuant to Missouri State Statute. For further information regarding the chemical sample refer to Missouri Alcohol Influence Report Supp #06-060315 and Kansas City, Missouri Crime Laboratory Report #06-060315. The blood/alcohol concentration report was not available at the time of this report; however, driver #1 stated he had been drinking. Detective Chris Majors responded to Truman Medical Center to take a statement from Driver #1 (Refer to Investigative Report Form 107 #06-060315). Driver #1 also responded to 1328 Agnes Kansas City, Missouri to contact Detective Eickmann (Refer to Formal Statement Supp. #06-060315).

The front right seat passenger for vehicle #1 was identified as Mitchem, Floyd B/M 06/26/79, 6206 E. 152 #A Grandview, MO. 64030. M.A.S.T. transported the party to St. Luke's hospital via M.A.S.T. with non-life threatening injuries. He was contacted by Detective Eickmann for a statement (Refer to Investigative Report Form 107 #06-060315).

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The rear passengers of vehicle #1 were identified as Metoyer, Terry B/M, 10/06/76, 3417 College Kansas City, MO. 64132 and May, Brandi R. B/F 05-04-76, 2441 E. 67th Terr. Kansas City, MO. 64132. Both parties were transported to Truman Medical Center via M.A.S.T. with non-life threatening injuries. Detective Chris Majors retrieved a statement from both parties (Refer to Investigative Report Form 107 #06-060315).

Driver #2 was identified as Loera, Gerardo M. W/M 10/29/80, 7110 Wyandotte Kansas City, MO. 64114. He was transported to Truman Medical Center via M.A.S.T. with non-life threatening injuries. He gave a statement to Detective Chris Majors at the hospital. (Refer to Investigative Report Form 107 #06-060315). Driver #2 did not show any operator's license status through Missouri or Kansas Department of Revenue.

The front right seat passenger for vehicle #2 was identified as Quiros, Ricardo W/M 10/16/81, 7110 Wyandotte Kansas City, MO. 64114. He was transported to Kansas University Hospital via M.A.S.T. with life threatening injuries. He exhibited massive burns received while vehicle #2 was on fire. He was not contacted for a statement.

The rear seat passenger in vehicle #2 was Alcudra, Faustino J. W/M 02/16/77 7110 Wyandotte Kansas City, MO. 64114. M.A.S.T. personnel pronounced Mr. Faustino dead at the scene prior to my arrival. The Jackson County Medical Examiner responded to the scene to take custody of the remains. Pursuant to Missouri State Statute, an autopsy examination of the body was conducted by the Jackson County Medical Examiner.

Witness #1 was identified as Kelly, Kimberly W/F 02/13/80, 15460 Quivira Rd. Overland Park, Kansas 66221 913-406-2075. Witness #2 was identified as Finley, Destiny W/F 07/29/81, 4469 Pennsylvania Kansas City, Missouri 64111 816-678-2927. Witness #3 was identified as Kansas City, Missouri Police Officer Charles Barbosa W/M, 1200 E. Linwood Kansas City, Missouri 64109 816-234-5510. Witness #4 was identified as Toomer, Richard B/M 10/04/72, 4428 Troost Kansas City, Missouri 64110 816-824-5531. Witness #5 was identified as Johnson, Anthony B/M 10/15/69, 4921 Garfield Kansas City, Missouri 64130 816-923-9329. Witness #6 was identified as Hammond, Kevin B/M 01/29/73, 2316 E. 59th Kansas City, Missouri 64130 816-363-1948. (Refer to the Fatal Case file for Investigative Reports Form 107 with the witnesses' statements regarding the collision)

Scene Investigation

The investigation at the scene revealed evidence consisting of tire marks, gouge/scrape marks, and fluid trails. Neither vehicle left pre-impact skids or scuffs marks. Area of impact was identified by multiple gouge marks left on the roadway in the center of Troost. A small tire mark was present just to the east of the gouges. This mark was left by the rear passenger side tire from vehicle #2. A fluid trail created by vehicle #1 was left from area of impact to final rest of vehicle #1. The fluid trail was approximately twelve inches in width. This overlaid where the vehicle #1's front right tire would have left a skid mark. Vehicle #1's front left tire was locked post-impact. This skid extended from area of impact

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to vehicle #1's final rest. This tire mark measured one hundred thirty-three (133) feet. Vehicle #2 caused multiple gouge marks in the #1 and #2 lanes of southbound lanes of Troost. Red paint transfer was observed on the #2 southbound lane and west side curb. The area around vehicle #2 indicated a large burnt area. The tree in front of 4422 Troost was burnt.

Vehicle #1 was found in its after impact, final rest position. It came to rest straddling the double yellow lanes between northbound and southbound lanes of Troost. Vehicle #1 was oriented in a northern direction. The vehicle exhibited massive frontal damage with primary impact having been to the front/right front area. The damage extended into the engine compartment with the hood removed from the vehicle.

Vehicle #2 was found in its after impact, final rest position. The vehicle came to rest on its roof facing in a southern direction. The vehicle received damage to its roof area caused by the rollover. The vehicle also presented massive damage to the rear/left rear area. Damage also occurred to the driver's side "B" pillar and driver side from impacting the tree in front of 4422 Troost. The entire vehicle had been burnt by a fire caused during the collision. All evidence on the vehicle or near final rest was destroyed by the fire.

A set of thirty-five (35) digital photographs were collected during my initial investigation at the scene, the day after the collision, and also at the Kansas City, Missouri Tow Lot utilizing a Nikon Cool-Pix digital Camera. I recovered the photos and forwarded to the Kansas City, Missouri Regional Crime Laboratory for processing and storage. A forty-eight (48) pound drag sled was used to collect the drag force used in calculating the drag factor of the roadway.

A forensic map of the scene was created by P.O. Ron Reilly (R#723) utilizing a Sokkia Total Station. The raw data was then recovered and placed into *The Crash Zone* mapping program. (Refer to Scale Diagram in Appendix "A")

Findings

Witnesses' and driver's statements need to be taken into account to indicate vehicle #1's activity prior to the collision. Witness #1, #3, #6, #7 and Driver #2 all observed vehicle #1 racing other vehicles northbound on Troost passing Brush Creek Blvd. Witness #1, #3 and #7 stated, in part, when vehicle #1 passed their location near Brush Creek and Troost the vehicle was racing two (2) other vehicles while in the on-coming lanes of traffic. Driver #2 stated he observed vehicle #1 approaching from his rear at a high rate of speed. The vehicle was serving between lanes while it was racing another vehicle. (Refer to witness statements in the Fatal Case File for exact statements).

~~A minimum speed for vehicle #1 was calculated using an in-line momentum equation. The calculation was based on the post-impact skid left by the vehicle. Only one skid was easily observed at the scene, however, vehicle #1's front right tire skid mark would have been obscured by the fluid trail. Due to the evident front left tire skidding, the front right tire would needed to be skidding or at threshold~~

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P.O. Samuel Leslie SAL		4738		721	
		SUPPLEMENTAL REVIEWING OFFICER SIGNATURE		COUNTY	
		Sgt. Mark Terman		Jackson	
				DSN / BADGE NO.	
				3249	

braking to keep the vehicle in a straight path throughout the skid. This speed was also assigned to vehicle #2 for a post-impact speed since both vehicles achieved nearly the same speed at separation. The reason this is a minimum speed calculation is based on the following: Due to neither vehicle leaving pre-impact skids, an exact pre-impact speed for vehicle #2 could not be determined. The second reason for a minimum speed is after initial impact vehicle #2 rolled/slide one hundred forty-seven (147) feet before impacting a tree. The energy absorbed by the curb and tree cannot be accurately calculated, therefore, the calculations indicate the minimum amount of momentum required for each vehicle to reach point of final rest.

To utilize the in-line momentum formula vehicle #2's speed prior to impact is required. An exact speed for vehicle was unable to be calculated, therefore, analyzing both drivers' statement will allow for an estimated speed for vehicle #2. Driver #2 stated he was driving approximately thirty-five (35) miles per hour. Driver #1's statement regarding vehicle #2's speed was "it came to a complete stop in front of me". Applying these values for vehicle #2's speed indicates vehicle #1's speed absolute minimum speed would have been fifty-three (53) miles per hour at the point of impact.

-V1 (veh 1 pre-impact velocity)-

V2 (veh 2 pre-impact velocity)	V1 (veh 1 pre-impact velocity)
0.000	89.081 Maximum Speed Calculated
7.000	81.921
14.000	74.761
21.000	67.601
28.000	60.441
35.000	53.281 Minimum Speed Possible
Max Value:	89.081
Occurs at:	0.000
Min Value:	89.081
Occurs at:	35.000

(Refer to Mathematical Calculations Appendix "B" for formulas and math).

Final Analysis

On 09/17/2006 at 0326 hours, vehicle #1 was racing two other unknown vehicles northbound on Troost. As vehicle #1 approached the intersection of 45th and Troost, driver #2 was also northbound on Troost just north of 45th. Driver #2 observed the approaching racing vehicles coming up behind him. He was unsure which direction to steer to avoid the vehicles due to one of the vehicles swerving between lanes. Driver #1 observed vehicle #2 in front of him at approximately near the same time he is passing 45th St. He swerves into the southbound lanes to pass vehicle #2. Driver #2 also swerved into the southbound lanes to avoid the fast approaching vehicles. Driver #1 recognizes vehicle #2 also going into

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ORIGINAL REPORT / CASE / INCIDENT NUMBER 06-060315		ADDITIONAL SUPPLEMENT NO. N/A			
SUPPLEMENTAL REPORT DATE 10/15/2006		ACCIDENT DATE 09/18/2006		TRP / DIST / PCT 721	COUNTY Jackson
REPORTING OFFICER SIGNATURE P.O. Samuel Leslie <i>SLC</i>		DSN / BADGE NO. 4738	SUPPLEMENTAL REVIEWING OFFICER SIGNATURE Sgt. Mark Terman <i>MT</i>		DSN / BADGE NO. 3249

the southbound lanes and tries to swerve back onto the northbound lanes. Due to the speed difference between vehicle #2 and vehicle #1, there was not enough distance to allow vehicle #1 to avoid colliding with vehicle #2. Vehicle #1 impacted vehicle #2 at a minimum speed of fifty-three (53) miles per hour (see Appendix "B"). Vehicle #1 skidded to a stop while going basically straight north on Troost. The angle difference between the vehicles at impact caused vehicle #2 to enter a yaw skid. Vehicle #2 slid sideways for a short distance before rolling over. The vehicle continued to slide/roll until impacting a tree in front of 4422 Troost. At some point during the collision events, vehicle #2 ignited. Vehicle #2 continued to burn while at final rest. Driver #2 and front passenger in vehicle #2 were helped out of the vehicle by citizens in the area. The rear passenger was unable to exit the vehicle before expiring due to the fire or injuries received in the collision.

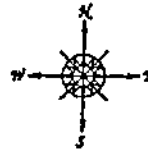
The probable contributing circumstances to the collision were driver #1 operating his vehicle in a careless manner by driving at least eighteen (18) miles over the posted speed limit while racing on city streets. Driver #1 attempted to pass a vehicle by crossing a double yellow line. Driver #1's speed and erratic driving between lanes and into on-coming lanes of traffic caused other vehicles on the roadway to take evasive maneuvers. Driver #2 attempted to avoid vehicle #1, however, due to the racing vehicles swerving between lanes and going into on-coming lanes of traffic, avoidance possibilities for driver #2 were virtually nonexistent.

See Appendix "A" for Scale Forensic Maps, Appendix "B" for Mathematical Calculations, and Appendix "C" for Resource Material.

P.O. Samuel Leslie #4738
 P.O. Samuel Leslie #4738
 Kansas City, Missouri Police Department
 Vehicular Crimes Section

Appendix A
Scale Diagrams
(Vehicle Dynamics)
(Roadway Evidence)

Scene Evidence



Fatal Vehicular at 45th and Troost
06-060315
Reconstruction
P.O. Samuel Leslie #4738
Vehicular Crimes Section

Vehicle's Final Rest

Private Drive at 4420 Troost

Tree

Private Drive at 4422 Troost

Total Station

Backsight

Front Left Tire Skid

Gouge Marks

Tire Scuff

Fluid Trail

Tire Mark

Gouge Marks

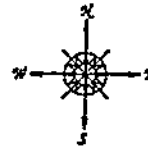
Troost Ave.

Scale Diagram (1"=39')

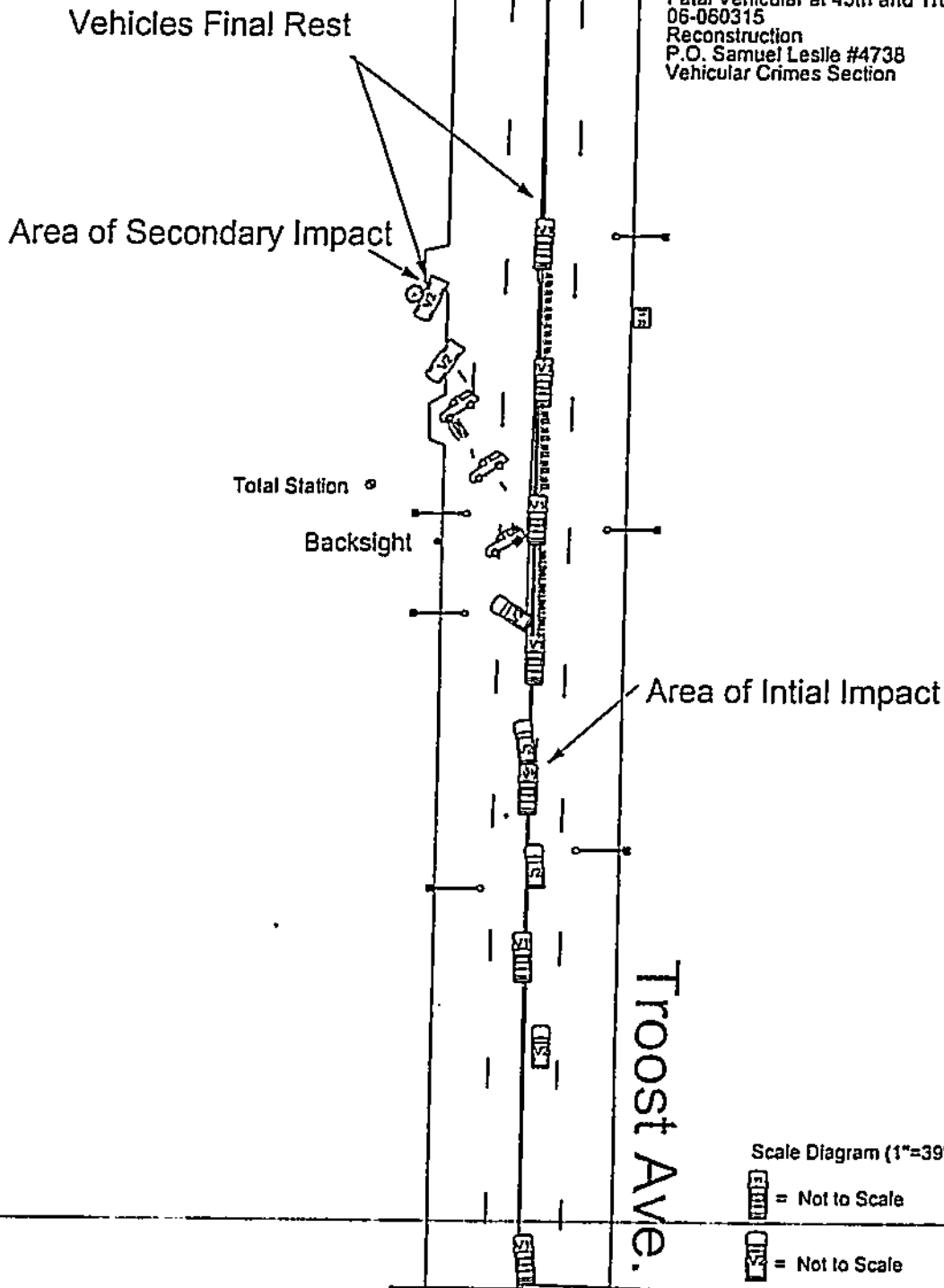
= Not to Scale

= Not to Scale

Vehicle Dynamics



Fatal Vehicular at 45th and Troost
06-060315
Reconstruction
P.O. Samuel Leslie #4738
Vehicular Crimes Section



Appendix B
Mathematical Calculations

CASE NUMBER: 06-060315

Comments: Average Pull Force

** AVERAGE PULL FORCE **

aF = The Avg. Pull Force in Pounds.

$$aF = \frac{\text{Sum of Pulls}}{\text{\# of Pulls}}$$

$$aF = \frac{177.00}{5}$$

$$aF = 35.40$$

INPUTS	
Pull #1 in Pounds is:	35.00
Pull #2 in Pounds is:	34.00
Pull #3 in Pounds is:	36.00
Pull #4 in Pounds is:	35.00
Pull #5 in Pounds is:	37.00

RESULTS	
The Avg. Pull Force in Pounds is:	35.40

Vehicular Crimes Section
Kansas City, MO. Police Dept.

Phone: 816-482-8194
Fax: 816-482-8179

Printed: 10/18/2006

Collision Dynamics Report

Incident Date: 9/17/2006 Case Number: 06-060315
Incident Location: 45th and Troost Ave. Case Name: Fatality Vehicular
Involved Vehicles: 1994 Ford Mustang Conv.
Involved Parties: Howard, Jairen L B/M 01/05/79
Case Comments:

1. Vehicle #1 Slide to Stop Formula

Initial speed of a deceleration to a stop on a surface grade less than 6.8° (11.9%)

$$S = \sqrt{30d(\mu n + m)}$$

Equation Comments

An average value of .10-.20 is the rolling resistance for a drive axil on a rear wheel vehicle. A .10 was added to the level friction coefficient for the rolling rear axil. The .58 braking efficiency was assigned by using information given by Rec-Tec vehicle Specs for the 1994 Ford Mustang Convertible with front braking only.

Input Value(s)	Units	Value
d (distance)	feet	133.000
μ (level friction coefficient)	decimal	0.838
n (braking efficiency)	decimal	0.580
m (grade)	decimal	0.000

Result(s) for S (Initial speed of a deceleration to a stop on an Incline;) (mph)
44.037

Solution Steps

d = distance = 133.000 feet
 μ = level friction coefficient = 0.838 decimal
n = braking efficiency = 0.580 decimal
m = grade = 0.000 decimal

$$S = \sqrt{30d(\mu n + m)}$$

$$S = \sqrt{30 \times 133 \times ((0.838 \times 0.58) + 0)}$$

$$S = \sqrt{3990 \times (0.486 + 0)}$$

$$S = \sqrt{3990 \times 0.486}$$

$$S = \sqrt{1939.3}$$

$$S = 44.037$$

S = initial speed of a deceleration to a stop on an incline; = 44.037 mph

Collision Dynamics Report

Incident Date: 9/17/2006 Case Number: 06-060315
 Incident Location: 45th and Troost Ave. Case Name: Fatality Vehicular
 Involved Vehicles: 1994 Ford Mustang Conv.
 Involved Parties: Howard, Jairen L B/M 01/05/79
 Case Comments:

In-Line Momentum

Basic in-line momentum equation, solved for pre-impact velocity of vehicle 1. Less than 10° approach angle between vehicles.

$$V_1 = \frac{W_1 V_3 + W_2 V_4 - W_2 V_2}{W_1}$$

Equation Comments

The weights for each vehicle was assigned by information given by Rec-Tec vehicle specs for vehicle #1 and vehicle #2. All occupants weights were added to each vehicle. An exact weight for all the occupants in vehicle #2 were unknown, therefore, an average weight of 150 lbs. was applied. Vehicle #2 speed was given the same value as vehicle #1 speed (refer to Reconstruction report for more information).

Input Value(s)	Units	Value
W1 (vehicle 1 weight)	pounds	4024.000
V3 (veh 1 post-impact velocity)	mph	44.037
W2 (vehicle 2 weight)	pounds	4116.000
V4 (veh 2 post-impact velocity)	mph	44.037
V2 (veh 2 pre-impact velocity)	mph	0.000 -> 35.000

Result(s) for V1 (veh 1 pre-impact velocity) (mph)	V2(veh 2 pre-impact velocity)	V1(veh 1 pre-impact velocity)
	0.000	89.081
	7.000	81.921
	14.000	74.761
	21.000	67.601
	28.000	60.441
	35.000	53.281

BOARD OF POLICE COMMISSIONERS
KANSAS CITY, MO

CARFAX CARFAX Vehicle History Report™ carfax.com
An independent company established in 1986

1994 FORD MUSTANG GT
1FALP45T6RF170821
CONVERTIBLE
5.0L V8 FI / REAR WHEEL DRIVE
Standard Equipment | Safety Options

CARFAX Vehicle History - At A Glance

- 4 billion vehicle history events checked from public and private sources
- DOES NOT qualify for the CARFAX Buyback Guarantee
- Last reported mileage - 64,131 miles

SUMMARY

A CARFAX Vehicle History Report is based only on information supplied to CARFAX. Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

TITLE PROBLEMS	SUMMARY
CARFAX guarantees the information in this section	
Salvage | Junk | Rebuilt	Alert!
Fire/Flood | Hail Damage | Buyback/Lemon	Alert! Problem Found
Not Actual Mileage | Exceeds Mechanical Limits	No Problem
Alert! Severe problems were reported by a state Department of Motor Vehicles (DMV). This vehicle does not qualify for the CARFAX Buyback Guarantee.	No Problem

OTHER INFORMATION	SUMMARY
Not all accidents or other issues are reported to CARFAX	
Frame Damage Check No frame damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Airbag Deployment Check No airbag deployment reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Odometer Rollback Check No indication of an odometer rollback.	<input checked="" type="checkbox"/> No Issues Indicated
Accident Check See State DMV-reported Title Problems above. Accident reported on 12/06/2002.	Alert! Problem Found
Manufacturer Recall Check Available directly from Ford. A current list of recalls available at www.ford.com .	<input checked="" type="checkbox"/> No Recalls Reported

DETAILS

A CARFAX Vehicle History Report is based only on information supplied to CARFAX. CARFAX checked over 4 billion vehicle history events and found 18 record(s) for this 1994 FORD MUSTANG GT (1FALP45T6RF170821).

Date:	Mileage:	Source:	Comments:
Not Reported		NICB	Vehicle manufactured and shipped to original dealer
03/15/1994		Michigan Motor Vehicle Dept. Dearborn, MI	Registered as corporate fleet vehicle
03/25/1994		Michigan	Title or registration issued

		Motor Vehicle Dept. Dearborn, MI Title #144E0840357	First owner reported Registered as lease vehicle
03/02/1995	11,083	Auto Auction Central Region	Vehicle sold
04/07/1995	11,400	Illinois Motor Vehicle Dept. Hecker, IC Title #G9003198	Title issued or updated New owner reported
07/23/1996	28,550	Illinois Motor Vehicle Dept. Madison, IL Title #T6205376047	Title issued or updated
09/03/1998	31,359	Illinois Motor Vehicle Dept. Belleville, IL Title #T6247112043	Title issued or updated
09/07/1999	62,792	Dealer Inventory Wood River, IL	Vehicle offered for sale
09/16/1999		NICB	Vehicle recovered after theft inspected for damage No damage reported
09/22/1999		Illinois Motor Vehicle Dept. Wood River, IL Title #T9285760026	Title issued or updated New owner reported
03/25/2002	63,739	Missouri Motor Vehicle Dept. Kansas City, MO Title #CG024458	New owner reported SALVAGE TITLE/CERTIFICATE ISSUED
08/24/2002	64,131	Missouri Motor Vehicle Dept. Kansas City, MO Title #LG059205	SALVAGE TITLE/CERTIFICATE ISSUED Loan or lien reported
11/13/2002		Missouri Motor Vehicle Dept. Kansas City, MO Title #LG059205	SALVAGE TITLE/CERTIFICATE ISSUED
12/06/2002		Kansas Police Report Case #200200715360	Accident Reported in Johnson County Vehicle involved in crash with another motor vehicle Minor or moderate damage reported
12/10/2003		Missouri Motor Vehicle Dept. Kansas City, MO Title #LG059205	SALVAGE TITLE/CERTIFICATE ISSUED
04/03/2006		Missouri Motor Vehicle Dept. Kansas City, MO Title #PK379954	New owner reported SALVAGE TITLE/CERTIFICATE ISSUED Exempt from odometer reporting
04/04/2008		Missouri Motor Vehicle Dept. Kansas City, MO Title #PK378954	SALVAGE TITLE/CERTIFICATE ISSUED Exempt from odometer reporting
05/05/2006		Missouri Motor Vehicle Dept. Kansas City, MO Title #CF1129936	SALVAGE TITLE/CERTIFICATE ISSUED Loan or lien reported Exempt from odometer reporting

BOARD OF POLICE COMMISSIONERS
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CARFAX Vehicle History Report™
An independent company established in 1986

carfax.com

2001 CHEVROLET BLAZER
1GNDT13W31K231809
4 DR. WAGON/SPORT UTILITY
4.3L V6 FI OHV 12V / 4 WHEEL DRIVE
Standard Equipment | Safety Options

CARFAX Vehicle History - At A Glance

- 4 billion vehicle history events checked from public and private sources
- Qualifies - CARFAX Buyback Guarantee
- 3 owners
- Last reported mileage - 124,437 miles

SUMMARY

A CARFAX Vehicle History Report is based only on information supplied to CARFAX. Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

OWNERSHIP HISTORY	OWNER1	OWNER2	OWNER3
The number of owners is estimated by CARFAX			
Year purchased	2001	2005	2006
Type of owner	Personal	Lease	Lease
Estimated length of ownership	4 yrs. 2 mo.	15 days	2 months
Owned in the following states/provinces	Missouri	Missouri	Missouri
Estimated miles driven per year	25,185/yr	—	—
Last reported odometer reading	107,211	116,475	124,437

TITLE PROBLEMS	OWNER1	OWNER2	OWNER3
CARFAX guarantees the information in this section			
Salvage | Junk | Rebuilt	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
Fire/Flood | Hail Damage | Buyback/Lemon	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
Not Actual Mileage | Exceeds Mechanical Limits	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem



GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back.

OTHER INFORMATION	OWNER1	OWNER2	OWNER3
Not all accidents or other issues are reported to CARFAX			
Frame Damage Check No frame damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported
Airbag Deployment Check No airbag deployment reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported
Odometer Rollback Check No indication of an odometer rollback.	<input checked="" type="checkbox"/> No Issues Indicated	<input checked="" type="checkbox"/> No Issues Indicated	<input checked="" type="checkbox"/> No Issues Indicated
Accident Check Accident reported on 01/25/2004.	Accident Indicator	No New Issues Reported	No New Issues Reported
Manufacturer Recall Check Check with an authorized Chevrolet dealer for any open recalls.	<input checked="" type="checkbox"/> No Recalls Reported	<input checked="" type="checkbox"/> No Recalls Reported	<input checked="" type="checkbox"/> No Recalls Reported

DETAILS

[Glossary](#)

A CARFAX Vehicle History Report is based only on information supplied to CARFAX. CARFAX checked over 4 billion vehicle history events and found 17 record(s) for this 2001 CHEVROLET BLAZER (1GNDT13W31K231809).

OWNER1

Purchased: 2001
 Type: Personal
 Where: Missouri
 Est. miles/year: 25,185/yr
 Est. length owned: 6/18/01 - 9/14/05
 (4 yrs. 2 mo.)

Date:	Mileage:	Source:	Comments:
		Original Equipment OnStar	Vehicle equipped with OnStar & Personal Calling Press the Blue OnStar button in this vehicle, or click here for activation and membership information
05/11/2001	2	Brennecke Chevrolet Jackson, MO 573-243-3521 www.brenneckechevrolet.com	Vehicle serviced
05/11/2001		Coad Chevrolet Cape Girardeau, MO 573-335-5581 www.coadchevrolet.com	Vehicle serviced
06/18/2001		Brennecke Chevrolet Jackson, MO 573-243-3521 www.brenneckechevrolet.com	Vehicle sold
06/18/2001		Missouri Motor Vehicle Dept. Campbell, MO	Registered as personal vehicle
09/05/2001	19	Missouri Motor Vehicle Dept. Campbell, MO Title #PJ150537	Title issued or updated First owner reported Loan or lien reported
09/02/2003		Missouri Motor Vehicle Dept. Campbell, MO Title #PJ150537	Title or registration issued Loan or lien reported
01/25/2004		Missouri Police Report Case #1040012188	Accident Reported involving left rear impact with a stationary object
03/08/2004	83,845	Brennecke Chevrolet Jackson, MO 573-243-3521 www.brenneckechevrolet.com	Vehicle serviced
03/08/2004		Coad Chevrolet Cape Girardeau, MO 573-335-5581 www.coadchevrolet.com	Vehicle serviced
08/17/2004		Missouri Motor Vehicle Dept. Campbell, MO Title #PJ150537	Title or registration issued Loan or lien reported
08/10/2005		Missouri Motor Vehicle Dept. Poplar Bluff, MO Title #PJ150537	Title or registration issued Loan or lien reported
09/06/2005	107,211	Missouri Motor Vehicle Dept. Lees Summit, MO Title #LM191549	Title issued or updated Registered as lease vehicle

OWNER 2		Date:	Mileage:	Source:	Comments:
Purchased:	2005	09/14/2005	113,940	Missouri Motor Vehicle Dept. Lees Summit, MO Title #QG161117	Title issued or updated New owner reported Registered as lease vehicle
Type:	Lease	09/29/2005	-	Auto Auction	Sold at auction in Missouri Listed as a manufacturer vehicle
Where:	Missouri	01/10/2006	116,475	Heartland Chevrolet, Inc. Liberty, MO 816-781-1628 www.heartlandchevrolet.com	Vehicle serviced
Est. miles/year:	-				
Est. length owned:	9/14/05 - 9/29/05 (15 days)				

OWNER 3		Date:	Mileage:	Source:	Comments:
Purchased:	2006	07/10/2006	124,437	Missouri Motor Vehicle Dept. Kansas City, MO Title #LG204285	Title issued or updated New owner reported Registered as lease vehicle
Type:	Lease				
Where:	Missouri				
Est. miles/year:	-				
Est. length owned:	7/10/06 - present (2 months)				

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GLOSSARY

[View Full Glossary](#)

- **Accident**
 CARFAX receives information on accidents in most states when an official police report is filed. Not all accidents are reported to the Police. The level of detail in the accident record varies by state depending on the state's accident report requirements. CARFAX recommends you obtain a vehicle inspection from your dealer or an independent mechanic for any car involved in an accident.
 - According to the National Safety Council, Injury Facts, 2003 edition, 12% of the 243 million registered vehicles in the U.S. were involved in an accident in 2002. Over 90% of these were considered minor or moderate.
 - CARFAX depends on public and private sources for its accident data. Each one of these sources has different processing times. CARFAX can only report what is in our database on 19.Sep.2006 13:49:42. New data will result in a change to this report.
- **Missouri Police Reports:**
 - Do not include an assessment of damage severity
 - Are required if the estimated damage exceeds \$500
 - Are released to CARFAX approximately 1 month after the accident date
- **First Owner**
 When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.
- **Lease**
 When someone leases a car from a dealer, the dealer actually sells the vehicle to a leasing company. The leasing company then collects payments for the vehicle from the new owner for 24, 36, 48 or more months. A leasing company can be an independent car dealer or a car manufacturer.
- **New Owner Reported**
 When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.
- **Ownership History**
 CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1994 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma and South Dakota. Please consider this as you review a

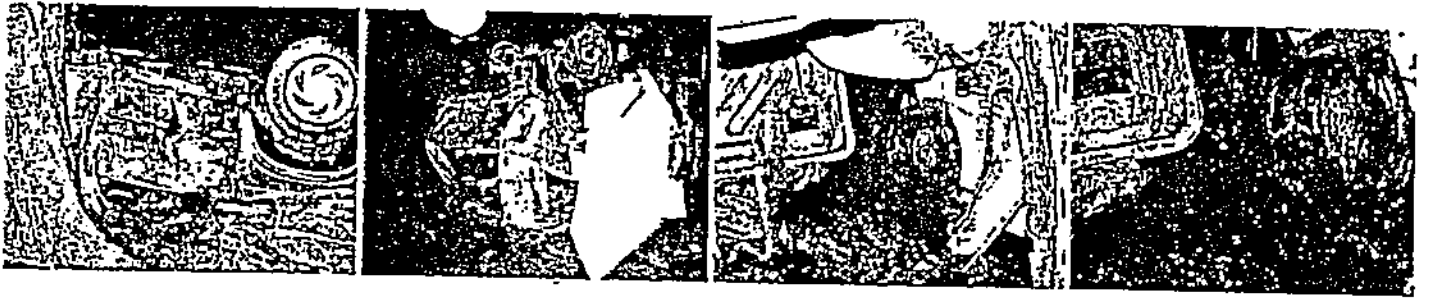
vehicle's estimated ownership history.

- **Title Issued**

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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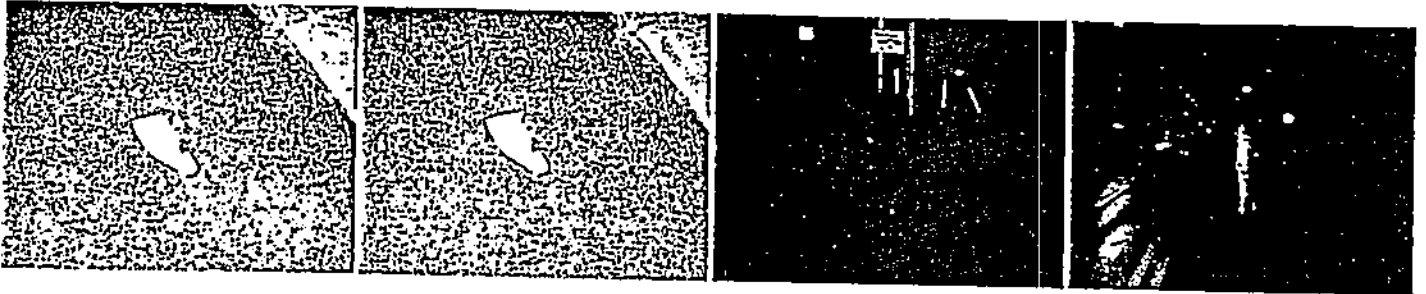


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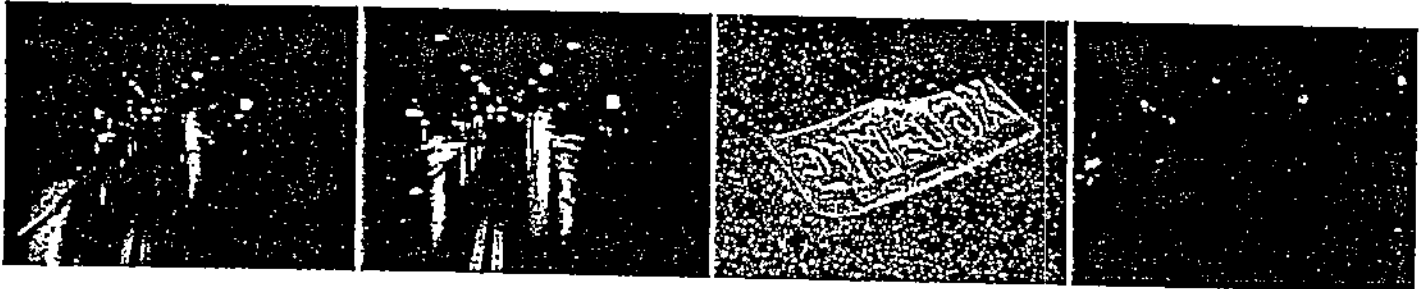


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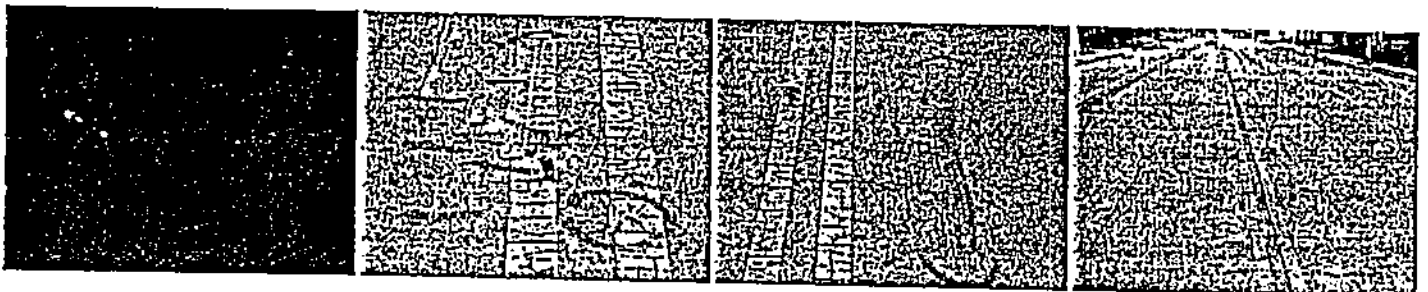


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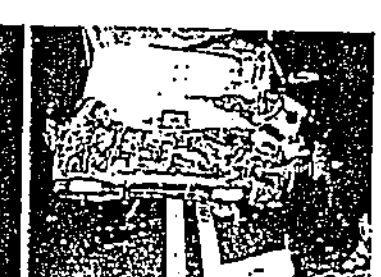


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06060315 leslie



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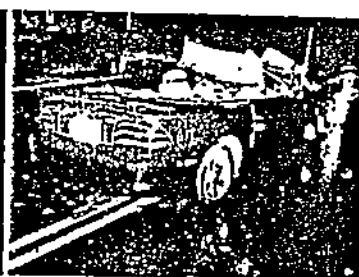
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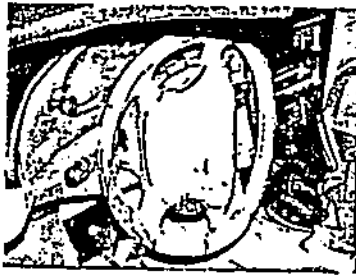
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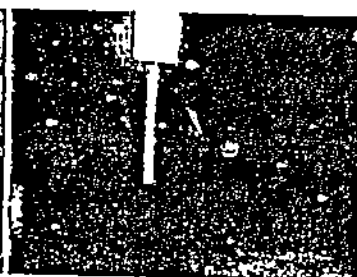
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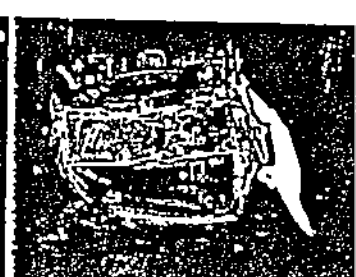
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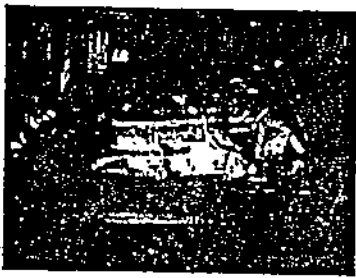
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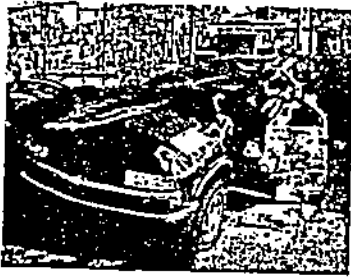
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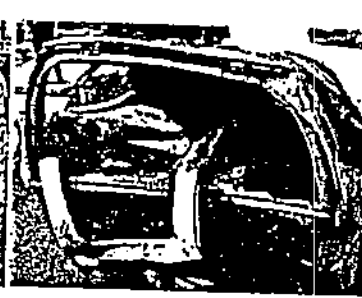
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"Jeff Cox"
<jcox@hdbdk.com>
02/03/2010 04:55 PM

To <kristi.fielder@gm.com>

Subject: FW: [REDACTED] damage information

FYI

From: Kent Emison [mailto:kemison@langdonemison.com]
Sent: Wednesday, February 03, 2010 3:50 PM
To: Jeff Cox
Cc: Patty Berthelson; David A. Brose
Subject: FW: [REDACTED] damage information

Jeff: you have the photos I believe, but wanted to make sure you had some of the photos depicting [REDACTED] burns. We have also attached a chart of his operations.

We are preparing a much more "formal" settlement brochure, but it may be 10+ days before we get it completed.

J. Kent Emison
LANGDON & EMISON
911 Main Street
P.O. Box 220
Lexington, Missouri 64067
660-259-6175
660-259-4571 (Fax)
kemison@langdonemison.com

From: Patty Berthelson
Sent: Wednesday, February 03, 2010 3:40 PM
To: Kent Emison
Cc: David A. Brose
Subject: Ricardo Galvez damage information

Please see the attached photos of [REDACTED] while at KU Medical Center. Also attached is chart of his operations.

Patty Berthelson, Paralegal
LANGDON AND EMISON
911 Main Street, P. O. Box 220
Lexington, MO 64067
Telephone: 660-259-6175, Ext. 1133
Facsimile: 660-259-4571
Email: pberthelson@langdonemison.com

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U.S. Postal Service.  Ricardo Galvez chart of operations.pdf  bcll9-27-06 016.jpg  bcll9-27-06 018.jpg  bcll9-27-06 024.jpg
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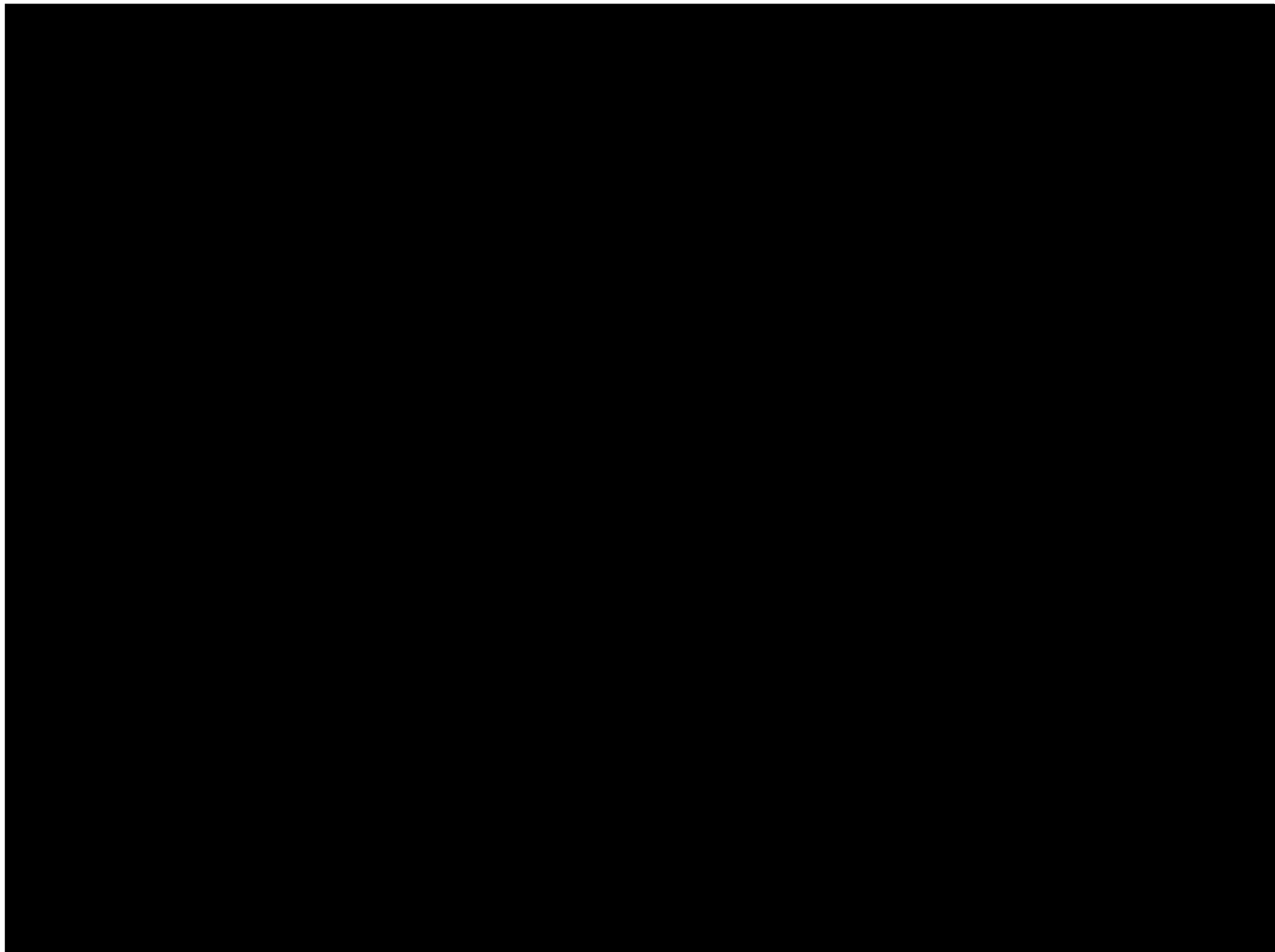
 v. COAD CHEVROLET et al.

Chart of Operations

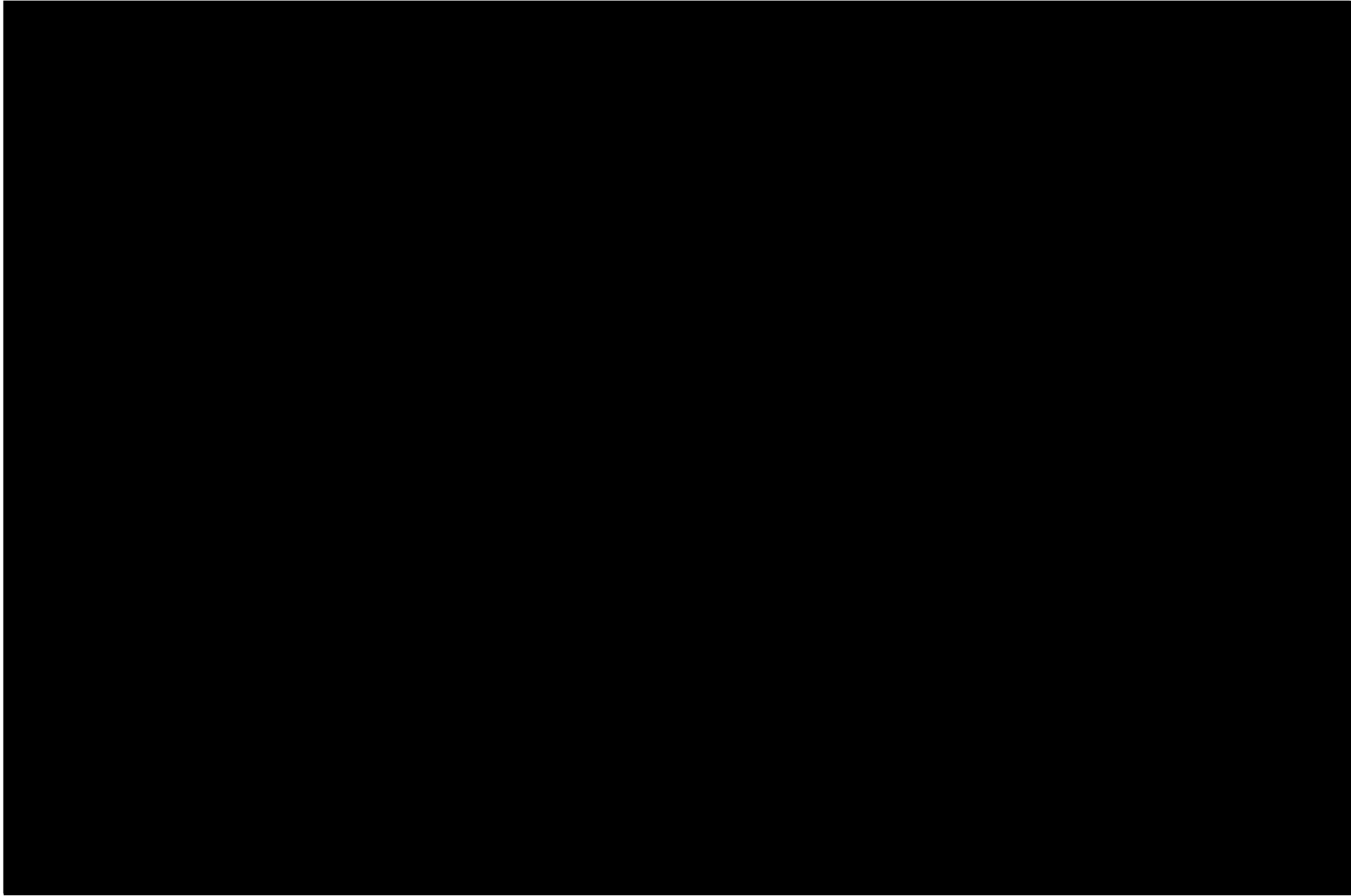
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INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**



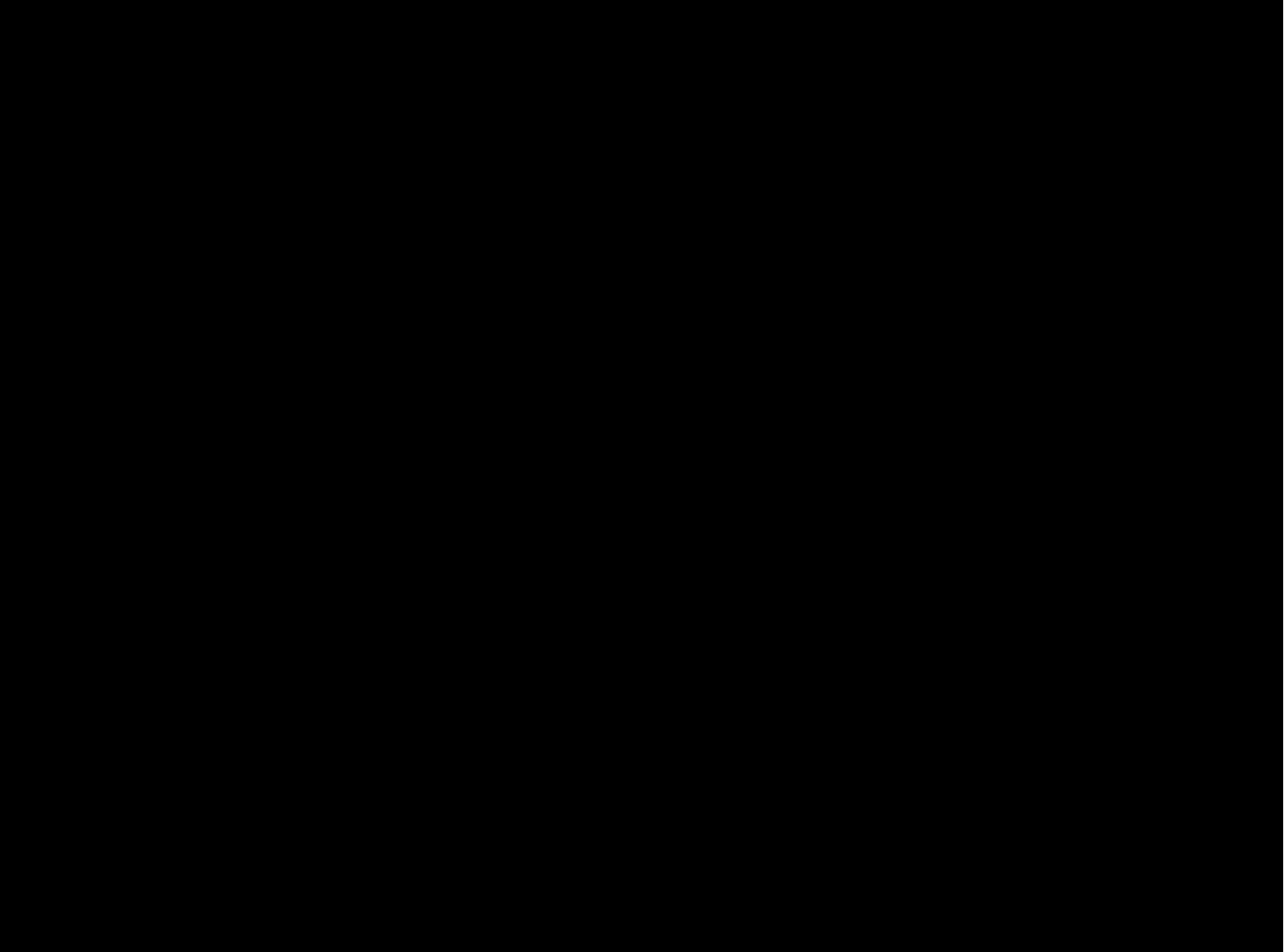
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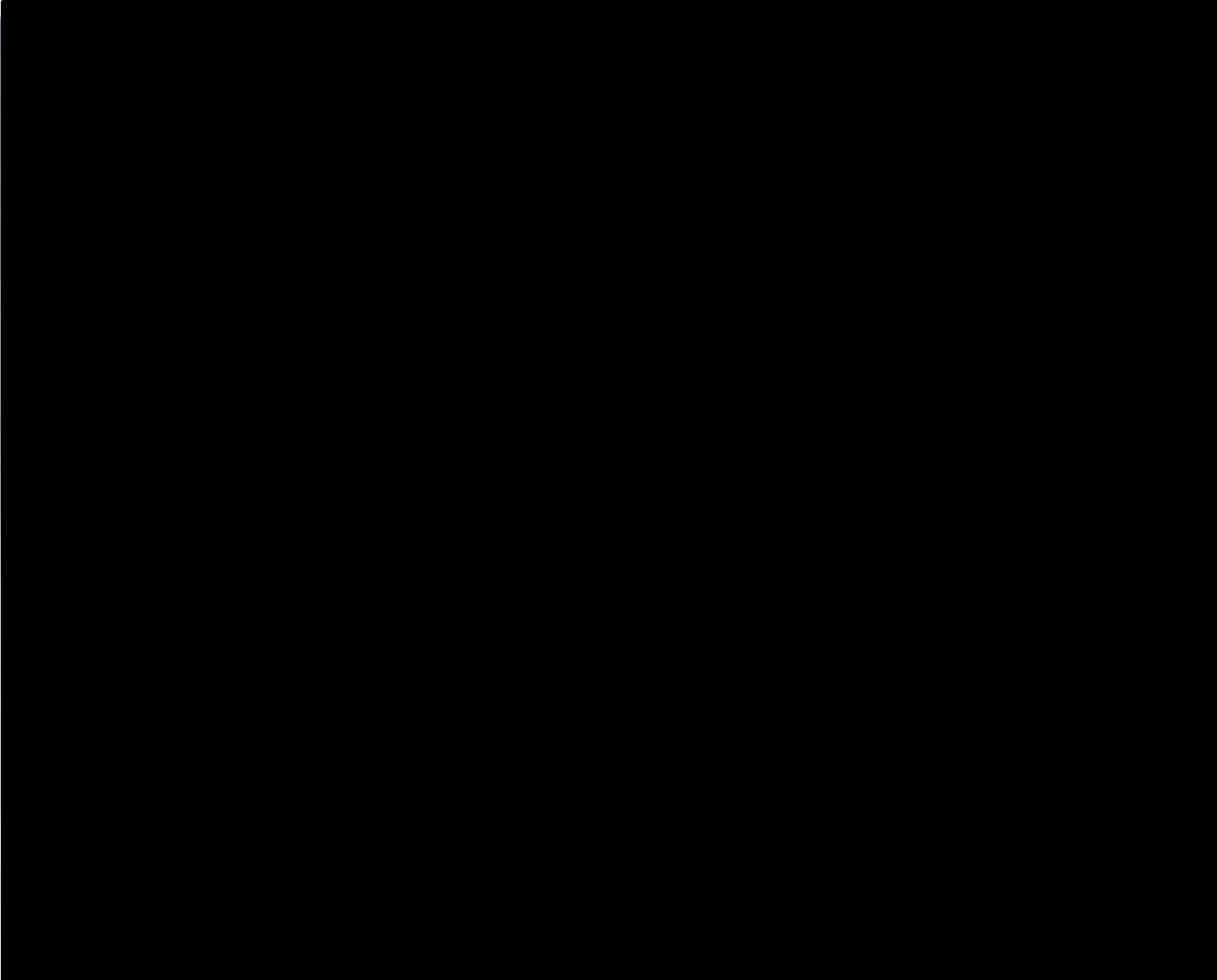


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INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**



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INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**

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INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**

[REDACTED] v. COAD CHEVROLET et al.

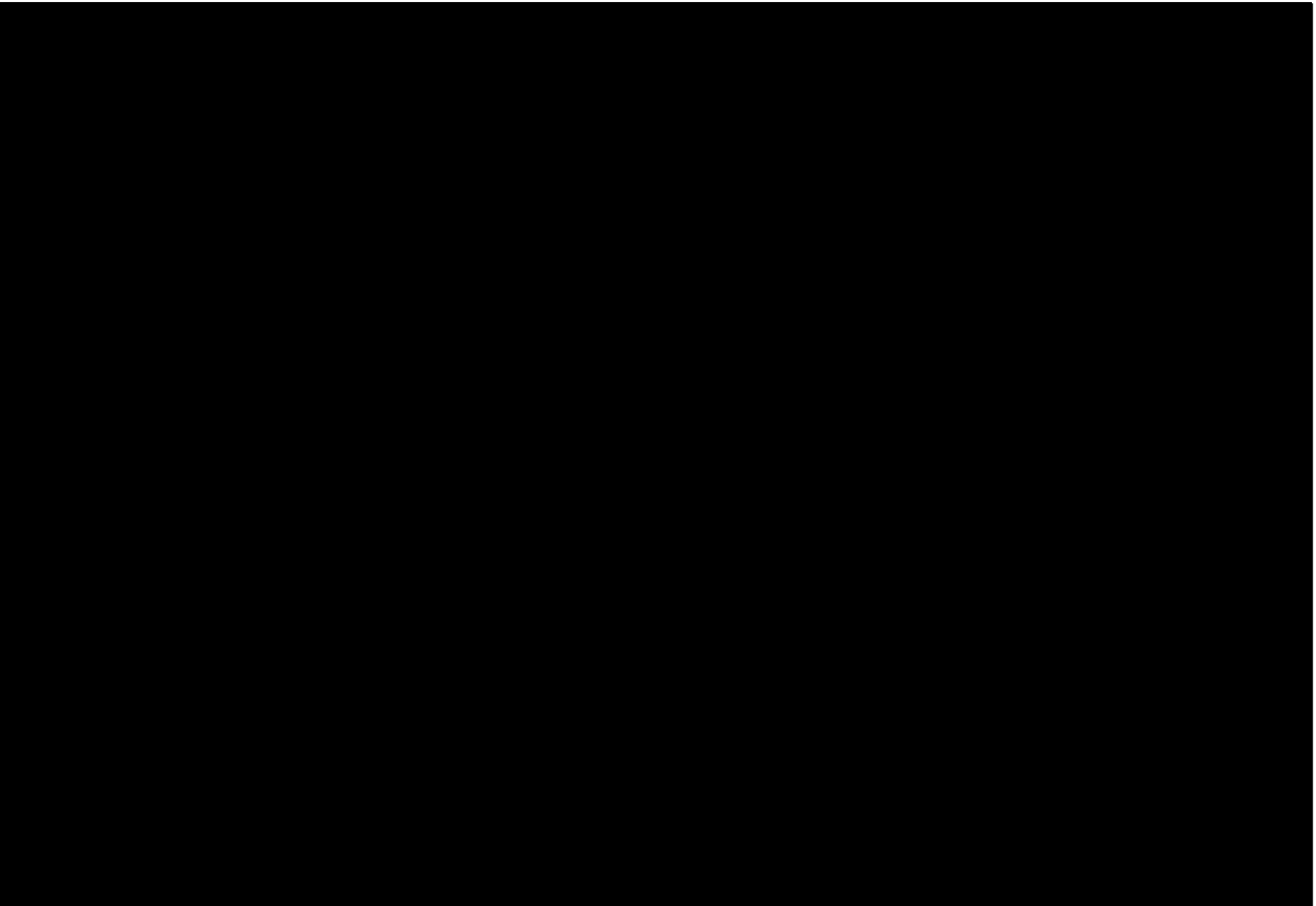
Chart of Operations

for

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**INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**



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INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)



**INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**

11/12/01

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)

Plaintiffs,)

vs.)

JAIREN L. HOWARD,
COAD CHEVROLET, INC., AND
COAD MOTORS, INC.)

Defendants.)

Case No. 0716-CV34007

Division 17

**PLAINTIFFS' FIRST SET OF INTERROGATORIES TO
DEFENDANT COAD CHEVROLET, INC.**

COMES NOW, Plaintiffs, by and through their attorneys of record, pursuant to the Missouri Rules of Civil Procedure 57.01 propound the following First Interrogatories to Defendant COAD Chevrolet, Inc.

INTERROGATORY NO.1:

Provide the following information for the individual responding to these interrogatories:

- (a) Name:
- (b) Date of birth:
- (c) Place of birth:
- (d) Social Security No.:
- (e) Operator's or Chauffeur's License No.:
- (f) State of issuance:

ANSWER:

INTERROGATORY NO.5:

Does Defendant COAD Chevrolet, Inc., have any indemnification agreements or other hold harmless agreements with General Motors Corporation wherein General Motors Corporation assumes obligations, pays judgments, or provides defense for COAD Chevrolet, Inc.?

Respectfully submitted,

LANGDON & EMISON

By: 

Robert L. Langdon - MB#23233

Adam W. Graves - MB#55190

911 Main Street, P.O. Box 220

Lexington, Missouri 64067

Telephone: (660) 259-6175

Facsimile: (660) 259-4571

blangdon@langdonemison.com

agraves@langonemison.com

ATTORNEYS FOR PLAINTIFFS

1/12/09

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
JAIREN L. HOWARD,)	
COAD CHEVROLET, INC., AND)	
COAD MOTORS, INC.)	
)	
Defendants.)	

**PLAINTIFFS' FIRST SET OF REQUEST FOR PRODUCTION OF
DOCUMENTS TO
DEFENDANT COAD CHEVROLET, INC.**

COMES NOW, Plaintiffs, by and through their attorneys of record, pursuant to Mo. Sup. Ct. Rule 58.01 and requests Defendant produce the following documents at the law office of Langdon & Emison, 911 Main, Lexington, Missouri 64067, within thirty (30) days of service of said Request for Production of Documents, for inspection and copying:

REQUEST FOR PRODUCTION OF DOCUMENTS NO.1:

Please provide all insurance policies applicable or arguably applicable to Plaintiffs' claim available to Defendant COAD Chevrolet, Inc., including umbrella and excess policies. This request encompasses the entire policy, including all addenda, amendments and/or endorsements to the policies and the declaration or face sheets showing the policy limits of each policy.

RESPONSE:

REQUEST FOR PRODUCTION OF DOCUMENTS NO.2:

Please provide all indemnification agreements and/or any other hold harmless agreements between Defendant COAD Chevrolet, Inc., and General Motors Corporation wherein General Motors Corporation assumes obligations, pays judgments, or provides defense for Defendant COAD Chevrolet, Inc.

RESPONSE:

Respectfully submitted,

LANGDON & EMISON

By: 

Robert L. Langdon - MB#23233
Adam W. Graves - MB#55190
911 Main Street, P.O. Box 220
Lexington, Missouri 64067
Telephone: (660) 259-6175
Facsimile: (660) 259-4571
blangdon@langdonemison.com
agraves@langonemison.com

ATTORNEYS FOR PLAINTIFFS

Respectfully submitted,



KYLE H. DREYER

Texas Bar No. 06119500

JEFFREY J. COX

Texas Bar No. 04947530 [admitted *Pro Hac Vice*]

YESENIA E. CÁRDENAS-COLENSO

Texas Bar No. 24047542 [admitted *Pro Hac Vice*]

HARTLINE, DACUS, BARGER, DREYER

& KERN, L.L.P.

6688 North Central Expressway

Suite 1000

Dallas, Texas 75206

(214) 369-2100

(214) 369-2118 – facsimile

and

JOHN W. COWDEN MO #21447

ELIZABETH RAINES MO #53192

BAKER STERCHI COWDEN & RICE, L.L.C.

Crown Center

2400 Pershing Road, Suite 500

Kansas City, Missouri 64108

(816) 471-2121

(816) 472-0288 – facsimile

ATTORNEYS FOR DEFENDANT

COAD CHEVROLET, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent via U.S. Mail and via facsimile to all known counsel of record in this cause in accordance with the Missouri Rules of Civil Procedure on this 11th day of December, 2009.

VIA CMRRR # 7160 3901 9848 4010 1701

J. Kent Emison, Esq.
Adam Graves, Esq.
Langdon and Emison
911 Main Street
P.O. Box 220
Lexington, Missouri 64067

VIA FIRST CLASS MAIL

Jairen Howard #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429



Yesenia E. Cardenas-Colenso

ANSWERS AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1: Provide the following information for the individual responding to these interrogatories.

- (a) Name;
- (b) Date of Birth;
- (c) Place of Birth;
- (d) Social Security No.;
- (e) Operator's or Chauffeur's License No.;
- (f) State of Issuance.

ANSWER: Coad Chevrolet prepared these answers with the help of its attorneys. These answers are executed on Coad Chevrolet's behalf by its authorized agent, whose office is located at 517 S. Kings Highway, Cape Girardeau, MO 63703 (see the attached verification page). To the extent this Interrogatory asks for more, Coad Chevrolet objects because it seeks information constituting party communications protected from disclosure by the attorney-client privilege and attorney work-product doctrine. Coad Chevrolet further objects to this Interrogatory because it is overly broad and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1).

INTERROGATORY NO. 2: Does Defendant Coad Chevrolet, Inc. have any indemnification agreements or other hold harmless agreements with General Motors Corporation wherein General Motors Corporation assumes obligations, pays judgments, or provides defense for Coad Chevrolet, Inc.

RESPONSE: General Motors Company (now "General Motors, LLC") has agreed to indemnify and take over the defense of Coad Chevrolet, Inc. in this matter. Beyond this, Coad Chevrolet objects to this Interrogatory because it is overly broad and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). Plaintiffs' request, for example, is not limited to any "indemnification agreements and/or any other hold harmless agreements" that relate solely to Plaintiffs' lawsuit.

My Commission Expires: 11-14-2012

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

RICARDO JAVIER QUIRÓS GÁLVEZ,
ELIZABETH PADILLA SANDOVAL,
GERARDO M. LOERA, and
ARACELI OCAÑA HERNÁNDEZ,

Plaintiffs,

vs.

GENERAL MOTORS CORPORATION
and
JAIREN L. HOWARD,

Defendants.

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CASE NO. 0716 CV34007
Division 17

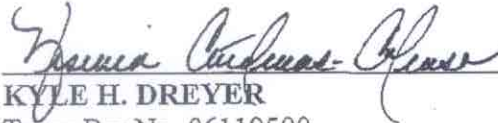
JURY TRIAL DEMANDED

**DEFENDANT COAD CHEVROLET, INC.'S
RESPONSES AND OBJECTIONS TO PLAINTIFFS'
FIRST REQUEST FOR PRODUCTION**

TO: Plaintiffs Ricardo Javier Quiroz Galvez, Elizabeth Padilla Sandoval, Gerardo M. Loera, and Araceli Ocaña Hernandez, by and through their attorneys of record, Robert L. Langdon, Adam Graves, Esqs., Langdon and Emison, The Eagle Building, 911 Main , P.O. Box 220, Lexington, Missouri 64067-0220.

Pursuant to Rule 58.01 of the Missouri Rules of Civil Procedure, Coad Chevrolet, Inc. ("Coad Chevrolet"), a Defendant herein, serves these Responses to Plaintiffs' First Request for Production of Documents. Coad Chevrolet makes these responses based on its investigation and discovery to date and based on its understanding of Plaintiffs' claims as alleged in Plaintiffs' First Amended Petition for Damages. Coad Chevrolet reserves the right to amend or supplement these responses as allowed by the Missouri Rules of Civil Procedure, the Court's local rules, agreement of the parties, or any Scheduling Order governing discovery.

Respectfully submitted,



KYLE H. DREYER

Texas Bar No. 06119500

JEFFREY J. COX

Texas Bar No. 04947530 [admitted *Pro Hac Vice*]

YESENIA E. CÁRDENAS-COLENSO

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and

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2400 Pershing Road, Suite 500

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ATTORNEYS FOR DEFENDANT

COAD CHEVROLET, INC.

CERTIFICATE OF SERVICE

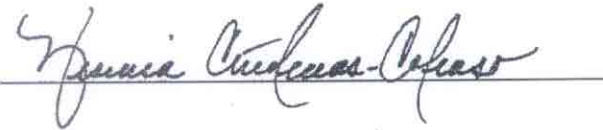
I hereby certify that a true and correct copy of the foregoing document has been sent via U.S. Mail and via facsimile to all known counsel of record in this cause in accordance with the Missouri Rules of Civil Procedure on this 11th day of December, 2009.

VIA CMRRR # 7160 3901 9848 4010 1701

J. Kent Emison, Esq.
Adam Graves, Esq.
Langdon and Emison
911 Main Street
P.O. Box 220
Lexington, Missouri 64067

VIA FIRST CLASS MAIL

Jairen Howard #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429



RESPONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Please provide all insurance policies applicable or arguably applicable to Plaintiffs' claim available to Defendant Coad Chevrolet, Inc., including umbrella and excess policies. This request encompasses the entire policy, including all addenda, amendments and/or endorsements to the policies and the declaration or face sheets showing the policy limits of each policy.

RESPONSE: General Motors Company has agreed to indemnify and take over the defense of Coad Chevrolet, Inc. in this matter. In that regard, Coad Chevrolet refers Plaintiffs to the documents produced in response to Request for Production No. 2 below, at Bates Nos. COADCHEV000001-000016. Beyond this, Coad Chevrolet objects to this request because it is overly broad and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). Subject to and without waiving its objections, Coad Chevrolet states that it is insured by Zurich (formerly known as Universal Underwriters).

REQUEST FOR PRODUCTION NO. 2: Please provide all indemnification agreements and/or any other hold harmless agreements between Defendant Coad Chevrolet, Inc. and General Motors Corporation, wherein General Motors Corporation assumes obligations, pays judgments, or provides defense for Coad Chevrolet, Inc.

RESPONSE: Coad Chevrolet Inc. refers Plaintiffs to the documents produced at Bates Nos. COADCHEV000001-000016. Beyond this, Coad Chevrolet objects to this Request because it is overly broad and seeks documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). Plaintiffs' request, for example, is not limited to any "indemnification agreements and/or any other hold harmless agreements" that relate solely to Plaintiffs' lawsuit.



General Motors Corporation

June 1, 2009

Via Federal Express

Coad Chevrolet, Inc.
517 S Kings Hwy
Cape Girardeau, MO 63703

Re: *GM Dealer Sales and Service Agreement/Participation Agreement*

Attention: Richard R Kennard

Coad Chevrolet, Inc. ("Dealer") and General Motors Corporation ("GM") are parties to a Dealer Sales and Service Agreement (the "Dealer Agreement") for Chevrolet motor vehicles (the "Existing Model Line"). Capitalized terms not otherwise defined in this letter agreement have the definitions set forth for such terms in the Dealer Agreement.

GM is the debtor and debtor-in-possession in a bankruptcy case (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), having filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). No trustee has been appointed and GM is operating its business as debtor-in-possession.

GM intends to sell, convey, assign and otherwise transfer certain of its assets (the "363 Assets"), to a purchaser (the "363 Acquirer") pursuant to Section 363 of the Bankruptcy Code (the "363 Sale"), subject to approval by and order of the Bankruptcy Court. GM's restructuring in the Bankruptcy Case involves, among other things, the restructuring of its current dealer network. Part of that restructuring includes focus on and retention of those dealers who, based on a number of factors, GM believes have an opportunity to be successful dealers selling and servicing GM's products.

Dealer recognizes that as part of GM's restructuring efforts, a significant number of dealers of the same line make as Dealer will be consolidated. Because this consolidation will result in fewer dealers representing the Existing Model Line, the retained dealers, including Dealer, will have the opportunity to increase sales significantly. It is therefore vital to Dealer and GM that Dealer agree to implement additional sales and inventory requirements necessary for Dealer to be retained in the 363 Acquirer's dealer network and for Dealer's performance to be in line with such increased opportunity.

In consideration for Dealer's execution and delivery of, and performance under, this letter agreement and subject to Bankruptcy Court approval, GM (i) shall not move to reject the Dealer Agreement in the Bankruptcy Case, and (ii) shall assign the Dealer Agreement to the 363 Acquirer as part of the 363 Sale, provided such sale closes.

08 THIS DOCUMENT SHALL BE NULL AND VOID IF NOT EXECUTED BY DEALER AND RECEIVED BY GM ON OR BEFORE JUNE 12, 2009 OR IF DEALER CHANGES ANY TERM OR PROVISION HEREIN



As a condition of its participation in the 363 Acquirer's dealer network and in consideration of GM's agreements set forth herein, Dealer shall execute and deliver this letter agreement to GM. This letter agreement contains terms that supplement the Dealer Agreement and incorporates requirements that GM believes will enhance Dealer's and the 363 Acquirer's opportunities for success. In addition, GM expects that GM or the 363 Acquirer will from time to time, subject to modification in its sole discretion, publish essential brand element guidelines for dealership operations, including Dealer's operations. The essential brand elements are GM's and the 363 Acquirer's minimum standards for dealership operations and include, among other things, facility image requirements and/or relocation requirements, dedicated sales and service requirements for the Existing Model Line, and participation in customer information programs.

This letter agreement will become effective upon the date of Dealer's due execution and delivery of this letter agreement to GM (the "Effective Date"). If Dealer executes and delivers this letter agreement to GM on or before June 12, 2009, subject to Bankruptcy Court approval, the 363 Assets will include, without limitation, the Dealer Agreement, as supplemented by this letter agreement. If Dealer does not sign and deliver to GM this letter agreement on or before June 12, 2009, GM may, in its sole discretion, move to reject the Dealer Agreement in the Bankruptcy Case. If the 363 Sale does not occur on or before August 31, 2009 (or such later date as GM or the 363 Acquirer may select in their sole discretion), GM or the 363 Acquirer may, at their sole option and at any time thereafter, terminate this letter agreement by written notice to Dealer.

SUPPLEMENTAL TERMS

1. Defined Terms. All initially capitalized terms used and not otherwise expressly defined herein shall have the meanings set forth for such terms in the Dealer Agreement.

2. Sales Performance. Dealer recognizes that, as a result of the consolidation of GM dealers undertaken by GM to strengthen the dealer network and increase dealer through-put, Dealer has substantially more sales opportunities and Dealer must substantially increase its sales of new Motor Vehicles. The 363 Acquirer will provide to Dealer an annual number of new Motor Vehicles that Dealer must sell to meet the 363 Acquirer's increased sales expectations and will update such annual sales number on a periodic basis throughout each year. Dealer's requirements to meet the 363 Acquirer's sales targets are in addition to the sales effectiveness requirements of the current Dealer Agreement. Dealer acknowledges and agrees that compliance with the sales effectiveness requirements of the Dealer Agreement alone will not be sufficient to meet the requirements of this Section 2 and Dealer must meet the sales effectiveness requirements of the Dealer Agreement, as supplemented by this letter agreement.

3. New Vehicle Inventory. Dealer recognizes that, due to the consolidation of GM dealers representing the Existing Model Line and the expected sales increases contemplated in Section 2 above, Dealer will need to stock additional Motor Vehicles. Dealer shall use its best efforts to stock sufficient additional new Motor Vehicles to meet the increased sales expectations. To facilitate its expected increased sales, Dealer shall, upon the written request from the 363 Acquirer, order and accept from the 363 Acquirer additional new Motor Vehicles of the Existing Model Line to meet or exceed the sales guidelines provided by the 363 Acquirer relating to Dealer's increased sales expectations contemplated in Section 2 above. In addition, upon Dealer's written request, the 363 Acquirer shall coordinate with, and provide to, GMAC (or such other floor plan provider designated by Dealer), updated sales expectations and other information necessary for GMAC (or such other floor plan provider designated by Dealer) to act upon Dealer's request for additional floor plan funding.

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4. Exclusivity. During the remaining term of the Dealer Agreement (the "Exclusivity Period"), Dealer shall actively and continuously conduct Dealership Operations only for the Existing Model Line at the premises authorized for the conduct of Dealership Operations under the Dealer Agreement (the "Dealership Premises"). During the Exclusivity Period, the Dealership Premises may not be used for any purpose other than Dealership Operations for the Existing Model Line (including, but not limited to, the sale, display, storage and/or service of vehicles not approved by the Dealer Agreement, other than as specifically contemplated by the term "Dealership Operations") without the express prior written consent of GM or the 363 Acquirer, which consent may be granted or withheld in GM's or the 363 Acquirer's sole discretion. In the event that Dealer currently operates any non-GM dealership on the Dealership Premises, Dealer shall cease all non-GM Dealership Operations at the Dealership Premises on or before December 31, 2009. Notwithstanding anything to the contrary in the Dealer Agreement, state law or otherwise, if Dealer fails to cure any default under this Section 4 within thirty (30) days after written notice of default from GM or the 363 Acquirer, GM or the 363 Acquirer shall be entitled to all of their remedies as set forth in Section 8 below, including without limitation, the right to terminate the Dealer Agreement.

5. No Protest. In connection with GM's restructuring plan and consolidation of the dealer network, GM intends that GM and the 363 Acquirer have a dealer network consisting of fewer, stronger and more properly located dealers allowing for higher through-put and enhanced business potential.

(a) GM or the 363 Acquirer may desire to relocate or establish representation for the sale and service of motor vehicles for the Existing Model Line at a site located in the vicinity of the Dealership Premises (the "Proposed Site"). In consideration of GM's and the 363 Acquirer's covenants and obligations herein, and provided that (i) GM or the 363 Acquirer notifies Dealer of any such relocation or establishment within two (2) years after the later of (x) the date of the 363 Sale or (y) the Effective Date (the "No Protest Commencement Date"), (ii) such relocation or establishment is substantially completed on or before the date which is four (4) years after the No Protest Commencement Date, and (iii) the Proposed Site is, measured by straight line distance, at least six (6) miles from the then current location of the Dealership Premises, Dealer covenants and agrees that it will not commence, maintain, or prosecute, or cause, encourage, or advise to be commenced, maintained, or prosecuted, or assist in the prosecution of any action, arbitration, mediation, suit, proceeding, or claim of any kind, before any court, administrative agency, or tribunal or in any dispute resolution process, whether federal, state, or otherwise, to challenge, protest, prevent, impede, or delay, directly or indirectly, establishment or relocation of a motor vehicle dealership for the Existing Model Line at or in the vicinity of the Proposed Site.

(b) Dealer, for itself, its Affiliates (as defined below) and any of their respective members, partners, venturers, stockholders, officers, directors, employees, agents, spouses, legal representatives, successors, and assigns (collectively, the "Dealer Parties"), hereby releases and forever discharges GM, the 363 Acquirer, their Affiliates and their respective members, partners, venturers, stockholders, directors, officers, employees, agents, spouses, legal representatives, successors and assigns (collectively, the "GM Parties"), from any and all past, present, and future claims, demands, rights, causes of action, judgments, executions, damages, liabilities, costs, or expenses (including attorneys' fees) which they or any of them have or might have or acquire, whether known or unknown, actual or contingent, which arise from, are related to, or are associated in any way with, directly or indirectly, the establishment or relocation of the Existing Model Line described in Section 5(a) above.

(c) Dealer recognizes that it may have some claim, demand, or cause of action of which it is unaware and unsuspecting which it is giving up pursuant to this Section 5. Dealer

08 THIS DOCUMENT SHALL BE NULL AND VOID IF NOT EXECUTED BY DEALER AND RECEIVED BY GM ON OR BEFORE JUNE 12, 2009 OR IF DEALER CHANGES ANY TERM OR PROVISION HEREIN



further recognizes that it may have some loss or damage now known that could have consequences or results not now known or suspected, which it is giving up pursuant to this Section 5. Dealer expressly intends that it shall be forever deprived of any such claim, demand, cause of action, loss, or damage and understands that it shall be prevented and precluded from asserting any such claim, demand, cause of action, loss, or damage.

(d) Dealer acknowledges that, upon a breach of this Section 5 by Dealer, the determination of the exact amount of damages would be difficult or impossible and would not restore GM or the 363 Acquirer to the same position they would occupy in the absence of breach. As a result of the foregoing, any such breach shall absolutely entitle GM and the 363 Acquirer to an immediate and permanent injunction to be issued by any court of competent jurisdiction, precluding Dealer from contesting GM's or the 363 Acquirer's application for injunctive relief and prohibiting any further act by Dealer in violation of this Section 5. In addition, GM and the 363 Acquirer shall have all other equitable rights in connection with a breach of this Section 5 by Dealer, including, without limitation, the right to specific performance.

6. Release; Covenant Not to Sue; Indemnity. In consideration for GM's covenants and agreements set forth herein, including, without limitation, the assignment of the Dealer Agreement in the 363 Sale:

(a) Dealer, for itself, the other Dealer Parties, hereby releases, settles, cancels, discharges, and acknowledges to be fully satisfied any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions, and causes of action of every kind and nature whatsoever (specifically including any claims which are pending in any court, administrative agency or board or under the mediation process of the Dealer Agreement), whether known or unknown, foreseen or unforeseen, suspected or unsuspected ("Claims"), which Dealer or anyone claiming through or under Dealer may have as of the date of the execution of this letter agreement against the GM Parties, arising out of or relating to (i) the Dealer Agreement or this letter agreement, (ii) any predecessor agreement(s), (iii) the operation of the dealership for the Existing Model Line, (iv) any facilities agreements, including without limitation, any claims related to or arising out of dealership facilities, locations or requirements, Standards for Excellence ("SFE") related payments or bonuses (except that GM or the 363 Acquirer shall pay any SFE funds due the Dealer for the second (2nd) quarter of 2009), and any representations regarding motor vehicle sales or profits associated with Dealership Operations under the Dealer Agreements, or (v) any other events, transactions, claims, discussions or circumstances of any kind arising in whole or in part prior to the effective date of this letter agreement, provided, however, that the foregoing release shall not extend to (x) reimbursement to Dealer of unpaid warranty claims if the transactions giving rise to such claims occurred within ninety (90) days prior to the date of this letter agreement, (y) the payment to Dealer of any incentives currently owing to Dealer or any amounts currently owing to Dealer in its Open Account, or (z) any claims of Dealer pursuant to Article 17.4 of the Dealer Agreement, all of which amounts described in (x) - (z) above of this sentence shall be subject to setoff by GM or the 363 Acquirer of any amounts due or to become due to either or any of their Affiliates.

(b) As set forth above, GM reaffirms the indemnification provisions of Article 17.4 of the Dealer Agreement and specifically agrees that such provisions apply to all new Motor Vehicles sold by Dealer.

(c) Dealer, for itself, and the other Dealer Parties, hereby agrees not to, at any time, sue, protest, institute or assist in instituting any proceeding in any court or administrative proceeding,

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or otherwise assert (i) any Claim that is covered by the release provision in subparagraph (a) above, or (ii) any Claim that is based upon, related to, arising from, or otherwise connected with the assignment of the Dealer Agreement by GM to the 363 Acquirer in the 363 Sale or an allegation that such assignment is void, voidable, otherwise unenforceable, violates any applicable law or contravenes any agreement. Any breach of the foregoing shall absolutely entitle GM and the 363 Acquirer to an immediate and permanent injunction to be issued by any court of competent jurisdiction, precluding Dealer from contesting GM's or the 363 Acquirer's application for injunctive relief and prohibiting any further act by Dealer in violation of this Section 6. In addition, GM and the 363 Acquirer shall have all other equitable rights in connection with a breach of this Section 6 by Dealer, including, without limitation, the right to specific performance.

(d) Dealer shall indemnify, defend and hold the GM Parties harmless, from and against any and all claims, demands, fines, penalties, suits, causes of action, liabilities, losses, damages, and expenses (including, without limitation, reasonable attorneys' fees and costs) which may be imposed upon or incurred by the GM Parties, or any of them, arising from, relating to, or caused by Dealer's (or any other Dealer Parties') breach of this letter agreement or Dealer's execution or delivery of or performance under this letter agreement. "Affiliate" means, with respect to any Person (as defined below), any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees and spouses. "Person" means an individual, partnership, limited liability company, association, corporation or other entity. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise.

(e) The terms of this Section 6 shall survive the termination of this letter agreement.

7. Compliance. In consideration for GM's covenants and agreements set forth herein, including, without limitation, the assignment of the Dealer Agreement in the 363 Sale, from and after the Effective Date:

(a) Dealer shall continue to comply with all of its obligations under the Dealer Agreement, as supplemented by the terms of this letter agreement. In the event of any conflict between the Dealer Agreement and this letter agreement, the terms and conditions of this letter agreement shall control, unless otherwise set forth herein.

(b) Dealer shall continue to comply with all of its obligations under Channel Agreements (as defined below) between GM and Dealer, provided that GM or the 363 Acquirer and Dealer shall enter into any amendment or modification to the Channel Agreements required as a result of GM's restructuring plan, in a form reasonably satisfactory to GM or the 363 Acquirer. In the event of any conflict between the terms of the Channel Agreements and this letter agreement, the terms and conditions of this letter agreement shall control. The term "Channel Agreements" shall mean agreements (other than the Dealer Agreement) between GM and Dealer imposing on Dealer obligations with respect to its Dealership Operations under the Dealer Agreement, including, without limitation, obligations to relocate Dealership Operations, to construct or renovate facilities, not to protest establishment or relocation of other GM dealerships, to conduct exclusive Dealership Operations under the Dealer Agreement, or to meet certain sales performance standards (as a condition of receiving or retaining payments from GM or otherwise). Channel Agreements may be entitled, without limitation, "Summary Agreement," "Agreement and

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Business Plan," "Exclusive Use Agreement," "Performance Agreement," "No-Protest Agreement," or "Declaration of Use Restriction, Right of First Refusal, and Option to Purchase." Notwithstanding the foregoing, the term "Channel Agreement" shall not mean or refer to (i) any termination agreement of any kind with respect to the Dealer Agreement between Dealer and GM (each a "Termination Agreement"), (ii) any performance agreement of any kind between Dealer and GM (each a "Performance Agreement"), or (iii) any agreement between Dealer (or any Affiliate of Dealer) and Argonaut Holdings, Inc., a Delaware corporation and wholly-owned subsidiary of GM ("AHI"), including, without limitation, any agreement entitled "Master Lease Agreement," "Prime Lease," or "Dealership Sublease" (and Dealer shall comply with all of the terms of such agreements with AHI). Dealer acknowledges that GM shall be entitled, at its option, to move to reject any currently outstanding Termination Agreements or Performance Agreements in the Bankruptcy Case. By executing this letter agreement, Dealer agrees not to, at any time, sue, protest, institute or assist in instituting any proceeding in any court or administrative proceeding, or otherwise assert any objection or protest of any kind with respect to GM's rejection of such Termination Agreements or Performance Agreements.

(c) Dealer shall (i) comply with the essential brand elements set forth in any subsequently published guidelines from GM or the 363 Acquirer, and (ii) increase its floor plan capability to accommodate the increased sales and inventory expectations contemplated in Sections 2 and 3 above.

8. Breach and Remedies. In return for the consideration provided by GM herein, in the event of Dealer's breach of the Dealer Agreement, as supplemented by this letter agreement, GM and the 363 Acquirer shall have all of its rights and remedies under the Dealer Agreement, as supplemented by this letter agreement, and in addition, (i) GM or the 363 Acquirer may terminate the Dealer Agreement, as supplemented by this letter agreement, upon written notice to Dealer of not less than thirty (30) days, and/or (ii) the 363 Acquirer shall not be obligated to offer Dealer a replacement dealer sales and service agreement upon the termination by its terms of the Dealer Agreement, as supplemented by this letter agreement. In the event that either Dealer or the 363 Acquirer terminates the Dealer Agreement, as supplemented by this letter agreement, after the 363 Sale or the 363 Acquirer does not offer Dealer a replacement dealer sales and service agreement as set forth above, then (x) GM or the 363 Acquirer shall provide Dealer with termination assistance solely as set forth in Section 15.2 of the Dealer Agreement (excluding any facility assistance pursuant to Section 15.3 of the Dealer Agreement), and (y) Dealer waives all other rights under the Dealer Agreement, as supplemented by this letter agreement, and any applicable state laws, rules or regulations regarding termination notice, termination rights, termination assistance, facility assistance or other termination rights.

9. Miscellaneous.

(a) Dealer and the individual(s) executing this letter agreement on behalf of Dealer hereby jointly and severally represent and warrant to GM that this letter agreement has been duly authorized by Dealer and that all necessary corporate action has been taken and all necessary corporate approvals have been obtained in connection with the execution and delivery of and performance under this letter agreement.

(b) This letter agreement shall supplement the Dealer Agreement as of the Effective Date and shall be effective through the remainder of the term of the Dealer Agreement, which shall expire no later than October 31, 2010.

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(c) Except as supplemented by this letter agreement (including all exhibits, schedules and addendums to this letter agreement), the Dealer Agreement shall remain in full force and effect as written. Additionally, the Dealer Agreement, as referenced in any other document that the parties have executed, shall mean the Dealer Agreement as supplemented by this letter agreement.

(d) This letter agreement may be executed in counterparts, each of which when signed by all of the parties hereto shall be deemed an original, but all of which when taken together shall constitute one agreement.

(e) The Dealer Agreement, as supplemented by this letter agreement, shall benefit and be binding upon (i) to the extent permitted by this letter agreement, any replacement or successor dealer as referred to in the Dealer Agreement, as supplemented by this letter agreement, and any successors or assigns, and (ii) any of GM's or the 363 Acquirer's successors or assigns. Without limiting the generality of the foregoing, after the 363 Sale occurs, this letter agreement shall benefit and bind the 363 Acquirer.

(f) The parties to this letter agreement have been represented, or have had the opportunity to be represented, by counsel and have been advised, or have had the opportunity to be advised, by counsel as to their rights, duties and relinquishments hereunder and under applicable law. In executing this Agreement, Dealer acknowledges that its decisions and actions are entirely voluntary and free from any duress.

(g) The Dealer Agreement, as supplemented hereby, shall be governed by and construed in accordance with the laws of the state of Michigan.

(h) By executing this Agreement, Dealer hereby consents and agrees that the Bankruptcy Court shall retain full, complete and exclusive jurisdiction to interpret, enforce, and adjudicate disputes concerning the terms of this letter agreement and any other matter related thereto. The terms of this Section 9(h) shall survive the termination of this letter agreement.

(i) Dealer hereby agrees that, without the prior written consent of GM or the 363 Acquirer, it shall not, except as required by law, disclose to any person (other than its agents or employees having a need to know such information in the conduct of their duties for Dealer, which agents or employees shall be bound by a similar undertaking of confidentiality) the terms or conditions of this letter agreement or any facts relating hereto or to the underlying transactions.

(j) If any part, term or provision of this letter agreement is invalid, unenforceable, or illegal, such part, term or provision shall be considered severable from the rest of this letter agreement and the remaining portions of this letter agreement shall be enforceable as if the letter agreement did not contain such part, term or provision.

This letter agreement shall constitute an agreement, executed by authorized representatives of the parties, supplementing the Dealer Agreement as contemplated by Section 17.11 thereof. This letter agreement shall be deemed withdrawn and shall be null and void and of no further force or effect unless this letter agreement is executed fully and properly by Dealer and is received by GM on or before June 12, 2009.

[Signature Page Follows]


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Please indicate your approval of, and agreement with respect to, the matters set forth in this letter agreement by signing where provided below and returning it to GM for execution in the enclosed, self-addressed Federal Express envelope.

GENERAL MOTORS CORPORATION

By 
Authorized Representative

APPROVED AND AGREED TO THIS
9TH DAY OF JUNE, 2009

Coad Chevrolet, Inc.

By: 
Name: RICHARD R. KENNARD
Title: PRESIDENT

THIS DOCUMENT SHALL BE NULL AND VOID IF NOT EXECUTED BY DEALER AND RECEIVED BY GM ON OR BEFORE JUNE 12, 2009, OR IF DEALER CHANGES ANY TERM OR PROVISION HEREIN.

08 THIS DOCUMENT SHALL BE NULL AND VOID IF NOT EXECUTED BY DEALER AND RECEIVED BY GM ON OR BEFORE JUNE 12, 2009 OR IF DEALER CHANGES ANY TERM OR PROVISION HEREIN



GMMS 1013
11-05 USA

Dealer Sales and Service Agreement

Standard Provisions

GENERAL MOTORS CORPORATION

COADCHEV000009

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which should have been detected by Dealer in a reasonable inspection of the Product);

17.4.2 Failure of the Product to conform to the description set forth in advertisements or product brochures distributed by General Motors because of changes in standard equipment or material component parts unless Dealer received notice of the changes prior to retail delivery of the affected Product by Dealer; or

17.4.3 Any substantial damage to a Product purchased by Dealer from General Motors which has been repaired by General Motors unless Dealer has been notified of the repair prior to retail delivery of the affected Product.

If General Motors reasonably concludes that allegations other than those set forth in 17.4.1, 17.4.2, or 17.4.3 above are being pursued in the lawsuit, General Motors shall have the right to decline to accept the defense or indemnify dealer or, after accepting the defense, to transfer the defense back to Dealer and withdraw its agreement to indemnify Dealer.

17.4 Indemnification by General Motors

General Motors will assume the defense of Dealer and indemnify Dealer against any judgment for monetary damages or rescission of contract, less any offset recovered by Dealer, in any lawsuit naming Dealer as a defendant relating to any Product that has not been altered when the lawsuit concerns:

17.4.1 Breach of the General Motors warranty related to the Product, bodily injury or property damage claimed to have been caused solely by a defect in the design, manufacture, or assembly of a Product by General Motors (other than a defect

Procedures for requesting indemnification, administrative details, and limitations are contained in the Service Policies and Procedures Manual under "Indemnification." The obligations assumed by General Motors are limited to those specifically described in this Article and in the Service Policies and Procedures Manual and are conditioned upon compliance by Dealer with the procedures described in the Manual. This Article shall not affect any right either party may have to seek indemnification or

contribution under any other contract or by law and
such rights are hereby expressly preserved.

7 - ARTICLE 7

ARTICLE 7

7.1 - Indemnification

Service Agent Sales and Service Agreement Reference, Article 17.4

"General Motors will assume the defense of Service Agent and indemnify Service Agent against any judgment for monetary damages or rescission of contract, less any offset recovered by Service Agent, in any lawsuit naming Service Agent as a defendant relating to any product that has not been altered when the lawsuit concerns:

"17.4.1 Breach of the General Motors warranty related to the product, bodily injury or property damage claimed to have been caused solely by a defect in the design, manufacture or assembly of a product by General Motors (other than a defect which should have been detected, by Service Agent in a reasonable inspection of the product);

"17.4.2 Failure of the product to conform to the description set forth in advertisements or product brochures distributed by General Motors because of changes in standard equipment or material component parts unless Service Agent received notice of the changes prior to retail delivery of the affected product by Service Agent; or

"17.4.3 Any substantial damage to a product purchased by Service Agent from General Motors which has been repaired by General Motors unless Service Agent has been notified of the repair in writing prior to retail delivery of the affected product.

"If General Motors reasonably concludes that allegations other than those set forth in 17.4.1, 17.4.2, or 17.4.3 above are being pursued in the lawsuit, General Motors shall have the right to decline to accept the defense or indemnify Service Agent or, after accepting the defense, to transfer the defense back to Service Agent and withdraw its agreement to indemnify dealer.

"Procedures for requesting indemnification, administrative details, and limitations are contained in the Service Policies and Procedures Manual under 'Indemnification'. The obligations assumed by General Motors are limited to those specifically described in this Article and in the Service Policies and Procedures Manual and are conditioned upon compliance by Service Agent with the procedures described in the manual. This Article shall not affect any right either party may have to seek indemnification or contribution under any other contract or by law and such rights are hereby expressly preserved.

7.1.1 - Procedure for Requesting Defense and Indemnification

When Service Agent is served with a complaint and believes it may qualify for indemnification, the Service Agent shall:

- a. Retain the original documents for insurance company or attorney.
- b. Forward copies of the pleadings and all documents in its files relating to the product involved, together with a transmittal letter, within 15 days of service of a complaint, to the:

Office of the General Counsel
General Motors
400 Renaissance Center
Mail Code: #482-038-210
Detroit, MI 48265

- c. The transmittal letter shall be captioned "INDEMNIFICATION REQUEST", shall set forth the time, date and place of service only and need not set forth any additional facts, reasons or theories as to why GM should undertake the defense.

Note: Service Agent is to provide a copy of the transmittal letter with pleadings and all documents to Service Agent's GM Contact Location, Attn. (Location) Manager.

7.1.2 - Response to Indemnification Request

7.1.2 RESPONSE TO INDEMNIFICATION REQUEST

The request to assume the defense and to indemnify shall be accepted or rejected by GM within 30 days following its receipt:

- a. Until a request is accepted and an appearance by counsel selected by GM to represent Service Agent is entered, Service Agent remains responsible for its defense in the lawsuit and agrees to take all appropriate action to preserve the defense.
- b. If the request is denied or Service Agent fails to preserve the defense, Service Agent shall continue to be fully responsible for the defense and any judgment which may be rendered against Service Agent.
- c. If the request is accepted, Service Agent shall cooperate fully in the defense as GM may reasonably require and Service Agent authorizes GM to use counsel of its own choosing and to settle the lawsuit at any time at GMs' sole expense.
- d. If the request is accepted, Service Agent shall be responsible for its costs and attorney fees incurred prior to acceptance except only as specifically provided in Article 7.1.3 below.
- e. GM may, at its election, agree only to indemnify Service Agent and require Service Agent to conduct its own defense. In the event of such requirement, Service Agent shall conduct its own defense and the liability of GM will be limited to the out-of-pocket costs of such defense, including reasonable attorneys' fees, together with the amount of any monetary judgment paid by Service Agent (or the amount of final settlement paid by Service Agent if such amount was

approved in advance by GM) provided GM is promptly notified thereof. If Service Agent fails to notify GM of such judgment or settlement within 20 days of its entry, GM shall be liable only for the costs of the defense.

f. GM may, at its election, tender back defense of the case to Service Agent if facts are later discovered which lead GM to believe that it accepted the indemnification request in error.

7.1.3 - Procedure and Limitations Related to Reimbursement for Certain Attorney Fees Incurred Prior to Acceptance

a. If a request for indemnification is forwarded within 15 days of service of a complaint and is initially accepted pursuant to Article 17.4 of the Service Agent Sales and Service Agreement, GM will reimburse Service Agent for a reasonable amount of attorney fees necessarily incurred by Service Agent prior to such acceptance to protect the Service Agent's defense while awaiting a response to such indemnification request, except that:

- Reimbursement, if any, will be limited to reasonable attorney fees necessarily incurred by the Service Agent only to obtain a required extension of time for Service Agent to respond to the complaint, or if such extension was not obtainable, for Service Agent to file a timely and appropriate response to the complaint, or for such other necessary action to protect Service Agent's defense in the lawsuit while waiting such initial response. In no case will reimbursement be made for more than four hours of the dealer attorney's time at a reasonable hourly rate.
- GM reserves to its sole discretion the right to determine the reasonable amount, if any, of such attorney fees that will be reimbursed to Service Agent and will do so in the context of the Service Agent's obligation to preserve its defense pending receipt of the response to such indemnification request. The decision of GM in such matters shall be final.
- Nothing contained in this subsection shall relieve Service Agent from paying attorney fees incurred by Service Agent and the reimbursement, if any, shall be made payable to and forwarded to Service Agent.

b. When Service Agent incurs attorney fees which Service Agent believes may qualify for reimbursement, Service Agent shall:

- Retain the original billing from Service Agent's attorney.
- Forward a separate written request for reimbursement of attorney fees, within 30 days following receipt of such acceptance, to the:

Office of the General Counsel
General Motors
400 Renaissance Center
Mail Code: #482-038-210
Detroit, MI 48265

- The written request shall be captioned "I.R.-request for reimbursement of attorney fees," identify the name of the case, indicate the amount of reimbursement being requested and shall enclose a copy of the original billing from Service Agent's attorney which shall include a description of the reimbursable services performed for Service Agent in the lawsuit, time expended and hourly rate charged for such service and a separate itemization of expenses incurred, if any.
- c. GM will respond to the request for reimbursement within a reasonable time following its receipt.
- d. GM shall have no obligation to reimburse Service Agent any amount for attorney fees if Service Agent fails to forward a proper and timely request as provided above.

7.1.4 - Limitations on Obligation to Defend and Indemnify

- a. GM shall have no obligation to defend or indemnify Service Agent whenever the lawsuit, in whole or in part, asserts a claim against Service Agent based on:
 - Service Agent's alleged failure to perform, or negligent performance of inspection, maintenance or repair service on products or such other motor vehicles as may be sold or serviced by Service Agent;
 - Service Agent's alleged breach of any contract between Service Agent and Service Agent's customer;
 - Service Agent's alleged misleading statements, misrepresentations, or unfair or deceptive practices; or
 - any other alleged wrongful action or inaction of Service Agent.

In such cases, Service Agent shall remain solely responsible for its own defense, including costs and attorneys' fees, and for any judgment rendered against it in such lawsuit, unless otherwise agreed in writing.

- b. GM shall have no obligation to defend or indemnify Service Agent if Service Agent fails to request indemnification within 15 days of service of a complaint or fails to take all reasonable steps to ensure the defense is in no way prejudiced.
- c. If for any reason GM refuses to assume Service Agent's defense and indemnify Service Agent, the lawsuit shall be defended by Service Agent. If dealer establishes that GM refused to defend and indemnify Service Agent when it was obligated to do so under Article 17.4 of the Dealer Sales and Service Agreement and Article 7.1 of this Manual, then GM's liability will be limited to the same extent as provided in Article 7.1.2(e).

8 - Quick Reference

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
(214) 369-2100

Direct Dial: (214) 346-3767
E-Mail: ycardenas@hdbdk.com

TELECOPIER (214) 369-2118

December 11, 2009

VIA FACSIMILE AND
CERTIFIED MAIL #7160 3901 9848 4010 1701

Mr. J. Kent Emison
Mr. Adam Graves
Langdon & Emison
911 Main Street
P.O. Box 220
Lexington, Missouri 64105

Re: [REDACTED] *et al. v. Coad Chevrolet, Inc., Coad Motors, Inc.,
et al.; Case No. 0716-CV34007; pending in the Circuit Court of Jackson
County, Missouri at Independence.*

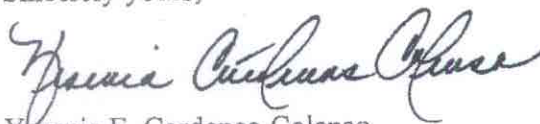
Dear Counsel:

Enclosed are the following discovery responses in the above-referenced matter:

1. Defendant COAD Chevrolet, Inc.'s Answer and Objections to Plaintiffs' First Set of Interrogatories; and
2. Defendant COAD Chevrolet, Inc.'s Responses and Objections to Plaintiffs' First Request for Production.

If you have any questions regarding this matter, please do not hesitate to contact me. My direct dial number is (214) 346-3767.

Sincerely yours,



Yesenia E. Cardenas-Colenso

YCC/rs
Enclosures

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

Mr. J. Kent Emison

Mr. Adam Graves

Langdon & Emison

January 7, 2009

Page 2

Via First Class U.S. Mail

cc: Jairen Howard #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)
)
 Plaintiffs,) Case No. 0716-CV34007
)
 vs.) Division 17
)
 GENERAL MOTORS CORPORATION)
 and JAIREN L. HOWARD,)
)
 Defendants.)

**PLAINTIFFS' FIRST AMENDED
NOTICE OF VIDEOTAPED DEPOSITION OF
GENERAL MOTORS CORPORATION**

PLEASE TAKE NOTICE that the Plaintiffs, by and through counsel, pursuant to Rule 57.03, Missouri Rules of Civil Procedure, will take the videotaped deposition(s) of General Motors Corporation by oral examination at the following date, time and location:

DATE: Wednesday, June 3, 2009

TIME: 10:00 a.m.

LOCATION: Westin Detroit Metropolitan Airport, 2501 Worldgateway Place,
Detroit, Michigan 48242

Pursuant to Rule 57.03, Plaintiffs hereby request that General Motors Corporation, designate and produce, at the date, time, and place referenced in this notice, one or more officers, directors, managing agents, or other persons consenting and authorized to testify on behalf of General Motors Corporation about matters known or reasonably available to General Motors Corporation as to following matters:

DEFINITION:

Subject Vehicle: 2001 Chevrolet Blazer, VIN #1GNDT13W31K231809

AREAS OF INQUIRY

1. The design of the fuel system equipped on the subject vehicle.
2. The design of fuel system check valves equipped on the subject vehicle.
3. Shielding of the subject vehicle's fuel tank.
4. Crash testing conducted on the GMT 330 platform wherein any component part of the vehicle made contact with the fuel tank of the vehicle. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
5. Crash testing conducted on the GMT 330 platform wherein a fuel line, including but without limitation, the filler pipe, was compromised, severed, punctured, pinched, separated from its attachment points, dislodged, dislocated, or otherwise damaged. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
6. Crash testing conducted on General Motors Corporation vehicles wherein the filler pipe was compromised, severed, punctured, pinched, separated from its attachment points, dislodged, dislocated, or otherwise damaged. For each said crash test, please be able to

- identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, the results of the crash test, and what was done to address the results of the crash test.
7. Crash testing conducted on the GMT 330 platform wherein there was leakage from a fuel system component. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
 8. Please be able to identify those fuel systems and motor vehicles manufactured by General Motors Corporation wherein a check valve was incorporated into the fuel system. This would include check valves for the fuel feed line, fuel return line, fuel vapor line, other fuel lines, fuel fill inlet, fuel tank, and filler pipe. Please be able to identify the designer of each check valve, the test results associated with these check valves, and what year, make and model vehicles said check valves were installed in. For each motor vehicle identified, please know the type and purpose of the check valves so installed.
 9. Patents held by General Motors Corporation on fuel system check valves, testing conducted on fuel system check valves held in patent by General Motors Corporation, motor vehicles equipped with check valves held in patent by General Motors Corporation, and the purpose of said check valves.
 10. The tests, analysis, results, and investigations carried out in research projects sponsored

by (a) General Motors Corporation under the U.S. DOT and GM agreement of 1995, (b) Motor Vehicle Fire Research Institute (MVFRI) under the agreement between White, Monson, Cashiola, and GM in 1996, and (c) NHTSA; performed by GM, National Institute of Standards and Technology (NIST), SwRI and FM Global Research (FMGR). Also, please be able to identify those individuals that participated in these projects on behalf of General Motors Corporation and their respective roles in these projects. Please also be competent to discuss the results of all burn tests conducted in these research projects, and any reports associated with said burn tests.

11. FMVSS 301 Certification for the subject vehicle and the GMT 330.
12. General Motors Corporation's fuel system design guidelines.
13. General Motors Corporation's fuel system technical specifications.
14. Yearly changes in the body and fuel systems of the GMT 330, 325, and the predecessor and successor of said vehicles.
15. Please be able to identify crash tests conducted or reviewed by General Motors Corporation on the GMT 330 wherein there was a compromise of and/or leakage from a fuel system component. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
16. The meeting dates, meeting attendees and the substance of meeting discussions at General Motors Corporation, and at any group, team, committee, club, subgroup, or

- division within General Motors Corporation, wherein fuel system check valves were discussed.
17. The meeting dates, meeting attendees and the substance of meeting discussions at General Motors Corporation, and at any group, team, committee, club, subgroup, or division within General Motors Corporation, wherein fuel tank shielding was discussed.
 18. The cost of part number 15013508.
 19. Testing of part number 15013508 that conducted and/or reviewed by General Motors Corporation. Please be able to provide the data, analysis, photos, films, and results of said testing.
 20. When part number 15013508 was designed.
 21. Who designed part number 15013508.
 22. The design of part number 15013508.
 23. The purpose and function of part number 15013508.
 24. Whether or not any other components were considered by General Motors Corporation as an alternative to part number 15013508. If so, what other components were considered, who designed said components, whether or not said components had ever been used on another motor vehicle, whether a patent is/was held on said components, and why said components were not utilized in lieu of part number 15013508.
 25. The cost of the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans. This would also include the fuel filler neck stub check valve, Patent # 5,590,697.
 26. Testing conducted and/or reviewed by General Motors Corporation of the fuel system

- check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans. Please be able to provide the results of said testing.
27. The date of design of the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
 28. Who designed the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
 29. The design of the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
 30. The purpose and function of the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
 31. The number of GMT 330 vehicles sold by General Motors Corporation.
 32. For the component that is circled in Exhibit A, please be able to explain the following:
 - a. What is the name of the component?
 - b. What are the purposes of the component?
 - c. What is the part number of the component?
 - d. To what model year GMT 330 was the component first added?
 - e. To what model year GMT 325 was the component first added?
 - f. What events led to the installation of the component?
 - g. Why was this component installed on the 2001 Blazer?
 - h. Who made the decision to install the component on the 2001 Blazer?
 33. For the component that is circled in Exhibit B, please be able to explain the following:
 - a. What is the name of the components?

- b. What are the purposes of these components?
- c. What is the part number(s) of these components?
- d. To what model year GMT 330 were these components first added?
- e. To what model year GMT 325 were these components first added?
- f. What events led to the installation of the component?
- g. Why were these components installed on the 2001 Blazer?
- h. Who made the decision to install these components on the 2001 Blazer?

34. Whether or not it was technologically feasible at the time the subject vehicle was manufactured to have equipped it with a check valve designed to prevent the flow of gasoline from the fuel tank in a rollover event wherein the fuel filler pipe has separated from the fuel tank. If so, the reasons why such a check valve was not installed in the fuel system of the subject vehicle. The effect on the performance of the fuel tank and fuel system of having installed such a check valve on the fuel system of the subject vehicle.

35. Defendant General Motors Corporation's Second Supplemental Responses to Plaintiffs' Third Interrogatories, service date of April 13, 2009, states, in part, as follows: **"To meet the new ORVR requirements in 2001, an inlet check valve was designed and integrated as part of the fuel fill inlet within the fuel tank assembly. The inlet check valve limits fuel 'spitback' from the fuel tank during refueling by allowing fuel flow only into the tank. In addition to preventing spitback, this one way-valve limits fuel leakage during a rollover event in which the fuel filler assembly's integrity is lost. The new inlet check valve for the 2001 model was assigned Part No. 15013508."**

Please state the full legal name and address of the entity or entities involved in the design, manufacture, testing, and distribution of this “inlet check valve.”

36. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel filler pipe check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
37. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel filler neck check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
38. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel fill inlet check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
39. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel “spitback” check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.

40. Please identify the year, make, and model of General Motors Corporation's motor vehicles equipped with a fuel system "rollover" check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
41. For lawsuits filed against General Motors Corporation wherein there was (1) a claim of personal injury or death to one or more occupants of (2) a 1995-2005 model year Blazer, Jimmy, and Bravada and (3) a post collision vehicle fire, please provide and identify the case caption, court where filed, case number, date filed, GM's file number, plaintiff attorney's name / address / phone number, year / model vehicle involved, and the disposition of case excluding money amounts.
42. For each and every lawsuit filed against General Motors Corporation wherein it was alleged or claimed that a General Motors Corporation's vehicle lacked a fuel system check valve, should have been equipped with a fuel system check valve, lacked an adequate fuel system check valve, or should have been equipped with an adequate fuel system check valve, please provide and identify the case caption, court where filed, case number, date filed, GM file number, plaintiff attorney's name / address / phone number, year / model vehicle involved, and the disposition of case excluding money amounts.
43. Please identify the year and model of General Motors Corporation vehicles equipped with the fuel fill check valve / fuel inlet check valve identical to the one equipped on the 2000 Malibu LS + LX 4 Door Sedans.
44. Please identify the year and model of General Motors Corporation vehicles equipped

with the part covered by U.S. Patent # 5,590,697.

The(se) deposition(s) will be taken before a certified court reporter and will be videotaped by a representative of Legal Video Productions.

The(se) deposition(s) will take place from day to day until completed. You are invited to attend and participate as you deem necessary.

Respectfully submitted,

LANGDON & EMISON

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 4th day of May, 2009, upon:

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ATTORNEYS FOR DEFENDANT GENERAL MOTORS CORPORATION

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 4th day of May, 2009, upon:

Crossroads Correctional Center
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June 6, 2008

Robert C. Sullivan, Esq.
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Lexington, Missouri 64067-0220

Via Facsimile (660) 259-4571

Re: [REDACTED]
[REDACTED] v. *General Motors Corporation and Jairen L. Howard*,
Cause No. 0716 CV34007, Division 17, in the Circuit Court of Jackson County,
Missouri, at Independence

Dear Rob:

I prepared Defendant General Motors Corporation's Opposition to Plaintiffs' Motion for Entry of a Protective Order. This morning, I read Plaintiffs' Reply Brief. It appears, although the signature is not legible, that you were the individual who prepared the Reply Brief. Let me begin by expressing my apologies if anything in General Motors' Response Brief struck a nerve. I was not intending to upset anyone or to accuse anyone of any wrongdoing.

That being said, it appears that you may have misread or reacted without fully analyzing the Response Brief. In paragraph 2 of your Reply Brief, you state that General Motors and its counsel should be "ashamed" for a "patently false attempt to smear the Plaintiffs in the case." I assume you were referring to the Introduction to General Motors' Response Brief where it stated, "Plaintiffs were injured in a high-speed street race that occurred in the early morning hours, after many of the participants had been drinking." This sentence is factually accurate and includes no false statements or accusations. If you will review the police report, the police indicate that this accident occurred as the result of a street race. It also is unquestioned, according to the police report, that the participants in the street race were traveling at a "high rate of speed" – a term that was used by the police in the report.

With regard to the drinking, I probably was too polite when I generically stated that "many of the participants had been drinking." The truth is that everyone involved had been drinking. Mr. Loera admitted in his statement to the police that he had been drinking that night. This statement was confirmed some time later when the toxicology report indicated he had 70

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ml. in his system. Similarly, the driver of the Mustang, Mr. [REDACTED] had a blood alcohol level of 91 ml. (above the legal limit for intoxication in the State of Missouri). Further toxicology results indicate that all of the occupants of Mr. [REDACTED] vehicle had been drinking and/or were intoxicated. In fact, the records indicate that Mr. [REDACTED] blood alcohol level was almost three times the legal limit (220 ml.) and that Mr. Alcudia's level was almost twice the legal limit in the State of Missouri (154 ml.).

The only other sentence in the Response Brief discussing how the accident occurred said that Mr. [REDACTED] "reportedly cut off or swerved in front of a Ford Mustang being driven at a very high rate of speed." This statement also is factually accurate. The driver of the Mustang, [REDACTED], told police Mr. [REDACTED] did swerve in front of him and slow down or stop, causing the Mustang to impact him from the rear. The police also concluded Mr. [REDACTED] apparently attempted to miss the Mustang, coming up from behind him, swerved one way and then another before being impacted from the rear by the Mustang at a "high rate of speed."

I don't know if you were unaware of the police and toxicology records or not. But your representation to the Court that these statements were "absolutely false" is not accurate. The truth is this accident occurred as a result of a street race gone bad. This accident occurred when Mr. [REDACTED] reportedly swerved in front of the oncoming Mustang that was traveling at a high rate of speed and trying to pass him. And, the truth is all of the occupants in the Blazer and the drivers of both vehicles had been drinking. There was no attempt to smear anyone. The facts are what they are. (I note you had no problem with the next paragraph where we state the Blazer caught fire, resulting in severe burns to Mr. Galv ez and the apparent death of Mr. Alcudia.)

This alleged "smearing" of your clients was not the only point of obvious anger in your Reply Brief. In the third paragraph, you demanded proof to support the "false" accusations by General Motors and its counsel that your firm previously had sold or attempted to sell any General Motors documents. You continued saying that if General Motors did not come forward with such evidence, Plaintiffs would seek recourse through sanctions for these apparently inaccurate statements. Again, I think you misread what was in the Response Brief. No where in the Response Brief do we state that Langdon & Emison ever sold documents to anyone. For that matter, at no time do we say that you or your firm ever did anything unethical or improper. Thus, your emphatic demand for proof regarding such allegedly inaccurate statements is not warranted.

What we did say in the Response Brief, which is consistent with the correspondence we had with your office prior to you filing the Motion, is that we do not understand nor are we aware of any valid reason why Plaintiffs would need a broader sharing provision, certainly one as broad as that proposed in your Motion. In your Reply Brief, the only reason you give for

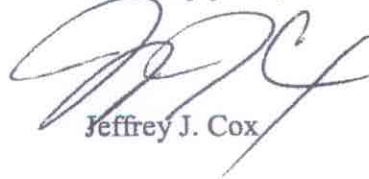
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Page 3

needing this broad scope for sharing is so that you may prepare your case for trial. As set forth in our Response Brief, that statement makes no sense. Why would you need to share, for example, confidential drawings of a Chevrolet Blazer with individuals who have a case on a completely different vehicle, say, a Chevy Malibu? Thus, we concluded in our Response Brief that the only logical reason must be to "have a valuable commodity to either sell to other law firms or trade with other law firms in return for documents or assistance needed." At no time did we say you have sold or traded General Motors documents with other lawyers, but since you have not provided the Court with any other rationale for why you would need to share documents with individuals who are handling dissimilar litigation, that is presumed to be the reason.

The bottom line is this: We always have been willing to work with your firm in the past and we are willing to work with your firm in this case. However, we could not agree to the line that you all drew in the sand on the sharing issue and we cannot agree with you that the fuel systems on 1995 to 2005 Blazers were the same. If we angered you or Bob, that was not our intention. We were very careful in our Response Brief not to state anything that was inaccurate factually and it is unfortunate that you told the Court we did. I trust that after reviewing this letter and having an opportunity to review what actually was stated in our Response Brief, you no longer will feel that anything General Motors or any of its counsel did was improper or sanctionable. If you do and would like to discuss it further, please do not hesitate to call me. My direct dial number is (214) 346-3713.

Sincerely yours,



Jeffrey J. Cox

JJC:clh

cc: Robert L. Langdon, Esq.
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bcc: Ms. Kristi K. Fielder - *via email kristi.fielder@gm.com*
General Motors Corporation
P.O. Box 400
Mail Code 482-028-205
Detroit, Michigan 48265-4000
GM File No. 636992

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icc: Kyle H. Dreyer, Esq.
Yesenia E. Cárdenas-Colenso, Esq.
Loren B. Lowe, Esq.
Ms. Rebecca L. Gonzalez

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

RICARDO JAIVER QUIROZ GALVÉZ,)
ELIZABETH PADILLA SANDOVAL,)
GERARDO M. LOERA,)
ARACELI OCAÑA HERNANDEZ,)

Plaintiffs,)

vs.)

GENERAL MOTORS CORPORATION)
Registered Agent: The Corporation Company)
120 South Central Avenue)
Clayton, Missouri 63105)

and)

JAIREN L. HOWARD)
3607 South Askew)
Kansas City, Missouri 64130)

Defendants.)

0716 . CV 34007
Case No. _____

Jury Trial Demanded

DIVISION
17

FILED-CIRCUIT COURT
JACKSON CO., MO-1
2007 NOV 28 PM 4: 39

PETITION FOR DAMAGES (TD)

COMES NOW, Ricardo Javier Quiroz Galvéz, Elizabeth Padilla Sandoval, Gerardo M. Loera, Araceli Ocaña Hernandez (hereinafter "Plaintiffs"), by and through their attorneys of record, and for their cause of action against General Motors Corporation (hereinafter "GM") and Jairen L. Howard (hereinafter "Howard"), allege and state as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Ricardo Javier Quiroz Galvéz resides in Guadalupe, Mexico.
2. At all times relevant, Plaintiff Elizabeth Padilla Sandoval was and remains the spouse of Plaintiff Ricardo Javier Quiroz Galvéz. Plaintiff Elizabeth Padilla Sandoval and Plaintiff Ricardo Javier Quiroz Galvéz were legally married and living together as husband and wife on and prior to September 17, 2006. Plaintiff Elizabeth Padilla Sandoval and Plaintiff

Ricardo Javier Quiroz Galv3ez are still legally married and living together as husband and wife.

Plaintiff Elizabeth Padilla Sandoval also resides in Guadalupe, Mexico.

3. Plaintiff Gerardo M. Loera currently resides in Kansas City, Missouri.

4. Plaintiff Araceli Ocaña Hernandez is the surviving spouse of Faustino J. Alcudia (deceased.) Plaintiff Araceli Ocaña Hernandez and Faustino J. Alcudia (deceased) were married and living together as husband and wife on and prior to September 17, 2006. Plaintiff Araceli Ocaña Hernandez resides in Cuernavaca, Morelos, Mexico.

5. Faustino J. Alcudia (deceased) is survived by three minor children: Mayra Rubi Jimenez Ocaña (DOB: February 11, 2002), Saeri Cristel Jimenez Ocaña (DOB: June 9, 1999), and Emanuel Jimenez Ocaña (DOB: August 30, 1996). These surviving minor children of Faustino J. Alcudia currently reside with their mother, Araceli Ocaña Hernandez, in Cuernavaca, Morelos, Mexico.

6. Faustino J. Alcudia (deceased) is survived by his parents: Alejandro Jimenez Gomez and Sebastiana Alcudia Narbaez. Alejandro Jimenez Gomez and Sebastiana Alcudia Narbaez reside in Teapa, Tabasco, Mexico.

7. Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are in the class of persons entitled to bring a cause of action for the wrongful death of Faustino J. Alcudia (deceased), pursuant to Mo. Rev. Stat. § 537.080.

8. Defendant GM is a for-profit Delaware corporation with its principal place of business in Detroit, Michigan.

9. Defendant GM is registered with the State of Missouri as a for-profit corporation, and Defendant GM maintains a registered agent for service of process inside the State of Missouri at the address listed in the caption.

10. Defendant GM can be served with process through its registered agent at the address listed in the caption.

11. At all times relevant, Defendant GM was and remains engaged in the business of designing, manufacturing, marketing, promoting, advertising, and selling automobiles inside the State of Missouri and throughout the United States and the world.

12. At all times relevant, Defendant GM has and continues to transact business inside the State of Missouri, and maintains multiple offices and agents inside the State of Missouri for the transaction of its usual and customary business of designing, manufacturing, marketing, promoting, advertising, and selling automobiles.

13. At all times relevant, Defendant GM did and continues to conduct and maintain substantial, systematic, continuous and not isolated business contacts within the State of Missouri through its multiple points of product manufacture and distribution within the State of Missouri.

14. Prior to September 17, 2006, in the ordinary course of its business, Defendant GM manufactured, distributed, and sold a 2001 Chevrolet Blazer automobile, VIN 1GNNDT13W31K231809 (hereinafter referred to as the "Subject Blazer").

15. Defendant GM, in the ordinary course of its business, intentionally manufactured, distributed, delivered, and sold the Subject Blazer inside the State of Missouri.

16. Defendant GM committed tortious acts within and outside the State of Missouri in that Defendant GM designed, manufactured, distributed, and sold in the Subject Blazer inside the

State of Missouri; the Subject Blazer is the subject of this suit and the defects of the Subject Blazer and the negligence of Defendant GM caused the death of Faustino J. Alcudia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

17. Defendant GM is subject to the jurisdiction of this Court pursuant to Mo. Rev. Stat. § 506.500.

18. Defendant Howard is a resident and citizen of Jackson County, Missouri.

19. Defendant Howard is subject to the jurisdiction of this Court as a citizen and resident of the State of Missouri and pursuant to Mo. Rev. Stat. § 506.500. As stated in Count III herein, Defendant Howard committed tortious acts within the State of Missouri which caused the death of Faustino J. Alcudia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

20. Jurisdiction and venue is proper in this Court.

GENERAL ALLEGATIONS APPLICABLE TO ALL DEFENDANTS

21. On or about September 17, 2006, Defendant Howard was operating a 1994 Ford Mustang in Jackson County, Missouri.

22. At the same time, Plaintiff Gerardo M. Loera was operating the Subject Blazer in Jackson County, Missouri. At the same time, the Subject Blazer was also occupied by Faustino J. Alcudia (deceased) and Plaintiff Ricardo Javier Quiroz Galvez.

23. At the same time and place, the Ford Mustang, being operated by Defendant Howard, negligently and recklessly collided with the Subject Blazer (hereinafter “subject collision”). The Subject Blazer caught fire following the subject collision.

24. As a result of defects in the Subject Blazer, the negligence of Defendant GM, and/or the negligence of Defendant Howard, Faustino J. Alcudia died of smoke inhalation and thermal burns, Plaintiff Ricardo Quiroz sustained severe burns, injuries, and lost his legs, and Plaintiff Gerardo M. Loera sustained serious injuries.

COUNT I - STRICT LIABILITY OF GENERAL MOTORS

25. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 24 above.

26. Prior to September 17, 2006, in the ordinary course of its business, Defendant GM designed, engineered, manufactured, marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

27. At the time the Subject Blazer left the possession and control of Defendant GM, and at the time that Faustino J. Alcudia sustained his fatal injuries on September 17, 2006, and at the time Plaintiff Galv3z and Plaintiff Loera sustained their injuries on September 17, 2006, the Subject Blazer and the fuel system of the Subject Blazer were in a defective condition and unreasonably dangerous when put to an intended, reasonably anticipated, and reasonably foreseeable use. More specifically, the Subject Blazer was unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3z, and other intended and reasonably foreseeable consumers and users, by reason of defects in the design, manufacture, assembly, inspection, and testing of the Subject Blazer and the fuel system of the Subject Blazer. More specifically, the Subject Blazer was defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3z, and other intended and reasonably foreseeable consumers and users, in that the Subject Blazer and the fuel system of the Subject

Blazer lacked the integrity to withstand a collision such as the one that is the subject of this lawsuit. The Subject Blazer was defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galvéz, and other consumers and users, in that the Subject Blazer lacked adequate warnings to alert Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galvéz, and other intended and reasonably foreseeable consumers and users, of the defective and unreasonably dangerous nature and condition of the Subject Blazer, of the defective and unreasonably dangerous nature and condition of the fuel system of the Subject Blazer, and of the lack of integrity of the fuel system of the Subject Blazer to withstand a collision such as the one that is the subject of this lawsuit.

28. The Subject Blazer was expected to reach and did reach the hands of Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galvéz without substantial change in the condition in which it was designed, manufactured, assembled, distributed, and sold by Defendant GM. At the time Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galvéz sustained their injuries on September 17, 2006, and at the Subject Blazer left the possession and control of Defendant GM, the Subject Blazer was in substantially the same condition. At all times relevant, including but without limitation, on September 17, 2006, the Subject Blazer was being used by Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galvéz in a manner intended by and reasonably foreseeable to Defendant GM.

29. At all times relevant, Defendant GM knew that the Subject Blazer would be used without inspection for defects and represented that it could be safely used and would be fit for the intended and ordinary purposes for which it was purchased.

30. Prior to September 17, 2006, Defendant GM knew, or by using ordinary care should have known, of the unreasonably dangerous and defective conditions of the Subject

Blazer as stated in this Count; however, Defendant GM failed to warn Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Quiroz of such dangerous and defective conditions.

31. As a direct and proximate result of such defective and dangerous conditions as existed when the Subject Blazer was sold, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galv3ez was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

32. As a direct and proximate result of the defective nature of the Subject Blazer, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the defective nature of the Subject Blazer, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form of medical and funeral expenses.

33. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Ricardo Javier Quiroz Galv3ez suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and

mental anguish, was caused to lose the enjoyment of his life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galvéz.

34. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

35. The actions and omissions of Defendant GM, with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcuía, and Ricardo Javier Quiroz Galvéz. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant GM for a reasonable sum of money as will fairly compensate Plaintiffs, for punitive and exemplary damages, for Plaintiffs' costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

COUNT II - NEGLIGENCE OF DEFENDANT GENERAL MOTORS

36. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 35 above.

37. Defendant GM designed, engineered, manufactured, placed into the stream of commerce, distributed, and sold the Subject Blazer.

38. At the time of the design, manufacture, distribution, and sale of the Subject Blazer, it was a matter of common knowledge that a high incidence of injury-producing motor vehicle collisions occurred upon the streets and highways of Missouri, and that a significant portion of all motor vehicles were involved in collisions at some time during their use.

39. As a motor vehicle designer, manufacturer, distributor, and seller, Defendant GM knew that many consumers and users of their motor vehicles would be involved in collisions and that the incidence and extent of their injuries would frequently be determined by the design and construction of their vehicles and the fuel system of said vehicles.

40. Defendant GM had a duty to exercise ordinary and reasonable care to design, manufacture, distribute, and sell reasonably safe vehicles so as not to subject owners, purchasers, consumers and users to an unreasonable risk of harm.

41. Defendant GM carelessly, negligently, and recklessly breached the duty of care owed by a reasonably prudent manufacturer to consumers and users such as Faustino J. Alcudia, Ricardo Javier Quiroz Galvez, Gerardo M. Loera, and Plaintiffs, in each of the following respects:

- a. Defendant GM carelessly, negligently, and recklessly, and knowingly, designed, manufactured, marketed, distributed, placed into the stream of commerce, and

- sold the Subject Blazer and the fuel system of the Subject Blazer in conditions that were unsafe and dangerous to owners, purchasers, consumers, and users;
- b. Despite having knowledge of said dangerous, defective, and unsafe conditions and propensities, Defendant GM carelessly, negligently, and recklessly failed to any warning or adequate warnings to intended and reasonably foreseeable purchasers, owners, consumers, and users of the Subject Blazer, including Faustino J. Alcudia, Ricardo Javier Quiroz Galvez, Gerardo M. Loera, and Plaintiffs, of the dangerous, defective, and unsafe conditions of the Subject Blazer, the fuel system of the Subject Blazer, and the propensity of the Subject Blazer to ignite and become engulfed in a fire in a reasonably foreseeable collision, thereby causing unnecessary and severe injury to those persons utilizing the Subject Blazer;
- c. Defendant GM carelessly, negligently, and recklessly failed to shield the fuel system of the Subject Blazer, though it knew by not doing so the Subject Blazer could and would catch fire in a reasonably foreseeable collision;
- d. Defendant GM carelessly, negligently, recklessly, and knowingly placed into the stream of commerce the Subject Blazer in a condition that was eminently dangerous and unsafe to persons in that there existed a dangerous and unsafe propensity of the Subject Blazer to ignite and become engulfed in fire in a reasonably foreseeable collision and thereby cause unnecessary and severe injury to those persons utilizing the Subject Blazer;
- e. Defendant GM carelessly, negligently, and recklessly failed to institute a recall and/or retrofit campaign for the purpose of making alternative fuel system design

features available for the protection of owners, purchasers, consumers, and users of the Subject Blazer; and

- f. Defendant GM carelessly, negligently, recklessly, and knowingly, designed, manufactured, assembled, inspected, tested and distributed the Subject Blazer and the fuel system of the Subject Blazer in such a way that it was inadequate to withstand a reasonably foreseeable collision and not catch fire.

42. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galvéz was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

43. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña,

Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form

44. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Ricardo Javier Quiroz Galvéz suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose the enjoyment of his life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galvéz.

45. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

46. The actions and omissions of Defendant GM, with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcuía, and Ricardo Javier Quiroz Galvéz. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant GM for a reasonable sum of money as will fairly compensate the Plaintiffs, for punitive and exemplary damages, for plaintiff's costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

COUNT III – NEGLIGENCE OF DEFENDANT HOWARD

47. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 46 above.
48. Defendant Howard carelessly, negligently, and recklessly breached the duty of care owed by a reasonably prudent driver in each of the following respects:
- a. Defendant Howard carelessly, negligently, and recklessly traveled at an excessive rate of speed;
 - b. Defendant Howard carelessly, negligently, and recklessly failed to maintain his vehicle in the proper lane of travel;
 - c. Defendant Howard carelessly, negligently, and recklessly failed to act after he either knew or should have known that there was a danger of collision;
 - d. Defendant Howard carelessly, negligently, and recklessly failed to yield the right-of-way;
 - e. Defendant Howard carelessly, negligently, and recklessly failed to observe and obey traffic laws; and
 - f. Defendant Howard carelessly, negligently, and recklessly failed to maintain proper control of his vehicle.

49. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galv3ez was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

50. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form

51. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Ricardo Javier Quiroz Galv3ez suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose the enjoyment of his

life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galv3z.

52. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

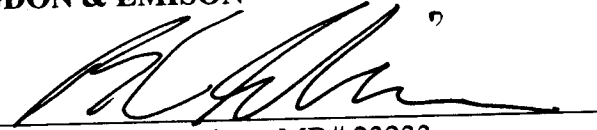
53. The actions and omissions of Defendant Howard, with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galv3z. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant Howard for a reasonable sum of money as will fairly compensate the Plaintiffs, for punitive and exemplary damages, for plaintiff's costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

Respectfully submitted,

LANGDON & EMISON

By



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ATTORNEYS FOR PLAINTIFFS

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

**PLAINTIFFS' FIRST INTERROGATORIES TO
DEFENDANT GENERAL MOTORS CORPORATION**

Plaintiffs, pursuant to Missouri Rule of Civil Procedure 57.01, propound the following First Set of Interrogatories to Defendant General Motors Corporation (hereinafter "GM").

INSTRUCTIONS

Type your answers to the following interrogatories in the space following the interrogatory on this form where possible. If the space is not sufficient to answer the interrogatory completely, type your answer on a separate sheet of paper and attach the same as an appendix hereto noting on this form which appendix contains your answer to said interrogatory and noting on the appendix reference to the interrogatory being answered.

DEFINITIONS

Plaintiff sets forth the following definitions of various words and phrases which are contained in the following requests for the purpose of clarifying the meaning of these words and phrases. These words and phrases will appear in bold text in the following requests:

"Subject Blazer" refers to the 2001 Chevrolet Blazer automobile, VIN 1GNDT13W31K231809, that caught fire on or about September 17, 2006.

"Your Company" refers to Defendant General Motors Corporation, including each and every department, subsidiary, foreign operation, division, office, agency or affiliate thereof. These words or phrases include any successor or predecessor firms or corporations, any parent corporations and holding companies with which the Defendant is associated, any subsidiaries or other companies which are owned in whole or in part by this Defendant, whether foreign or domestic. Finally, these words and phrases specifically include present and former officers, directors, agents, employees and any and all other persons, firms or corporations acting or purporting to act on behalf of this Defendant.

INTERROGATORIES

1. Please identify by name and last known address, the chief engineer for the **Subject Blazer**.

ANSWER:

2. Please identify by name and last known address of the person primarily responsible for the design of the fuel system of the **Subject Blazer**.

ANSWER:

3. Please identify by name and last known address those individuals employed by **Your Company** either currently or in the past, with the most knowledge regarding any crash testing of the GMT 330 platform wherein any component of the vehicle made contact with the fuel tank of the vehicle.

ANSWER:

4. Please identify those individuals employed by **Your Company**, either currently or in the past, most responsible for the testing of the fuel system equipped on the **Subject Blazer**.

ANSWER:

5. Please identify any study, test, or survey performed by any testing laboratory, consultant, engineer, person, firm, or corporation to evaluate the fuel system equipped on the **Subject Blazer**.

ANSWER:

6. Please identify by name and last known address all persons whom your company believes to have knowledge of any facts relevant to any of the following categories (answer separately for each category):

- a. Persons seeing and/or hearing the subject collision;
- b. Any other persons who were at the scene of the subject collision of this suit immediately prior to the subject collision or during the investigation and clean-up following the subject collision;
- c. Any other persons not listed above who have knowledge of facts leading up to or subsequent to the subject collision which provide information as to the manner of the collision or the reasons therefore;
- d. Any persons having knowledge of the condition of the Subject Blazer at or immediately prior to the subject collision; and/or
- e. Any persons having knowledge of the condition of the Subject Blazer immediately following the subject collision through and including the present time.

Your Company may exclude from Your Company's answers to this interrogatory:

- a. Expert witnesses whom Your Company has or will identify in answers to interrogatories who gained their knowledge of facts relevant to this lawsuit solely by virtue of their retention as experts in this case; and,
- b. Counsel of record and their employees who gained their knowledge of facts relevant to this lawsuit solely by virtue of their representation, and who will not be called to testify at trial.

For each person who is a past and/or current employee of Your Company, please state all dates of employment, positions in Your Company, and the general subject matter and/or area of knowledge that such person possesses. Please indicate if Your Company is presently willing to state that Your Company (or others to the best of Your Company's knowledge) does not intend to call at trial any such person. If such a representation is made, the undersigned counsel may choose to eliminate the person from the list of depositions to be taken.

ANSWER:

7. Please state whether Your Company or any of Your Company's agents, employees, independent contractors, attorneys, or any other representatives, has conducted any recall campaigns or issued any technical service bulletins relating to the fuel system of any of the following: GMT 330, Subject Blazer, 1995-2005 Chevrolet Blazer, 1995-2005 Oldsmobile Bravada, 1995-2005 GMC Jimmy. If so, for each bulletin or campaign please state:

- a. The exact date the bulletin was issued or the campaign was begun;
- b. The purpose of the bulletin or campaign;
- c. The year, make and model of the vehicles involved in the bulletin or campaign;
- d. The description of the component parts involved;
- e. The number of vehicles involved;
- f. A detailed description of the campaign or bulletin; and
- e. The name, title, and last known address of each person currently having possession or custody of any records relating thereto.

ANSWER:

Respectfully submitted,

LANGDON & EMISON

By Daniel C

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by First Class U.S. Mail, postage prepaid; facsimile; overnight service; email; and/or hand delivery this 13th day of February, 2008, upon:

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GM Vehicle Inquiry System Summary

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VIN :	IGNDT13W31K [REDACTED]
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VEHICLE INFORMATION

Merchandising Model :	CT10506 -2001 4-DOOR 4WD BLAZER LT W/ONSTAR	Warranty Start Date :	06/18/2001
BARS Order Type :	70 - RETAIL - STOCK		
Delivering Dealer :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581	Selling Source :	13 - CHEVROLET
		Site Code :	17182
		Business Associate Code :	111360
Service Contract :	No	Branded Title :	No
		Warranty Block :	No
		PDI Status :	Paid

REQUIRED FIELD ACTIONS

Vehicle Has No Current Record Of Outstanding Campaigns
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SERVICE INFORMATIONAL ITEMS

Type	Number	Description	Posted Date	Status
SB	06048	ONSTAR H/W IS ANALOG ONLY-CANNOT BE UPGRADED TO DIGITAL-SEE TSB 06-08-46-007	01/23/2007	See Bulletin

ON STAR AND XM SATELLITE RADIO INFORMATION

OnStar Equipped	Yes	OnStar Status	Inactive	Refer to Help page for details or: http://www.onstarenrollment.com or (888)ONSTAR1 (888)667-8271. In Canada, http://onstar.enrollment.ca or (877)438-9677.	
XM Equipped	No	XM Radio ID	N/A	XM Status	N/A
Refer to Help page for details or: http://www.gm.xradio.com or (800)556-3600. In Canada, http://xradiocanada.com or (877)438-9677.					

APPLICABLE WARRANTIES

Description	Effective Date	Effective Odometer	End Date	End Odometer
36/36000 BUMPER TO BUMPER	06/18/2001	19 miles	06/18/2004	36019 miles
72/100000 SHEET METAL COVERAGE RUST THROUGH	06/18/2001	19 miles	06/18/2007	100019 miles
96/80000 FEDERAL EMISSION CATALYTIC CONV. AND PCM	06/18/2001	19 miles	06/18/2009	80019 miles

36/36000 FEDERAL EMISSION

06/18/2001

19 miles

06/18/2004

36019 miles

CLAIM HISTORY

R.O Date	R.O Number	Type	Labor Operation	Odometer Reading
03/29/2002	174371	#	N2355 - SWITCH - MULTIFUNCTION (INSTRUMENT PANEL) - REPLACE	21352 miles
05/12/2001	188652	#	Z6999 - PDI RELATED FLUID ADDS	2 miles
05/11/2001	188610	#	A2930 - TAILGATE, COMPLETE - REFINISH/CLEAR COAT	2 miles
04/25/2001	A31809	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0 miles

CHECK HISTORY INFORMATION

Vehicle Has No Associated Check History Information.
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GM Vehicle Inquiry System Claim History

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VIN :	IGNDT13W31K
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CLAIM HISTORY

Repair Order Date :	03/29/2002	Repair Order Number :	174371	Odometer Reading :	21352 miles				
Serviced By :	CENTRAL CHEVROLET COMPANY, INC. PO BOX 19058 JONESBORO, AR 72403-6600 (870) 935-5575			Selling Source :	13 - CHEVROLET				
				Site Code :	17270				
				Business Associate Code :	114156				
Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments
04/05/2002	262	01	#	N2355 - SWITCH - MULTIFUNCTION (INSTRUMENT PANEL) - REPLACE	26100837 - SWITCH	N/A	N/A	\$ 204.97	N

Repair Order Date :	05/12/2001	Repair Order Number :	188652	Odometer Reading :	2 miles				
Serviced By :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581			Selling Source :	13 - CHEVROLET				
				Site Code :	17182				
				Business Associate Code :	111360				
Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments
05/18/2001	170	01	#	Z6999 - PDI RELATED FLUID ADDS	N/A	N/A	N/A	\$ 2.00	N

Repair Order Date :	05/11/2001	Repair Order Number :	188610	Odometer Reading :	2 miles				
Serviced By :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581			Selling Source :	13 - CHEVROLET				
				Site Code :	17182				
				Business Associate Code :	111360				
Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments
				A2930 - TAILGATE,					

05/22/2001	171	01	#	COMPLETE - REFINISH/CLEAR COAT	N/A	N/A	N/A	\$ 210.86	N
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Repair Order Date :	04/25/2001	Repair Order Number :	A31809	Odometer Reading :	0 miles
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Serviced By :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581	Selling Source :	13 - CHEVROLET
		Site Code :	17182
		Business Associate Code :	111360

Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments
05/01/2001	165	01	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	N/A	N/A	N/A	\$ 78.00	N

CHECK HISTORY

Vehicle Has No Associated Check History.
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GM Vehicle Inquiry System Vehicle Build

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VIN	1GNDT13W31K [REDACTED]
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VEHICLE BUILD

Merchandising Model :	CT10506 -2001 4-DOOR 4WD BLAZER LT W/ONSTAR		
Gross Vehicle Weight Rating :	2429 kg (5356 lb)	Order Number :	DFDT47
Build Date :	04/25/2001	Build Plant :	11K06

OPTION CODES

#OS - ONSTAR SYSTEM	A71 - DEEP TINTED GLASS
AN3 - FRONT BUCKETS WITH POWER ADJ.	AP9 - CARGO CONVENIENCE NET
AU0 - REMOTE KEYLESS ENTRY	AU3 - POWER DOOR LOCK SYSTEM
AXP - MPV VIN IDENT POSITION	A81 - POWER WINDOWS
B30 - FULL FLOOR CARPETING	B84 - BODY SIDE MOLDINGS
C25 - REAR WINDOW WIPER & WASHER	C3T - GVW RATING - 5350 LBS
C49 - ELECTRIC REAR WINDOW DEFOGGER	C50 - AIR CONDITIONING
DD8 - LIGHT SENSITIVE ISRV MIRROR	DH6 - LIGHTED LH & RH VISOR MIRRORS
DK2 - ELECTRIC OSRV MIRROR W/DEFOGGER	DK7 - INTERIOR CUSTOM ROOF CONSOLE
D55 - FLOOR CONSOLE W/DUAL CUPHOLDERS	D96 - BODY STRIPING
EVA - EVAP EMISSION REQUIREMENT	E55 - TAILGATE BODY
FE9 - 50-STATE LOW EMISSION VEHICLE	FE5 - TORSION BAR SPRING ADJUSTMENT
FK2 - TORSION BAR SPRING ADJUSTMENT	GU6 - REAR AXLE 3.42 RATIO
JC1 - FOUR WHEEL DISC BRAKES	K18 - ELECTRIC AIR INJECTION SYSTEM
K34 - ELECTRONIC SPEED CONTROL WITH RESUME SPEED	K60 - 100 AMP DELCOTRON GENERATOR
LIN - LINDEN ASSEMBLY PLANT	L35 - VORTEC 4300 V6 SFI ENGINE
M30 - 4 SPEED ELECTRONIC AUTOMATIC TRANSMISSION WITH OVERDRIVE	NF7 - FEDERAL EMISSION SYSTEM NLEV
NP5 - LEATHER WRAPPED STEERING WHEEL	NP8 - 2-SPEED ACTIVE TRANSFER CASE
N33 - COMFORTILT STEERING WHEEL	N40 - POWER STEERING
N90 - 5-SPOKE ALUMINUM WHEELS	QEB - P235/75R 15 OOR WL TIRES

RSA - PASSIVE AUTO FRT SEAT RESTRAINT	RYJ - RETRACTABLE CARGO AREA COVER
R9U - PC CARBOOK ORDER	SLM - STOCK ORDERS
T61 - DAYTIME RUNNING LIGHTS	UE1 - ONSTAR COMMUNICATIONS SYSTEM
UP0 - ETR AM/FM STEREO W/SEEK/SCAN, DIGITAL CLOCK, THEFT LOCK, SPEED COMPENSATED VOLUME, COMPACT DISC PLAYER, CASSETTE W/AUTO REVERSE AND AUTO TONE CONTROL (REPLACES STD/OPT PKG RADIO)	UP8 - STEREO RADIO PROVISIONS
U16 - TACHOMETER	U73 - FIXED MAST ANTENNA
U89 - WIRING HARNESS - 5 LEAD	VXS - COMPLETE VEHICLE LABEL
V54 - BLACK ROOF LUGGAGE CARRIER	V73 - STATEMENT OF VEHICLE CERT.- U.S./CANADA
XEB - P235/75R 15 OOR WL FRT TIRES	X88 - CHEVROLET CONVERSION
YC6 - LT DECOR PACKAGE	YD3 - BASE EQUIP FOR SCH GVW PL-FT AX
YD5 - BASE FRONT SPRING	YD6 - BASE REAR SPRING
YEB - P235/75R 15 OOR WL REAR TIRES	ZEB - P235/75R 15 ON/OFF SPARE TIRE
ZM8 - REAR WINDOW CONVENIENCE PACKAGE ELECTRIC TAILGATE RELEASE REAR WINDOW DEFOGGER REAR WINDOW WIPER/WASHER	ZQ3 - TILT WHEEL & SPEED CONTROL
ZQ6 - POWER LOCKS/WINDOWS/EXT MIRRORS *REMOTE KEYLESS ENTRY	ZY1 - SOLID PAINT
Z85 - TOURING SUSPENSION	1SD - PREFERRED EQUIPMENT GROUP 1SD
1SZ - TRAILBLAZER EQUIPMENT SAVINGS	11A - LT PEWTER METALLIC STRIPE
6WJ - FRONT SUSPENSION	7WJ - FRONT SUSPENSION
74U - VICTORY RED	92H - MED GRAY PREMIUM CLOTH
92I - MED GRAY INTERIOR TRIM	

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GM Vehicle Inquiry System Vehicle Component

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VIN	1GNDT13W31K [REDACTED]
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Vehicle Component

Component Code :		10 - ENGINE ASSEMBLY			
Source Plant :		W - CPC/DDA ROMULUS, MICHIGAN			
Part/Num Broadcast :		AHL	Traceability :	011000255	
Date Scanned :	04/24/2001	Time Scanned :	16:47.00	Scan Station :	04

Component Code :		35 - STEERING COLUMN - SIR SYSTEM			
Source Plant :		S - SAGINAW DIVISION SAGINAW,MI			
Part/Num Broadcast :		WLX	Traceability :	I01561101	
Date Scanned :	04/24/2001	Time Scanned :	19:42.00	Scan Station :	01

Component Code :		60 - TRANSFER CASE (4 WHEEL DRIVE)			
Source Plant :		N			
Part/Num Broadcast :		SD	Traceability :	0A1232179	
Date Scanned :	04/24/2001	Time Scanned :	16:47.00	Scan Station :	04

Component Code :		61 - TRANSMISSION			
Source Plant :		Y - HYDRAMATIC TOLEDO, OHIO			
Part/Num Broadcast :		1TAD	Traceability :	30387781	
Date Scanned :	04/24/2001	Time Scanned :	16:47.00	Scan Station :	04

Component Code :		63 - FRONT AXLE/FRONT CRADLE WITH FRONT HUB ASSEMBLIES			
Source Plant :		G			
Part/Num Broadcast :		UR0	Traceability :	330940	
Date Scanned :	04/24/2001	Time Scanned :	14:07.00	Scan Station :	02

Component Code :		65 - REAR AXLE ASSEMBLY			
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Source Plant :	C - SAGINAW BUFFALO, NEW YORK				
Part/Num Broadcast :	FS9	Traceability :	102232440		
Date Scanned :	04/24/2001	Time Scanned :	13.58.00	Scan Station :	02

Component Code :	92 - BRAKE PRESSURE MODULATOR VALVE ASSEMBLY				
Source Plant :	K - KELSEY-HAYES JASPER, INDIANA				
Part/Num Broadcast :	1329	Traceability :	00242790		
Date Scanned :	04/24/2001	Time Scanned :	17.57.00	Scan Station :	05

Component Code :	AB - IR-MODULE ASM-INFLATOR				
Source Plant :	Q - RIMIR MATAMORS MEXICO				
Part/Num Broadcast :	1134	Traceability :	7VYWOMP		
Date Scanned :	04/24/2001	Time Scanned :	17.01.00	Scan Station :	01

Component Code :	AH - IR-SENSOR ASM-LEFT				
Source Plant :	Z - BREED, MEXICO				
Part/Num Broadcast :	0665	Traceability :	Y92317		
Date Scanned :	04/24/2001	Time Scanned :	17.56.00	Scan Station :	03

Component Code :	AJ - IR-SENSOR ASM-RIGHT				
Source Plant :	Z - BREED, MEXICO				
Part/Num Broadcast :	0655	Traceability :	Y91283		
Date Scanned :	04/24/2001	Time Scanned :	17.56.00	Scan Station :	03

Component Code :	AL - IR-MODULE ASM-I/P				
Source Plant :	Q - RIMIR MATAMORS MEXICO				
Part/Num Broadcast :	3746	Traceability :	2VYJYQB		
Date Scanned :	04/24/2001	Time Scanned :	14.18.00	Scan Station :	06

Component Code :	AS - SENSING DIAGNOSTIC MODULE				
Source Plant :	K - DELCO ELECTRONICS KOKOMO,IN				
Part/Num Broadcast :	3252	Traceability :	1110214GX		
Date Scanned :	04/24/2001	Time Scanned :	22.29.00	Scan Station :	06

Component Code :		CB - SEQ NUM (FLEX) BODY ASM			
Source Plant :		N/A			
Part/Num Broadcast :		1ZZ	Traceability :	2330457	
Date Scanned :	04/18/2001	Time Scanned :	03.02.00	Scan Station :	N/A

Component Code :		CC - SEQ NUM (FLEX) BODY ASM			
Source Plant :		N/A			
Part/Num Broadcast :		1DY	Traceability :	0134304	
Date Scanned :	04/18/2001	Time Scanned :	10.54.00	Scan Station :	N/A

Component Code :		CF - SEQ NUM (FLEX) PAINT PROCESS			
Source Plant :		N/A			
Part/Num Broadcast :		1CY	Traceability :	0131096	
Date Scanned :	04/23/2001	Time Scanned :	08.25.00	Scan Station :	N/A

Component Code :		CP - SEQ NUM (FLEX) GEN ASM			
Source Plant :		N/A			
Part/Num Broadcast :		1AY	Traceability :	0131797	
Date Scanned :	04/24/2001	Time Scanned :	12.39.00	Scan Station :	N/A

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GM Vehicle Inquiry System Delivery Information

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VIN :	1GNDT13W31K [REDACTED]
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IN-SERVICE INFORMATION

In-Service Information Not On file	
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DELIVERY INFORMATION

Delivery Date :	06/18/2001	Delivery Type :	021 - GMO EMPLOYEE OUT-OF-STOCK/OPTION 2	Delivered Odometer :	19 miles
Delivering Dealer :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU , MO 63703-5713 (573) 335-5581			Delivery Selling Source :	13 - CHEVROLET
				Delivery Site Code :	17182
				Business Associate Code :	111360

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GM Vehicle Inquiry System

Vehicle Build

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VIN	1GNDDT13W31K [REDACTED]
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VEHICLE BUILD

Merchandising Model :	CT10506 -2001 4-DOOR 4WD BLAZER LT W/ONSTAR		
Gross Vehicle Weight Rating :	2429 kg (5356 lb)	Order Number :	DFDT47
Build Date :	04/25/2001	Build Plant :	11K06

GMVIS is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

OPTION CODES

#OS - ONSTAR SYSTEM	AJ1 - DEEP TINTED GLASS
AN3 - FRONT BUCKETS WITH POWER ADJ.	AP9 - CARGO CONVENIENCE NET
AU0 - REMOTE KEYLESS ENTRY	AU3 - POWER DOOR LOCK SYSTEM
AXP - MPV VIN IDENT POSITION	A31 - POWER WINDOWS
B30 - FULL FLOOR CARPETING	B84 - BODY SIDE MOLDINGS
C25 - REAR WINDOW WIPER & WASHER	C3T - GVW RATING - 5350 LBS
C49 - ELECTRIC REAR WINDOW DEFOGGER	C60 - AIR CONDITIONING
DD8 - LIGHT SENSITIVE ISRV MIRROR	DH6 - LIGHTED LH & RH VISOR MIRRORS
DK2 - ELECTRIC OSRV MIRROR W/DEFOGGER	DK7 - INTERIOR CUSTOM ROOF CONSOLE
D55 - FLOOR CONSOLE W/DUAL CUPHOLDERS	D96 - BODY STRIPING
EVA - EVAP EMISSION REQUIREMENT	E55 - TAILGATE BODY
FE9 - 50-STATE LOW EMISSION VEHICLE	FF5 - TORSION BAR SPRING ADJUSTMENT
FK2 - TORSION BAR SPRING ADJUSTMENT	GU6 - REAR AXLE 3.42 RATIO
JC1 - FOUR WHEEL DISC BRAKES	K18 - ELECTRIC AIR INJECTION SYSTEM
K34 - ELECTRONIC SPEED CONTROL WITH RESUME SPEED	K60 - 100 AMP DELCOTRON GENERATOR
LIN - LINDEN ASSEMBLY PLANT	L35 - VORTEC 4300 V6 SFI ENGINE
M30 - 4 SPEED ELECTRONIC AUTOMATIC TRANSMISSION WITH OVERDRIVE	NF7 - FEDERAL EMISSION SYSTEM NLEV
NP5 - LEATHER WRAPPED STEERING WHEEL	NP8 - 2-SPEED ACTIVE TRANSFER CASE
N33 - COMFORTILT STEERING WHEEL	N40 - POWER STEERING
N90 - 5-SPOKE ALUMINUM WHEELS	QEB - P235/75R 15 OOR WL TIRES
RSA - PASSIVE AUTO FRT SEAT RESTRAINT	RYJ - RETRACTABLE CARGO AREA COVER

R9U - PC CARBOOK ORDER	SLM - STOCK ORDERS
T61 - DAYTIME RUNNING LIGHTS	UE1 - ONSTAR COMMUNICATIONS SYSTEM
UP0 - ETR AM/FM STEREO W/SEEK/SCAN, DIGITAL CLOCK, THEFT LOCK, SPEED COMPENSATED VOLUME, COMPACT DISC PLAYER, CASSETTE W/AUTO REVERSE AND AUTO TONE CONTROL (REPLACES STD/OPT PKG RADIO)	UP8 - STEREO RADIO PROVISIONS
U16 - TACHOMETER	U73 - FIXED MAST ANTENNA
U89 - WIRING HARNESS - 5 LEAD	VXS - COMPLETE VEHICLE LABEL
V54 - BLACK ROOF LUGGAGE CARRIER	V73 - STATEMENT OF VEHICLE CERT.-U.S. /CANADA
XEB - P235/75R 15 OOR WL FRT TIRES	X88 - CHEVROLET CONVERSION
YC6 - LT DECOR PACKAGE	YD3 - BASE EQUIP FOR SCH GVW PL-FT AX
YD5 - BASE FRONT SPRING	YD6 - BASE REAR SPRING
YEB - P235/75R 15 OOR WL REAR TIRES	ZEB - P235/75R 15 ON/OFF SPARE TIRE
ZM8 - REAR WINDOW CONVENIENCE PACKAGE ELECTRIC TAILGATE RELEASE REAR WINDOW DEFOGGER REAR WINDOW WIPER/WASHER	ZQ3 - TILT WHEEL & SPEED CONTROL
ZQ6 - POWER LOCKS/WINDOWS/EXT MIRRORS *REMOTE KEYLESS ENTRY	ZY1 - SOLID PAINT
Z85 - TOURING SUSPENSION	1SD - PREFERRED EQUIPMENT GROUP 1SD
1SZ - TRAILBLAZER EQUIPMENT SAVINGS	11A - LT PEWTER METALLIC STRIPE
6WJ - FRONT SUSPENSION	7WJ - FRONT SUSPENSION
74U - VICTORY RED	92H - MED GRAY PREMIUM CLOTH
92I - MED GRAY INTERIOR TRIM	

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GM Vehicle Inquiry System

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VIN	1GNDDT13W31K	
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Vehicle Component

Component Code :		10 - ENGINE ASSEMBLY			
Source Plant :		W - CPC/DDA ROMULUS, MICHIGAN			
Part/Num Broadcast :		AHL	Traceability :		011000255
Date Scanned :	04/24/2001	Time Scanned :	16.47.00	Scan Station :	04

Component Code :		35 - STEERING COLUMN - SIR SYSTEM			
Source Plant :		S - SAGINAW DIVISION SAGINAW,MI			
Part/Num Broadcast :		WLX	Traceability :		I01561101
Date Scanned :	04/24/2001	Time Scanned :	19.42.00	Scan Station :	01

Component Code :		60 - TRANSFER CASE (4 WHEEL DRIVE)			
Source Plant :		N			
Part/Num Broadcast :		SD	Traceability :		0AI232179
Date Scanned :	04/24/2001	Time Scanned :	16.47.00	Scan Station :	04

Component Code :		61 - TRANSMISSION			
Source Plant :		Y - HYDRAMATIC TOLEDO, OHIO			
Part/Num Broadcast :		1TAD	Traceability :		30387781
Date Scanned :	04/24/2001	Time Scanned :	16.47.00	Scan Station :	04

Component Code :		63 - FRONT AXLE/FRONT CRADLE WITH FRONT HUB ASSEMBLIES			
Source Plant :		G			
Part/Num Broadcast :		UR0	Traceability :		330940
Date Scanned :	04/24/2001	Time Scanned :	14.07.00	Scan Station :	02

Component Code :		65 - REAR AXLE ASSEMBLY			
Source Plant :		C - SAGINAW BUFFALO, NEW YORK			
Part/Num Broadcast :		FS9	Traceability :		102232440

printed: 1-8-08

Date Scanned :	04/24/2001	Time Scanned :	13.58.00	Scan Station :	02
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Component Code :	92 - BRAKE PRESSURE MODULATOR VALVE ASSEMBLY				
Source Plant :	K - KELSEY-HAYES JASPER, INDIANA				
Part/Num Broadcast :	1329	Traceability :	00242790		
Date Scanned :	04/24/2001	Time Scanned :	17.57.00	Scan Station :	05

Component Code :	AB - IR-MODULE ASM-INFLATOR				
Source Plant :	Q - RIMIR MATAMORS MEXICO				
Part/Num Broadcast :	1134	Traceability :	7VYW0MP		
Date Scanned :	04/24/2001	Time Scanned :	17.01.00	Scan Station :	01

Component Code :	AH - IR-SENSOR ASM-LEFT				
Source Plant :	Z - BREED, MEXICO				
Part/Num Broadcast :	0665	Traceability :	Y92317		
Date Scanned :	04/24/2001	Time Scanned :	17.56.00	Scan Station :	03

Component Code :	AJ - IR-SENSOR ASM-RIGHT				
Source Plant :	Z - BREED, MEXICO				
Part/Num Broadcast :	0655	Traceability :	Y91283		
Date Scanned :	04/24/2001	Time Scanned :	17.56.00	Scan Station :	03

Component Code :	AL - IR-MODULE ASM-I/P				
Source Plant :	Q - RIMIR MATAMORS MEXICO				
Part/Num Broadcast :	3746	Traceability :	2VYJYQB		
Date Scanned :	04/24/2001	Time Scanned :	14.18.00	Scan Station :	06

Component Code :	AS - SENSING DIAGNOSTIC MODULE				
Source Plant :	K - DELCO ELECTRONICS KOKOMO,IN				
Part/Num Broadcast :	3252	Traceability :	1110214GX		
Date Scanned :	04/24/2001	Time Scanned :	22.29.00	Scan Station :	06

Component Code :	CB - SEQ NUM (FLEX) BODY ASM				
Source Plant :	N/A				
Part/Num Broadcast :	1ZZ	Traceability :	2330457		
Date Scanned :	04/18/2001	Time Scanned :	03.02.00	Scan Station :	N/A

Component Code :		CC - SEQ NUM (FLEX) BODY ASM			
Source Plant :		N/A			
Part/Num Broadcast :		1DY	Traceability :	0134304	
Date Scanned :	04/18/2001	Time Scanned :	10.54.00	Scan Station :	N/A

Component Code :		CF - SEQ NUM (FLEX) PAINT PROCESS			
Source Plant :		N/A			
Part/Num Broadcast :		1CY	Traceability :	0131096	
Date Scanned :	04/23/2001	Time Scanned :	08.25.00	Scan Station :	N/A

Component Code :		CP - SEQ NUM (FLEX) GEN ASM			
Source Plant :		N/A			
Part/Num Broadcast :		1AY	Traceability :	0131797	
Date Scanned :	04/24/2001	Time Scanned :	12.39.00	Scan Station :	N/A

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GM Vehicle Inquiry System

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VIN :	1GNDT13W31K [REDACTED]
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IN-SERVICE INFORMATION

In-Service Information Not On file

DELIVERY INFORMATION

Delivery Date :	06/18/2001	Delivery Type :	021 - GMO EMPLOYEE OUT-OF-STOCK/OPTION 2	Delivered Odometer :	19 miles
Delivering Dealer :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU , MO 63703-5713 (573) 335-5581	Delivery Selling Source :	13 - CHEVROLET		
		Delivery Site Code :	17182		
		Business Associate Code :	111360		

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GM Vehicle Inquiry System

Dealer Information

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VIN :	1GNDT13W31K [REDACTED]
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INVOICE INFORMATION

Invoice Date :	04/25/2001		
Site Address :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581	Selling Source :	13 - CHEVROLET
		Site Code :	17182
		Business Associate Code :	111360

SHIP-TO INFORMATION

Ship-To Date :	N/A		
Site Address :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581	Selling Source :	13 - CHEVROLET
		Site Code :	17182
		Business Associate Code :	111360

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VIN :	1GNDT13W31K [REDACTED]
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VEHICLE INFORMATION

Merchandising Model :	CT10506 -2001 4-DOOR 4WD BLAZER LT W/ONSTAR	Warranty Start Date :	06/18/2001				
BARS Order Type :	70 - RETAIL - STOCK						
Delivering Dealer :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU , MO 63703-5713 (573) 335-5581	Selling Source :	13 - CHEVROLET				
		Site Code :	17182				
		Business Associate Code :	111360				
Service Contract :	No	Branded Title :	No	Warranty Block :	No	PDI Status :	Paid

REQUIRED FIELD ACTIONS

Vehicle Has No Current Record Of Outstanding Campaigns

SERVICE INFORMATIONAL ITEMS

Type	Number	Description	Posted Date	Status
SB	06048	ONSTAR H/W IS ANALOG ONLY-CANNOT BE UPGRADED TO DIGITAL-SEE TSB 06-08-46-007	01/23/2007	See Bulletin

ON STAR AND XM SATELLITE RADIO INFORMATION

OnStar Equipped	Yes	OnStar Status	Inactive	Refer to Help page for details or: go to OnStar Online Enrollment (located on the "OnStar" tab in GM InfoNET) or (888)ONSTAR1 (888) 667-8271.		
XM Equipped	No	XM Radio ID	N/A	XM Status	N/A	Refer to Help page for details or: www.xmradio.gm.ca or Dealer Hotline 1.877.GET.XMST (1-877-438-9677).

APPLICABLE WARRANTIES

Description	Effective Date	Effective Odometer	End Date	End Odometer
36/36000 BUMPER TO BUMPER LIMITED WARRANTY	06/18/2001	19 miles	06/18/2004	36019 miles
72/100000 SHEET METAL COVERAGE RUST THROUGH LIMITED WARRANTY	06/18/2001	19 miles	06/18/2007	100019 miles
96/80000 FEDERAL EMISSION CATALYTIC CONV. AND PCM	06/18/2001	19 miles	06/18/2009	80019 miles
36/36000 FEDERAL EMISSION	06/18/2001	19 miles	06/18/2004	36019 miles

CLAIM HISTORY

R.O Date	R.O Number	Type	Labor Operation	Odometer Reading
03/29/2002	174371	#	N2355 - SWITCH - MULTIFUNCTION (INSTRUMENT PANEL) - REPLACE	21352 miles

05/12/2001	188652	#	Z6999 - PDI RELATED FLUID ADDS	2 miles
05/11/2001	188610	#	A2930 - TAILGATE, COMPLETE - REFINISH/CLEAR COAT	2 miles
04/25/2001	A31809	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0 miles

CHECK HISTORY INFORMATION

Vehicle Has No Associated Check History Information.

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GM Vehicle Inquiry System

Service Informational Items

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Number :	06048
Description :	ONSTAR H/W IS ANALOG ONLY-CANNOT BE UPGRADED TO DIGITAL-SEE TSB 06-08-46-007
No Associated Labor Operations available for Associated Number	

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GM Vehicle Inquiry System

Claim History

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VIN :	1GNDT13W31K [REDACTED]
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CLAIM HISTORY

Repair Order Date :		03/29/2002		Repair Order Number :		174371		Odometer Reading :		21352 miles	
Serviced By :	CENTRAL CHEVROLET COMPANY, INC. PO BOX 19058 JONESBORO, AR 72403-6600 (870) 935-5575					Selling Source :		13 - CHEVROLET			
						Site Code :		17270			
						Business Associate Code :		114156			
Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments		
04/05/2002	262	01	#	N2355 - SWITCH - MULTIFUNCTION (INSTRUMENT PANEL) - REPLACE	26100837 - SWITCH	N/A	N/A	\$ 204.97	N		

Repair Order Date :		05/12/2001		Repair Order Number :		188652		Odometer Reading :		2 miles	
Serviced By :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581					Selling Source :		13 - CHEVROLET			
						Site Code :		17182			
						Business Associate Code :		111360			
Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments		
05/18/2001	170	01	#	Z6999 - PDI RELATED FLUID ADDS	N/A	N/A	N/A	\$ 2.00	N		

Repair Order Date :		05/11/2001		Repair Order Number :		188610		Odometer Reading :		2 miles	
Serviced By :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU, MO 63703-5713 (573) 335-5581					Selling Source :		13 - CHEVROLET			
						Site Code :		17182			
						Business Associate Code :		111360			
Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments		
05/22/2001	171	01	#	A2930 - TAILGATE, COMPLETE - REFINISH/CLEAR COAT	N/A	N/A	N/A	\$ 210.86	N		

Repair Order Date :		04/25/2001		Repair Order Number :		A31809		Odometer Reading :		0 miles	
Serviced By :	COAD CHEVROLET, INC. 517 S KINGS HWY					Selling Source :		13 - CHEVROLET			

CAPE GIRARDEAU, MO 63703-5713
(573) 335-5581

Site Code :

17182

Business Associate Code :

111360

Cycle Date	Cycle Nbr	Case	Type	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments
05/01/2001	165	01	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	N/A	N/A	N/A	\$ 78.00	N

CHECK HISTORY

Vehicle Has No Associated Check History.

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
and JAIREN L. HOWARD,)	
)	
Defendants.)	

**PLAINTIFFS' FIRST AMENDED
NOTICE OF VIDEOTAPED DEPOSITION OF
GENERAL MOTORS CORPORATION**

PLEASE TAKE NOTICE that the Plaintiffs, by and through counsel, pursuant to Rule 57.03, Missouri Rules of Civil Procedure, will take the videotaped deposition(s) of General Motors Corporation by oral examination at the following date, time and location:

DATE: Wednesday, June 3, 2009

TIME: 10:00 a.m.

LOCATION: Westin Detroit Metropolitan Airport, 2501 Worldgateway Place,
Detroit, Michigan 48242

Pursuant to Rule 57.03, Plaintiffs hereby request that General Motors Corporation, designate and produce, at the date, time, and place referenced in this notice, one or more officers, directors, managing agents, or other persons consenting and authorized to testify on behalf of General Motors Corporation about matters known or reasonably available to General Motors Corporation as to following matters:

DEFINTION:

Subject Vehicle: 2001 Chevrolet Blazer, VIN #1GNDDT13W31K231809

AREAS OF INQUIRY

1. The design of the fuel system equipped on the subject vehicle.
2. The design of fuel system check valves equipped on the subject vehicle.
3. Shielding of the subject vehicle's fuel tank.
4. Crash testing conducted on the GMT 330 platform wherein any component part of the vehicle made contact with the fuel tank of the vehicle. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
5. Crash testing conducted on the GMT 330 platform wherein a fuel line, including but without limitation, the filler pipe, was compromised, severed, punctured, pinched, separated from its attachment points, dislodged, dislocated, or otherwise damaged. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
6. Crash testing conducted on General Motors Corporation vehicles wherein the filler pipe was compromised, severed, punctured, pinched, separated from its attachment points, dislodged, dislocated, or otherwise damaged. For each said crash test, please be able to

identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, the results of the crash test, and what was done to address the results of the crash test.

7. Crash testing conducted on the GMT 330 platform wherein there was leakage from a fuel system component. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
8. Please be able to identify those fuel systems and motor vehicles manufactured by General Motors Corporation wherein a check valve was incorporated into the fuel system. This would include check valves for the fuel feed line, fuel return line, fuel vapor line, other fuel lines, fuel fill inlet, fuel tank, and filler pipe. Please be able to identify the designer of each check valve, the test results associated with these check valves, and what year, make and model vehicles said check valves were installed in. For each motor vehicle identified, please know the type and purpose of the check valves so installed.
9. Patents held by General Motors Corporation on fuel system check valves, testing conducted on fuel system check valves held in patent by General Motors Corporation, motor vehicles equipped with check valves held in patent by General Motors Corporation, and the purpose of said check valves.
10. The tests, analysis, results, and investigations carried out in research projects sponsored

by (a) General Motors Corporation under the U.S. DOT and GM agreement of 1995, (b) Motor Vehicle Fire Research Institute (MVFRI) under the agreement between White, Monson, Cashiola, and GM in 1996, and (c) NHTSA; performed by GM, National Institute of Standards and Technology (NIST), SwRI and FM Global Research (FMGR). Also, please be able to identify those individuals that participated in these projects on behalf of General Motors Corporation and their respective roles in these projects. Please also be competent to discuss the results of all burn tests conducted in these research projects, and any reports associated with said burn tests.

11. FMVSS 301 Certification for the subject vehicle and the GMT 330.
12. General Motors Corporation's fuel system design guidelines.
13. General Motors Corporation's fuel system technical specifications.
14. Yearly changes in the body and fuel systems of the GMT 330, 325, and the predecessor and successor of said vehicles.
15. Please be able to identify crash tests conducted or reviewed by General Motors Corporation on the GMT 330 wherein there was a compromise of and/or leakage from a fuel system component. For each said crash test, please be able to identify the crash test number, the date of the crash test, the direction of crash impact (e.g., frontal, rear, side), the speed of the impact, who was present for the crash test, what year and model vehicle was involved, whether the vehicle was equipped with a plastic or steel fuel tank, the results of the crash test, and what was done to address the results of the crash test.
16. The meeting dates, meeting attendees and the substance of meeting discussions at General Motors Corporation, and at any group, team, committee, club, subgroup, or

division within General Motors Corporation, wherein fuel system check valves were discussed.

17. The meeting dates, meeting attendees and the substance of meeting discussions at General Motors Corporation, and at any group, team, committee, club, subgroup, or division within General Motors Corporation, wherein fuel tank shielding was discussed.
18. The cost of part number 15013508.
19. Testing of part number 15013508 that conducted and/or reviewed by General Motors Corporation. Please be able to provide the data, analysis, photos, films, and results of said testing.
20. When part number 15013508 was designed.
21. Who designed part number 15013508.
22. The design of part number 15013508.
23. The purpose and function of part number 15013508.
24. Whether or not any other components were considered by General Motors Corporation as an alternative to part number 15013508. If so, what other components were considered, who designed said components, whether or not said components had ever been used on another motor vehicle, whether a patent is/was held on said components, and why said components were not utilized in lieu of part number 15013508.
25. The cost of the fuel system check valves equipped on the 2000 Chevrolet Malibu LS and LX 4 Door Sedans. This would also include the fuel filler neck stub check valve, Patent # 5,590,697.
26. Testing conducted and/or reviewed by General Motors Corporation of the fuel system

check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans. Please be able to provide the results of said testing.

27. The date of design of the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
28. Who designed the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
29. The design of the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
30. The purpose and function of the fuel system check valves equipped on the 2000 Chevrolet Mailbu LS and LX 4 Door Sedans.
31. The number of GMT 330 vehicles sold by General Motors Corporation.
32. For the component that is circled in Exhibit A, please be able to explain the following:
 - a. What is the name of the component?
 - b. What are the purposes of the component?
 - c. What is the part number of the component?
 - d. To what model year GMT 330 was the component first added?
 - e. To what model year GMT 325 was the component first added?
 - f. What events led to the installation of the component?
 - g. Why was this component installed on the 2001 Blazer?
 - h. Who made the decision to install the component on the 2001 Blazer?
33. For the component that is circled in Exhibit B, please be able to explain the following:
 - a. What is the name of the components?

- b. What are the purposes of these components?
 - c. What is the part number(s) of these components?
 - d. To what model year GMT 330 were these components first added?
 - e. To what model year GMT 325 were these components first added?
 - f. What events led to the installation of the component?
 - g. Why were these components installed on the 2001 Blazer?
 - h. Who made the decision to install these components on the 2001 Blazer?
34. Whether or not it was technologically feasible at the time the subject vehicle was manufactured to have equipped it with a check valve designed to prevent the flow of gasoline from the fuel tank in a rollover event wherein the fuel filler pipe has separated from the fuel tank. If so, the reasons why such a check valve was not installed in the fuel system of the subject vehicle. The effect on the performance of the fuel tank and fuel system of having installed such a check valve on the fuel system of the subject vehicle.
35. Defendant General Motors Corporation's Second Supplemental Responses to Plaintiffs' Third Interrogatories, service date of April 13, 2009, states, in part, as follows: **"To meet the new ORVR requirements in 2001, an inlet check valve was designed and integrated as part of the fuel fill inlet within the fuel tank assembly. The inlet check valve limits fuel 'spitback' from the fuel tank during refueling by allowing fuel flow only into the tank. In addition to preventing spitback, this one way-valve limits fuel leakage during a rollover event in which the fuel filler assembly's integrity is lost. The new inlet check valve for the 2001 model was assigned Part No. 15013508."**

Please state the full legal name and address of the entity or entities involved in the design, manufacture, testing, and distribution of this “inlet check valve.”

36. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel filler pipe check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
37. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel filler neck check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
38. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel fill inlet check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
39. Please identify the year, make, and model of General Motors Corporation’s motor vehicles equipped with a fuel “spitback” check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.

40. Please identify the year, make, and model of General Motors Corporation's motor vehicles equipped with a fuel system "rollover" check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.
41. For lawsuits filed against General Motors Corporation wherein there was (1) a claim of personal injury or death to one or more occupants of (2) a 1995-2005 model year Blazer, Jimmy, and Bravada and (3) a post collision vehicle fire, please provide and identify the case caption, court where filed, case number, date filed, GM's file number, plaintiff attorney's name / address / phone number, year / model vehicle involved, and the disposition of case excluding money amounts.
42. For each and every lawsuit filed against General Motors Corporation wherein it was alleged or claimed that a General Motors Corporation's vehicle lacked a fuel system check valve, should have been equipped with a fuel system check valve, lacked an adequate fuel system check valve, or should have been equipped with an adequate fuel system check valve, please provide and identify the case caption, court where filed, case number, date filed, GM file number, plaintiff attorney's name / address / phone number, year / model vehicle involved, and the disposition of case excluding money amounts.
43. Please identify the year and model of General Motors Corporation vehicles equipped with the fuel fill check valve / fuel inlet check valve identical to the one equipped on the 2000 Malibu LS + LX 4 Door Sedans.
44. Please identify the year and model of General Motors Corporation vehicles equipped

with the part covered by U.S. Patent # 5,590,697.

The(se) deposition(s) will be taken before a certified court reporter and will be videotaped by a representative of Legal Video Productions.

The(se) deposition(s) will take place from day to day until completed. You are invited to attend and participate as you deem necessary.

Respectfully submitted,

LANGDON & EMISON

By Daniel L. Allen
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Daniel L. Allen - MB# 56981
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Telefax: 816-531-2147
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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 4th day of May, 2009, upon:

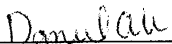
John W. Cowden
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ATTORNEYS FOR DEFENDANT GENERAL MOTORS CORPORATION

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 4th day of May, 2009, upon:

Crossroads Correctional Center
Jairen Howard #333465
1115 E. Pence Road
Cameron, MO 64429



Attorneys for Plaintiff

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

**PLAINTIFFS' TENTH REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT GENERAL MOTORS CORPORATION**

COME NOW Plaintiffs, by and through the undersigned attorneys, and request that defendant produce the following documents and things at the offices of plaintiffs' attorneys within the time limits provided by the Missouri Rules of Civil Procedure.

REQUESTS FOR PRODUCTION

1. General Motors Corporation's Amended and Supplemental Answers and Objections to Plaintiffs' Third Interrogatories, contains the following statement: "To meet ORVR requirements, an inlet check valve was designed and integrated as part of the fuel fill inlet within the fuel tank assembly." Please produce all testing of this "inlet check valve" that was conducted or reviewed by General Motors Corporation prior to September 17, 2006.

RESPONSE:

2. Please produce any and all drawings of or containing Part No. 15672497 for GMT 330 or GMT325 vehicles.

RESPONSE:

3. Please produce any and all drawings of or containing Part No. 15672498 for GMT 330 or GMT325 vehicles.

RESPONSE:

Respectfully submitted,

LANGDON & EMISON

By Daniel Allen

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Robert C. Sullivan - MB# 52408
Daniel L. Allen - MB# 56981
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-and -

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by First Class U.S. Mail, postage prepaid; facsimile; overnight service; email; and/or hand delivery this 10th day of March, 2009, upon:

John W. Cowden
Elizabeth Raines
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ATTORNEYS FOR DEFENDANT GENERAL MOTORS CORPORATION

Crossroads Correctional Center
Jairen Howard #333465
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Daniel Allen
Attorneys for Plaintiff

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

CERTIFICATE OF MAILING

I HEREBY CERTIFY that a true and correct copy of Plaintiffs' Tenth Request for Production of Documents directed to Defendant General Motors Corporation has been furnished by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 10th day of March, 2009, to:

John W. Cowden
Elizabeth Raines
Baker, Sterchi, Cowden & Rice, LLC
Crown Center
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Kansas City, MO 64108
Fax: 816-472-0288

Kyle H. Dreyer
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6688 North Central Expressway, Suite 1000
Dallas, TX 75206
Fax: 214-369-2118

ATTORNEYS FOR DEFENDANT GENERAL MOTORS CORPORATION

I HEREBY CERTIFY that a true and correct copy of Plaintiffs' Tenth Request for Production of Documents directed to Defendant General Motors Corporation has been furnished by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 10th day of March, 2009, to:

Jarien Howard
Crossroads Correctional Center
#333465
1115 E. Pence Road
Cameron, MO 64429

Daniel Allen
Attorney

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

ORDER

Now on this ____ day of _____, 2009, the Court takes up for consideration Plaintiffs' Motion For Enforcement of Discovery Against Defendant General Motors. In reaching its decisions, the Court has reviewed relevant case law, Plaintiff's Motion For Enforcement of Discovery, General Motors Corporation's Response in Opposition to Plaintiffs' Motion For Enforcement of Discovery, and Plaintiffs' Reply to General Motors Corporation's Response in Opposition to Plaintiffs' Motion For Enforcement of Discovery. Being fully advised in the premises,

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

Rule 56.01(b) dictates the allowable breadth of a party's discovery and generally allows for discovery of all relevant information, or information that appears reasonably calculated to lead to the discovery of admissible evidence, which is not privileged. Rule 56.01(b)(1). As stated, Rule 56(b) allows for very broad discovery.

The Plaintiffs have alleged that the 2001 Chevrolet Blazer was defective for at least two reasons, both of which relate to the fuel system. First, the Plaintiffs claim that the 2001 Blazer

was defective because it was not equipped with an adequate fuel filler pipe check valve. A “check valve”, as described by Plaintiffs, is a component part of a fuel system located at or near where the fuel filler pipe connects to the fuel tank. Its purpose, as described by Plaintiffs, is to restrict the flow of fuel out of the tank in the event of a crash or rollover. Plaintiffs argue that the absence of an adequate filler pipe check valve is an allegation related to a component part of the fuel system. Plaintiffs argue therefore that the scope of discovery regarding fuel system check valves should extend across all GM vehicle lines and not be restricted to the specific model vehicle in this case. General Motors argues that the scope of discovery should be limited to the specific model vehicle involved in this case, the 1998 with NE2 RPO – 2005 GMT330 4 door sport utility vehicles (S/T 10506 models).

Missouri does not follow a “single product rule.” General Motors’ use of State ex rel. Kawasaki Motors Corp. v. Ryan, 777 S.W.2d 247 (Mo.App. 1989) is misplaced. Again discovery in Missouri is broad; and the reasoning of Stokes v. National Presto Indus., Inc., 168 S.W.3d 481 (Mo.App. W.D., 2005) is compelling.

The absence of a filler neck check valve may lead to admissible evidence of General Motors’ knowledge of other incidents, and whether or not the 2001 Blazer was defective. The presence and use of an adequate check valve may lead to admissible evidence on alternative designs. General Motors’ knowledge, use, and non-use of automotive fuel system check valves are within the proper scope of discovery, as contemplated by Rule 56.01 and are not limited to the specific model vehicle in this case. It is a “check valve” as a component part that is relevant to this allegation, not the model of motor vehicle or other immaterial differences.

The second defect being asserted by the Plaintiffs relates to the absence of adequate fuel

tank shielding on the 2001 Blazer. Herein, the Plaintiffs have agreed to limit the scope of discovery to the GMT 330 platform. On this issue, General Motors points to the difference in its various fuel tanks / fuel systems. General Motors states that earlier versions of the GMT 330 platform had more extensive shielding than the 2001 Blazer. On this issue of scope, the Court finds compelling those assertions made by General Motors in other cases. As noted, these other cases involved product liability cases wherein fuel system defects were alleged to exist on a 1997 Blazer (Ligas) and a 2000 Blazer (Kline). In these instances, General Motors' or its attorneys have, at a minimum, asserted that a proper scope discovery would include the GMT 330 Platform. In Ligas, General Motors appears to have advocated for an even broader scope of discovery, to include "1995-present Chevrolet Blazers, GMC Jimmy vehicles, and Oldsmobile Bravadas, as well as 1994-present Chevrolet S-10 and T-10 vehicles, GMC Sonomas, and Isuzu Hombres." The Court also finds the testimony of Kon-Mei Ewing and John Fitzpatrick to be compelling and supportive of the Plaintiffs' position on this issue of scope.

Under Missouri's rules of discovery, the Plaintiffs are entitled to discovery that establishes General Motors' knowledge and past conduct on issues addressing filler neck check valves and fuel tank shielding.

Therefore, with respect to the scope of discovery regarding the "check valve" allegation, the Court **SUSTAINS** the Plaintiffs' Motion and finds that General Motors' knowledge, use, and non-use of automotive fuel system check valves are within the proper scope of discovery, as contemplated by Rule 56.01 and are not limited to the specific model vehicle in this case.

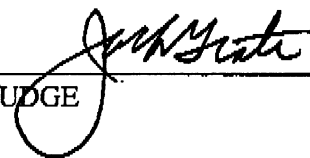
The Court also **SUSTAINS** the Plaintiffs' Motion with respect to the scope of discovery on the fuel tank shielding issue and finds that the scope of discovery on the fuel tank shield issue

is 1995 thru 2005 model year GMT 330 vehicles.

The Court further finds that, under Missouri's rules of discovery, the Plaintiffs are entitled to discovery that establishes General Motors' knowledge and past conduct on issues addressing filler neck check valves and fuel tank shielding.

It is further **ORDERED** that the above scopes of discovery shall apply to all pending discovery requests. To the extent that this scope requires the production of additional documents responsive to pending document requests or interrogatories, General Motors shall produce the responsive documents and supplement its interrogatory answers within ten (10) days of the date of this Order.

As to Number 3 of the Plaintiffs' Second Request For Production, the Court hereby **SUSTAINS** the Plaintiffs' Motion To Enforce Discovery Against General Motors. General Motors is hereby **ORDERED** to produce, within ten (10) days of the date of this Order, all complaints, police reports, and police photographs for lawsuits filed against General Motors wherein there was a claim of personal injury or death to one or more of the vehicle occupants due to a collision involving a 1995 thru 2005 model year GMT 330 vehicles involving a post collision fuel fed fire.

Dated: 4/2/09 _____
JUDGE 

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
)	
Plaintiffs,	)	Case No. 0716-CV34007
)	
vs.	)	Division 17
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

**PLAINTIFFS' REPLY TO DEFENDANT GM'S OPPOSITION TO
PLAINTIFFS' MOTION FOR ENTRY OF A PROTECTIVE ORDER**

COME NOW Plaintiffs, by and through counsel of record, and for their Reply to Defendant General Motors' ("GM") Opposition to Plaintiffs' Motion for Entry of a Protective Order, state as follows:

1. Although this is a simple issue, as is par for the course, Defendant GM has made serious misstatements in its pleadings that need to be briefly addressed.
2. Defendant GM's response in opposition states or aggressively insinuates that the Plaintiffs and decedent were street racing, drinking alcohol, and that other actions of Plaintiff Gerardo Loera somehow caused the subject motor vehicle collision. The Plaintiffs want to make very clear these statements are absolutely false and Defendant GM knows these statements are false. Defense counsel and GM should be ashamed of this patently false attempt to smear the Plaintiffs in this case.
3. Shockingly, Defendant GM claims that the Plaintiffs' counsel wants to "sell" the trade-secret documents being produced in this case. Counsel for the Plaintiffs takes serious personal and professional issue with these baseless statements. Apparently it's not enough to falsely smear

the Plaintiffs in this case, now, in the first motion contested in this case; defense counsel and GM have decided to make false accusations against Plaintiffs' counsel. By this reply, Plaintiffs' counsel is demanding any proof that defense counsel or Defendant GM can muster that supports the false accusation that counsel for the Plaintiffs have ever sold, attempted to sell, or have any intention of selling any documents produced in litigation. If Defendant GM cannot produce facts to support these allegations, counsel for the Plaintiffs will be seeking all recourse available through sanctions against defense counsel in this case and Defendant GM as supported by the Missouri Rules of Professional Conduct. Moreover, if Defendant GM cannot produce evidence to support these statements, the Plaintiffs would respectfully request that the Court strike Defendant GM's opposition to the pending motion.

4. While Defendant GM will not be able to produce any evidence that counsel for the Plaintiffs has ever sold any documents produced in litigation, the Plaintiffs have actually filed the pending motion, in part, to counteract Defendant GM's storied history of discovery abuse. **Exhibit A.** On numerous occasions, Defendant GM has been sanctioned by courts for abusing discovery. The relief being sought in the Plaintiffs' motion is required, in part, to check and guard against Defendant GM's continued discovery abuse.

5. Defendant GM's response does not deny the need and appropriateness of a "sharing" protective order. The Plaintiffs and Defendant GM only disagree on the scope of the sharing provision. Defendant GM's response attempts to escape its admissions in the Kline v. GM litigation.

- a. Defendant GM argues that the Kline case involved different defense counsel. The fact that different counsel is handling this case is completely irrelevant. Defendant GM agreed to the Kline protective order. Defendant GM obviously

believed that the Kline protective order adequately protected its commercial interests. Defendant GM and its counsel agreed in the Kline case that the proper scope included the 1995-2005 Blazer, Jimmy, and Bravada.

- b. Defendant GM argues that what was agreed to in Kline should have no binding effect in this litigation. Defendant GM cannot have it both ways; Defendant GM has already agreed to the Kline protective order and agreed that the proper scope included the 1995-2005 Blazer, Jimmy, and Bravada.
- c. Defendant GM argues that this case involves a collision / accident sequence that is different from Kline. Again, this argument is irrelevant when addressing the scope of the product in a protective order.
- d. Defendant GM argues that counsel for the Plaintiffs is playing a game of “gotcha” by using the Kline protective order. First, the Kline protective order and the exact arguments being made in the Plaintiff’s motion were actually provided to Defendant GM weeks before the presenting motion was filed. Second, how is using the Kline protective order result in a game of “gotcha” when Defendant GM signed the Kline protective order and Defendant GM argued in the Kline case that the proper scope included the 1995-2005 Blazer, Jimmy, and Bravada?

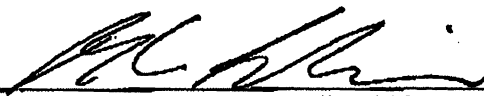
6. Defendant GM and its counsel have wasted this Honorable Court’s time by forcing Plaintiffs to seek a judicial order for them to agree to a protective order identical to one that they have previously stipulated to. Defendant has wasted this Court’s time with a senselessly long response to Plaintiffs’ motion. Defendant has wasted this Court’s time with patently false accusations and smears against Plaintiffs and Plaintiffs’ counsel. Defendant should be admonished for this behavior and Plaintiffs’ motion should be granted.

WHEREFORE Plaintiffs respectfully request this Court grant Plaintiffs' motion, strike Defendant's opposition to said motion, admonish Defendant and defense counsel for their patently false accusations and character assignments and for such further relief as the Court deems just and proper under the circumstances.

Respectfully submitted,

LANGDON & EMISON

By



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Robert C. Sullivan - MB# 52408
Daniel A. Allen - MB# 56981
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and

Mr. Fred Slough
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 5th day of June, 2008, upon:

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**OBSTRUCTION OF THE DISCOVERY PROCESS
BY GENERAL MOTORS**

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OBSTRUCTION OF THE DISCOVERY PROCESS BY GENERAL MOTORS

General Motors' record for abuse of the discovery process has been documented in a long line of decisions by trial and appellate courts across the United States for more than 30 years. As indicated in the four page chart of GM Discovery Orders reviewed for this memorandum on pp. 2-5 below, in 30 cases cited, GM was sanctioned for discovery abuse in 23. Sanctions imposed have included default judgments in at least 2 cases (*Conkle & Shepard*), the granting of new trials in at least 4 cases (*Dalian, Carlson, Kennedy & Sulenski*), preclusion of evidence in at least 2 cases (*Bishop & Swajlan*), adverse jury instructions (*Cooper*) and monetary fines as high as \$76,000.00 (*Stump*).

All of this, as indicated by the 16 cases of General Motors' discovery abuse reviewed in detail on pp. 6-19 below, has had little if any effect on General Motors' well documented and long standing intransigence. GM continues to file evasive and nonresponsive answers to discovery requests and to defy court orders today just as it did in 1967 when the United States District Court for the District of New Hampshire concluded in *Shepard v. General Motors*, 42 F.R.D. 425 (D.N.H. 1967) that GM had "displayed a willful disregard for the rights of the plaintiffs, for the Federal Rules of Civil Procedure, and for the orders of the Court" [42 F.R.D. 426].

... The dilatory and contumacious conduct of the defendant has disrupted the orderly administration of justice and has impeded and frustrated the plaintiffs in the investigation and presentation of their cases [42 F.R.D. 426].

Throughout this entire period, as one court later observed, "getting information from General Motors has been like 'pulling eye teeth'" [see *Murphy v. General Motors*, p. 14 below].

GM DISCOVERY ORDERS

	Case	Order Date	Court Order
1	Anderson v. GM Tarrant Co., TX 342-160528-95	3-19-96	<ol style="list-style-type: none"> 1. GM must produce testimony of Ronald Elwell. 2. GM is fined \$10,000 in sanctions for discovery abuse if it seeks relief from this order by writ of mandamus.
2	Baker v. GM USDC WD MO 91-0991-CV-W-8	8-9-93 Hearing	<ol style="list-style-type: none"> 1. Plaintiff's motion for sanctions was sustained in that the court found that the vehicle was defective as a matter of fact [Blazer with defective fuel pump], and that GM was aware of the defect and hazard for many years.
3	Balian v. GM Appellate Court, NJ	6-1-72	<ol style="list-style-type: none"> 1. Judgment in favor of GM reversed for failure to disclose films and reports.
4	Basey v. GM USDC AZ CIV 93-1413 PHX PGR	8-2-95	<ol style="list-style-type: none"> 1. GM must disclose any document withheld on privilege. 2. GM must produce information about past and subsequent models which use same seat belt. 3. GM must disclose identity of persons knowledgeable about the seat belt system. 4. GM must produce document retention policies. 5. GM may not compel plaintiff to produce GM documents obtained from other sources, unless used for trial.
5	Bennett v. GM Hinds Co., MS 92-72-120	3-20-96	<ol style="list-style-type: none"> 1. GM must perform search of computer databases, including crash test and sled test databases, pursuant to plaintiff's requests. 2. GM must produce at its expense all unredacted documents and test films identified from the database searches which plaintiff requests unless it submits a privilege log to the court. 3. GM must reimburse plaintiff for cost of attorney and staff attending previous Detroit reading room inspection. 4. GM must reimburse plaintiff for cost of staff of plaintiff's attorney inspecting, categorizing and numbering produced documents.
6	Bishop v. GM USDC ED OK CIV-94-286-B	9-6-95	<ol style="list-style-type: none"> 1. GM is prohibited from introducing and offering any exhibits during trial.
7	Carlson v. GM Appellate Court, IL 54140	9-29-72	<ol style="list-style-type: none"> 1. Verdict in favor of GM reversed for failure to comply with full disclosure.
8	Coleman v. GM Dade Co., FL 88-53419-02	4-14-93	<ol style="list-style-type: none"> 1. GM is ordered to pay in sanctions all of plaintiff's costs and attorney's fees for liability discovery.
9	Conkle v. GM Muscogee Co., GA SC 92 CV 0730	1-24-96	<ol style="list-style-type: none"> 1. GM's answer is stricken. 2. A default judgment is entered against GM upon the issue of liability due to discovery abuse.

	Case	Order Date	Court Order
10	Cooper v. GM Marquette Co., MI 25459	2-9-93 Hearing	1. Jury to be instructed that GM did not use reasonable care in the design or manufacture of the vehicle so as to eliminate unreasonable risks, as sanctions for violation of discovery.
11	Dowding v. GM Jackson Co., MI 92-63111-NI	9-8-93	1. GM must produce requested documents. 2. GM must pay to plaintiff \$2,500 in sanctions for discovery abuse.
12	Dunshie v. GM Jefferson Co., TX A-136024	3-17-93	1. GM must produce requested documents pertaining to OSI, CPIR reports, witnesses for deposition with duces tecum documents. 2. GM must pay to plaintiff \$1,000 in sanctions for non-appearance and non-production of witnesses at deposition noticed by plaintiff.
12a	Dunshie v. GM Jefferson Co., TX A-136024	4-28-93	1. GM must produce requested documents. 2. Plaintiff's request for admissions #5 and 26 are admitted. GM's response to request for admission #26 is stricken.
13	Feeney v. GM Spartanburg Co., SC 95-CP-42-697	10-17-95	1. GM must produce requested documents. 2. GM must provide a privilege log for all documents to which privilege claims are asserted.
14	Hartsfield v. GM USDC ED AR J-C-96-81	11-13-96	1. GM must respond in full to discovery requests.
14a	Hartsfield v. GM USDC ED AR J-C-96-81	3-4-97	1. GM's motion for reconsideration of plaintiff's motion to compel is denied. 2. GM must respond to discovery requests within 15 days.
14b	Hartsfield v. GM USDC ED AR J-C-96-81	4-16-97	1. Plaintiff may not take Ron Elwell's deposition or use prior testimony, but plaintiff's motion for an order allowing a "missing witness" jury instruction at trial is granted. 2. GM is ordered to pay sanctions to plaintiff for attorney's time and expenses from prosecuting motions to compel and for sanctions. 3. GM must file privilege logs for all documents to which privilege claims are asserted.
15	Kennedy v. GM Appellate Court, PA E-84-45	12-20-85	1. Verdict in favor of GM is vacated and reversed for discovery being evasive and incomplete.
16	Klimstra v. GM Lacrosse Co., WI 94-CV-529	5-5-97	1. GM must produce documents as sanction.
27	Klitsch v. GM USDC ED PA 89-6884	11-30-90	1. GM must respond to discovery requests within 10 days. 2. GM must pay sanctions to plaintiff for attorney's fees and costs incurred in obtaining the order.

	Case	Order Date	Court Order
18	Lindberger v. GM USDC WD WI 70-C-320	9-22-72	1. GM must produce discovery about subsequent remedial conduct.
19	McGuire v. GM Appellate Court, WI 91-1183	6-27-91	1. Trial court's decision is reversed. Remanded for further proceedings.
19b	McGuire v. GM Milwaukee Co., WI 719-169	12-10-91	1. GM engaged in misconduct for failure to produce documents. 2. GM must pay sanctions to plaintiff for attorney's fees and expenses. 3. Plaintiff is granted a new trial based on GM's misconduct.
20	Murphy v. GM USDC ED KY 92-290	5-12-95	1. GM must respond fully to discovery requests. 2. Plaintiff may file interrogatories in excess of 30.
21	Noone v. GM Harris Co., TX 85-68704	11-21-88	1. Sanctions should be imposed on GM. 2. GM's pleadings are struck and dismissed. 3. Judgment by default on the issue of liability is entered for the plaintiff.
21a	Noone: Court of Appeals (GM v. Judge Anthony) 01-88-01046-CV	2-2-89	1. GM's petition for writ of mandamus is overruled.
22	Rhodes v. GM Huntinton Co., PA 92-1312	8-31-93	1. GM shall produce all T car frontal fixed barrier crash tests. 2. Plaintiff's motion for sanctions is denied.
23	Sellon & Baggs v. GM USDC DE 79-611-LON	12-4-84	1. GM shall produce unedited version of all documents previously redacted. 2. GM shall produce any report dated between Jan. 1, 1966 - Jan. 13, 1978 which pertains to any GM fuel system design. 3. GM shall produce "Fuel Tank Impact Security" dated 12-3-73. 4. GM must pay sanctions to plaintiff for all costs and attorney's fees in connection with motion for sanctions.
23a	Sellon & Baggs v. GM USDC DE 79-611-LON	3-29-85	1. Order of 12-4-84 is affirmed. 2. GM must pay sanctions to plaintiffs for all costs and attorney's fees in connection with motion for sanctions.
24	Shepard v. GM USDC NH 2461, 2462	2-3-67	1. Entry of default against GM and setting of issue of damages for trial for failing to answer interrogatories and indifference to court rules and orders.

	Case	Order Date	Court Order
25	Shoemaker v. GM USDC WD MO 91-0990-CV-W-8	7-9-93	1. Plaintiff's motion for protective order to prevent deposition of minor children is denied. 2. GM shall produce summaries of non-collision under-hood electrical fires within 10 days.
26	Stump v. GM Republic Co., KS 91-C-9	5-12-92	1. GM must answer interrogatories and produce requested documents by 6-12-92.
26a	Stump v. GM Republic Co., KS 91-C-9	8-17-92	1. GM must comply with 5-12-92 order. 2. Sanctions against GM include plaintiff's immediate and unrestricted access to GM's computer databases. 3. GM shall pay sanctions to plaintiffs of fees and costs of attorneys, staff and experts in compelling discovery, including travel to Michigan.
26b	Stump v. GM Republic Co., KS 91-C-9	2-16-93	1. GM must pay sanctions of \$76,199.63 for fees and costs of attorneys, staff and experts in compelling discovery, including travel to Michigan.
26c	Stump v. GM Republic Co., KS 91-C-9	5-25-93	1. GM shall be sanctioned for failure to produce crash test information. 2. The court will consider appropriate sanctions, including enhancement of a plaintiff's verdict.
27	Sulenski v. GM Appellate Court, OH 86 C.A. 146	1-20-88	1. Verdict in favor of GM reversed for noncompliance with disclosure rules.
28	Swajian v. GM U.S. Court of Appeals 90-1031	10-10-90	1. Evidence precluded from trial for failure to comply with discovery.
29	Ulmer v. GM Denver Co., CO 95-CV-1856	4-17-96	1. GM must produce requested documents, or the court will consider fines and jail time. 2. GM must pay sanctions of attorney fees incurred in filing the motion to compel.
30	Wolhar v. GM New Castle Co., DE 93C-04-024 SCD	4-8-96	1. GM must pay sanctions of attorney fees and expenses caused by its failure to make discovery, including costs of plaintiff obtaining discovery from other sources. 2. Plaintiff shall have immediate and unrestricted access to GM's computer databases. GM shall pay the costs of travel and associated expenses.

1. ***Shepard v. General Motors*, 42 F.R.D. 425 (D.N.H. 1967).**

In this case the Court recited the following facts as evidence of General Motors' flagrant discovery abuse:

[I]n October . . . 1965, . . . the plaintiffs filed . . . interrogatories propounded to General Motors Corporation. . . . Since the defendant failed to respond to the interrogatories either by way of answer or objection within the specified time, the plaintiffs . . . filed a motion on December 8, 1965, requesting the Court to order the defendant to file answers. When this motion was heard on January 18, 1966, counsel for the defendant represented that he would answer within 30 days. Since the defendant again failed to respond to the interrogatories either by way of answer or objection within the specified time, the plaintiffs . . . filed a motion . . . requesting the Court to enter a judgment by default against the defendant Due to the Court's indisposition, the motion was not heard until November 2, 1966. It should be noted that during this period of unavoidable delay, the defendant apparently made no effort to answer the interrogatories. At that hearing, the only explanation that the defendant offered for its failure to respond was that it "was busy elsewhere." This is typical of the defendant's conduct throughout the proceedings. . . [42 F.R.D. 426-427].

Finding that General Motors' conduct amounted to "deception of this Court" which has "materially hampered plaintiffs' counsel in the presentation of these cases" [42 F.R.D. 427], the Court concluded that General Motors had displayed "complete indifference to the rules and orders of this Court and manifest . . . contempt when viewed in any light. . . ." In granting judgment by default the Court added:

As further evidence of the defendant's deliberate intention to impede and frustrate the plaintiffs' investigation, it should be noted that the plaintiffs' motion for discovery of certain items, which this Court granted on January 18, 1966, has, as of December 22, 1966, never been complied with by the defendant.

2. ***Balian v. General Motors*, 121 N.J.Super. 118, 296 A.2d 317 (1972).**

This case involved a claim by plaintiffs that General Motors had defectively designed the rivets in the steering coupler for a 1965 Chevrolet Impala resulting in the loss of steering control. GM's expert testified that loss of the rivets could not cause loss of steering control. Notwithstanding an order requiring disclosure of expert reports, GM failed to disclose films of litigation specific tests conducted at the GM Proving Ground. GM contended that the films "were not reports and not therefore covered by the order" [296 A.2d 323].

On appeal from a verdict for the defendant, the Appellate Division observed that GM's interpretation of the lower court's disclosure order "appeared extremely narrow" [296 A.2d 323], holding that the film should have been excluded from evidence as a result of General Motors' failure to comply with the court's disclosure order.

... We cannot sanction such trial tactics, more reminiscent of the days before the present liberal discovery rules [296 A.2d 324].

3. ***Carlson v. General Motors*, 9 Ill.App.3d 606 N.E.2d 439 (1972).**

This case involved the design of the seat belts in a 1965 Corvair which broke on impact resulting in quadriplegia. General Motors claimed that plaintiff's paralytic injuries occurred prior to the breakage "while she was safely secured by the seat belt." Plaintiff appealed from a jury verdict for General Motors contending that the Court erred in admitting GM laboratory tests on the seat belt which had not been produced to the plaintiff during the discovery process. Noting that the plaintiff had "diligently sought to obtain full disclosure from GM," the Court concluded that "a close review

of the transcripts of the extensive pretrial hearings . . . can lead us to no other conclusion but that **GM failed to comply with the requirement of full disclosure contained in the discovery rules**" [289 N.E.2d 449].

We have described in detail the persistent efforts of plaintiff to obtain discovery. She feared surprise at trial and sought with extreme diligence to prevent it. Yet at trial GM was allowed to introduce into evidence tests and expert testimony based on those tests which for the most part were not commenced until after the first trial had begun Many of these tests went right to the heart of this case

The motion judge had consistently held that plaintiff was entitled to discovery of any tests or any expert testimony that GM intended to introduce into evidence . . . [289 N.E.2d 448].¹

In reversing the judgment in favor of General Motors and remanding the case for a new trial, the Appellate Division stated:

Plaintiff made full disclosure and diligently sought to obtain full disclosure from GM. . . . The real issue is whether the conduct of GM in light of all the dogged persistence of plaintiff met its responsibility of full disclosure. We concluded that it did not and that the court abused its discretion in admitting those tests not disclosed before trial and the testimony based on them. . . . The judgment in favor of GM must be reversed and the case remanded for a new trial. . . [289 N.E.2d 450].

4. *Sellon and Baggs v. General Motors, C.A. No.: 79-611 (D.Del. 1984).*

In an Order in this fuel system design case dated December 4, 1984, the magistrate judge assigned to determine discovery disputes by the U.S. District Court for the District of Delaware concluded that sanctions were appropriate for General Motors' "failure to provide discovery" and that "in several respects GM has failed to comply with [plaintiffs'] discovery requests despite the

¹According to the opinion, "counsel for GM admitted that these undisclosed tests would be offered into evidence. He further stated that these tests were not disclosed earlier because they were 'work product. . .'" [289 N.E.2d 448].

court's order" [p. 3]. The court concluded that it was "abundantly clear" that General Motors' position "has not been justified, and has necessitated a substantial expenditure of effort by plaintiffs' counsel to obtain discovery ordered by this court some months ago" [p. 9, ¶ 5]. The District Court subsequently upheld the magistrate judge's sanctions in an Order dated March 29, 1985.

5. *Kennedy v. General Motors*, 1985 WL 4664 (Ohio App. 1985) [Unpublished Opinion].²

In a case involving "the question of 'slippage' of the gear shift-from a parked position to the reverse position without human intervention," the plaintiff appealed from a jury verdict in favor of General Motors, contending that the Court erred in failing to impose sanctions on General Motors for "deliberately refusing to cooperate in discovery" [p. 1].

Noting that General Motors declined to answer many of plaintiffs' discovery requests because it found such terms as "product," "transmission system," "mounting," "location," and "component parts," to be "vague and uncertain" [p. 3], the Court of Appeals noted numerous objections to discovery requests as "overly broad and burdensome," and as not calculated to lead to the discovery of relevant evidence.

... A frequent technique employed consisted of objection, usually on the ground of vagueness and ambiguity, then declaring nonwaiver of objection, General Motors proceeded to provide some semblance of a purported answer-oft times of questionable value or relevancy. Countless number of responses are referenced to prior responses which, incomplete in themselves, compounded the deficiencies. "See answer to Interrogatory number" so and so appears, in the second set alone, over one-hundred times throughout the various questions and subparts. The "not applicables" are a close second [p. 4].

²The Westlaw report of this case states that "Rule 2 of the Ohio Supreme Court Rules for the reporting of opinions imposes restrictions and limitations on the use of unpublished opinions."

Finding that GM's discovery responses were laden with "evasiveness and incompleteness," the Court concluded that plaintiffs' assignment of error was "well-taken" [p. 4], the opinion below was vacated and the case remanded for a new trial.

6. *Noone v. General Motors, Cause No.: 85-68704 (Harris County, Texas, 1988).*

In an Order dated November 21, 1988, the District Court of Harris County, Texas, concluded after "extensive and unrestrictive hearings" that General Motors was guilty of such extensive discovery abuse that its answer should be stricken and judgment by default entered. In referring to an "obvious pattern of conduct followed by . . . General Motors in each of its responses to discovery requests," the Court concluded that "the objections were dilatory, and that the responses were not in good faith" [p. 4]. The Court noted further that "the same evasive and non-responsive objections and tactics continued" in a "pattern of conduct designed to obstruct the discovery process" [p. 5]. As to General Motors' specific conduct, the Court made the following findings:

The Court finds that, a careful review of that entire response graphically reflects a total obstructive treatment of the interrogatory requests. Several patterns were obvious. One was to object and then say General Motors will search its records and if it finds anything relevant, it would supplement. This, after 30 days is not a good faith response. . . .

A second unacceptable response that is repeated in General Motors' pleading responses is to ignore the specific question, then refer to the limited production already delivered to the plaintiff and then assert that this constituted compliance. The Court finds this response unacceptable.

These and other objections asserted by General Motors were not well founded, were not responsive, and the failure to answer as requested was not satisfactorily explained to the Court during the hearings on plaintiff's sanction motions.

It is apparent from the totality of the record that General Motors unilaterally decided what it would produce or not produce regardless of the requirements of the Texas Rules of Civil Procedure [pp. 6-7].

The Court concluded that these actions “graphically reflect[ed] the degree and extent of obstruction, and bad faith abuses of the discovery process by . . . General Motors” [p. 8], specifically finding that “the delay in producing requested discovery materials was deliberate” [p. 9].

7. *Stump v. General Motors*, Case No.: 91-C-09 (Republic County, Kansas, 1992-93).

The District Court of Republic County, Kansas, issued a discovery Order on May 12, 1992, requiring General Motors to fully answer the plaintiffs’ discovery requests by June 12, 1992. When General Motors failed to comply on August 17, 1992, the Court concluded that “plaintiffs have shown numerous instances where GM has failed to answer interrogatories as required or produce [documents] as required” [Order of August 17, 1992, p.2]. The Court cited “instances where a GM representative has said he is unaware of certain documents, yet when plaintiffs’ attorneys produce documents from other sources GM is then able to ‘find them’” [Order, p. 3]. In imposing a substantial fine on General Motors for discovery abuse, the court found as follows:

. . . [G]iven these specific instances [where GM has failed to answer interrogatories as required or produced documents as required], plaintiffs’ numerous informal attempts to obtain the requested information, the courts’ order of May 12, 1992, and the passage of eight months since discovery commenced, the court can only conclude that GM has not made a good faith effort to comply with discovery.” [Order, p. 2].

After further acts of noncompliance including the failure to timely produce crash tests, in a subsequent order of May 27, 1993, the Court concluded:

From the time General Motors was made a defendant in this case it has repeatedly, willfully refused to provide or permit discovery and General Motors has repeatedly and without justification disobeyed the discovery orders of the court. . . [Order of May 28, 1993, p. 2].

8. ***Cooper v. General Motors*, File No.: 25459 (Marquette County, Michigan, 1993).**

In the transcript of a hearing on plaintiffs' motion for sanctions for GM's failure to comply with plaintiffs' discovery requests, the Court called GM's recalcitrant tactics "very troublesome" [25:6-7]. Noting that plaintiffs had filed discovery requests in July of 1992, the Court observed that "there is nothing in the file to indicate any response at all from General Motors until we had this motion for sanctions filed on January 11, 1993" [26:24-27:1].

The first response to this request for production of documents . . . was the response of the defendants filed January 29, 1993, some ten calendar days before the start of trial . . . [28:5-8].

[This] response [states that] "General Motors will produce responsive documents if they are located There was a supplemental response filed by General Motors on February 6, of 1993, . . . [which] says, "General Motors will produce responsive documents if they are located." And that's February 6th, which is the Saturday before our trial is to start on February 8th on some pretty basic information Pretty fundamental stuff. And so far all we have got from General Motors is General Motors will produce [28:19-29:7].

Holding that this response was "not timely" [30:7] the Court concluded that "General Motors is in violation of the discovery process" [31:23-24].

. . . And I must say that this is by clear and convincing evidence.

The only case in my history of practicing law since 1957, and being a judge since 1975, which has created more discovery problems was that rather infamous G.D. Searle case, where the Copper-7 IUD was in dispute. And that was perhaps as bad as this one in terms of discovery. But if it was as bad, it was certainly no worse.

The failure to provide this information is unexplainable. And I just cannot understand how General Motors with a straight face can claim that they are trying to get the judicial process to work. It's just not happening [32:3-15].

As a sanction, the Court indicated that it would instruct the jury that "it is established for purposes of this action that the defendant General Motors did not use reasonable care at the time it designed or manufactured the product, so as to eliminate unreasonable risks of harm or injury, which were reasonably foreseeable" [34:2-7].

9. *Coleman v. General Motors*, Case No.: 88-53419-02 (Dade County, Florida, 1993).

In a case in which plaintiffs' initial discovery requests were filed in August of 1989, and, after an interlocutory appeal, refiled in January of 1991, the Court issued an Order in June of 1991 requiring that General Motors "fully and completely answer such interrogator[ies] . . . within 30 days" [April 15, 1993 Order, p. 3]. "[A]fter additional delay," General Motors identified only six crash tests and one prior accident, with the Court concluding that "these responses were a mere fraction of the applicable materials in GM's possession at the time the response was made" [p. 4].

The Court having conducted a review of GM's responses to Plaintiff's . . . Interrogatories and Motions to Compel, the Court finds that without exception GM filed objections to Interrogatories, which objections were inappropriate or calculated solely to delay discovery. Specifically, the Court finds that GM's objections to Interrogatories challenging the definition of, or claiming ignorance of [various] terms . . . and similar delay tactics as reflected in various responses to . . . Interrogatories were made in bad faith, amounted to gamesmanship and were merely calculated to delay, confuse, and avoid producing materials [pp. 4-5].

Reviewing General Motors responses in detail, the court concluded as follows:

The Court further finds that GM was not forthright and honest in its responses to Request for Production and interrogatories . . . and did not fully, fairly, and faithfully comply with this Court's Orders of June 13, 1991, and December 23, 1992, [and January 14, 1993] . . . and [that General Motors] made misrepresentations in their responses to Request for Production . . . and misrepresented "nonexistence" of field studies. . . [Order, p. 10].

The Court further concluded that General Motors had “systematically and repeatedly engaged in conduct during the discovery process calculated to thwart Plaintiff’s legitimate discovery, render this Court’s Orders ineffectual and abuse the Florida Rules of Civil Procedure . . . [p. 11].”

10. *Murphy v. General Motors*, C.A. No.: 92-290 (U.S. Dist.Ct. Ky. 1995).

In support of his motion for an order compelling full compliance with previous discovery requests, the plaintiff argued that “GM has unilaterally limited the scope of relevance.” In its Order of May 12, 1995, sustaining “all of the discovery requests in plaintiff’s motion,” the Court concluded that “since the inception of this lawsuit, getting information from General Motors has been like ‘pulling eye teeth’” [p. 2].

11. *Bishop v. General Motors*, Case No.: CIV-94-286-B (U.S. Dist.Ct. E.D. Okla. 1995).

In a case involving a post-collision fire in a 1979 GM C/K pickup, the Court described the course of discovery as “arduous and contentious,” and the “dispute concerning the production of all trial exhibits by Defendant General Motors” as “both vexing and inexcusable.” In its Order filed September 6, 1995, on plaintiff’s motion for sanctions, the Court observed that “after numerous hearings to both rule upon and mediate discovery disputes,” the plaintiff contended that many of defendant’s exhibits, “though requested during discovery, were not produced in a timely fashion:”

. . . On December 1, 1994, this Court conducted a Pre-Trial Conference in anticipation of the January, 1995 trial. This Court admonished the parties to reduce their exhibit lists to exhibits that were intended to actually be used at trial and directed that said exhibits be pre-marked and produced in an exhibit room such that opposing counsel could examine the exhibits in anticipation of trial. . . . Again GM increased, rather than decreased, the number of exhibits

originally set forth in the Pre-Trial Order and obfuscated the identity of numerous exhibit. GM referred [plaintiff] to the "Reading Room" located in Detroit, Michigan for some exhibits, referred to the general subject matter of other exhibits without including said exhibits in the exhibit production, and simply omitted other exhibits from production altogether [pp. 2-3].

When General Motors' defiance of the pre-trial orders continued, resulting in a postponement of the trial for several months, in its Order of September 6, 1995, the Court concluded:

GM's transgression which concerns this Court relates to its failure to produce its exhibits in compliance with this Court's orders. Were this Court convinced that the disobedient behavior of GM in complying with this Court's order . . . was unintentional or isolated, this Court would attempt to fashion a remedy which would not condone GM's actions but also would not inhibit GM from presenting its evidence at trial. Unfortunately, through the pattern of conduct observed by this Court, the conclusion must be drawn that the disobedience by GM is both wilful and intentional, thereby affecting [plaintiff's] ability to prepare for trial and, indeed, thwarting this Court's ability to conduct its docket. Accordingly, this Court is convinced that a sanction for GM's disobedience of this Court's pre-trial orders is warranted [p. 6].

Seeking a "redress which is appropriate under the circumstances in light of the specific area of disobedience by GM" [p. 6], the Court concluded as follows:

. . . This problem is exacerbated by GM's removal of the original exhibits from the courthouse after the Clerk of the Court and [plaintiff's] counsel determined that the exhibits were wholly inadequate and incomplete for trial. . . . Consequently, after consideration of the repeated disobedience of this Court's orders in regard to the presentation of trial exhibits to both [plaintiff] and this Court and in consideration of the proximity to trial, this Court finds that GM should be prohibited from introducing any exhibits at the trial of this matter . . . [p. 7].

12. *Conkle v. General Motors, SC 92 CV 0730 (Muscogee County, Georgia, 1996).*

In an Order dated January 24, 1996, the Court considered the plaintiff's motion for sanctions against General Motors "for failure to obey a court order regarding the production of documents," concluding that "it is evident from the record in this case that General Motors has abused the

discovery process” [p. 2, ¶ 6]. The Court then concluded that it had “no viable alternative save the entry of a default judgment against General Motors on the issue of liability”[p. 2].

13. *Bennett v. General Motors, Case No.: 92-72-120 (Hinds County, Mississippi, 1996).*

In an Order dated March 20, 1996, the Court found that following plaintiff’s initial discovery requests in September 1992, “General Motors did not completely respond and/or improperly objected to some of plaintiff’s requests for production” [p. 2, ¶ 3]. Following a Motion to Compel dated March 19, 1993, the Court issued an Order on June 6, 1994, “compelling the defendant General Motors to produce various documents” [p. 2, ¶ 5]. . When General Motors failed to comply with this Order, on April 11, 1995, the Court “again ordered General Motors to produce all documents that it had been previously ordered to produce” [p. 5, ¶ 11]. The Court observed in its March 20, 1996, Order that thereafter General Motors “did not provide plaintiff with a computer data base report regarding the sled test that General Motors was ordered to produce,” and further that “General Motors did not produce the crash test films” [p. 6-7, ¶ 15].

. . . [D]efendant, General Motors, during the December 1994, inspection neither provided the plaintiff with a computer report nor hard copy reports as to crash test that General Motors was ordered to produce. . .[p.7, ¶16].

After reviewing a long list of documents which General Motors had refused to produce in compliance with previous discovery orders [p. 8, ¶ 17-p.15,¶ 21], the Court held that General Motors had “failed to produce for inspection documents it was ordered to produce,” and had taken “an unreasonable amount of time” to produce other documents, thereby, significantly delay[ing] plaintiff in conducting discovery in this matter and preparing for trial”[p. 15-16, ¶ 22]. Although the Court declined to strike General Motors’ answer, it held that “other sanctions are warranted” [p. 17, ¶ 36].

14. ***Wolhar v. General Motors*, C.A. No.: 93-C-04-024 SCD (New Castle County, Delaware, 1996).**

In an Order dated April 8, 1996, the Superior Court for Newcastle County, Delaware, concluded that General Motors had failed to properly respond to plaintiffs discovery requests dated September 17, 1993, and to the Court's discovery Order of September 14, 1994. The Court found General Motors guilty of "protracted failure to file verified discovery responses" [p. 21], the filing of "confusing and misleading" responses [p. 26] and "incomplete, inaccurate, and evasive" responses [p. 30]. The Court further found that "GM's inaccurate and evasive responses amount to a failure to make discovery" requiring the imposition of "immediate sanctions" [p. 30].

15. ***Ulmer v. General Motors*, C.A. No.: 95-CV-1856 (Denver County, Colorado, 1996).**

In an Order dated April 17, 1996, the Court found General Motors in violation of a prior discovery order stating in part as follows:

... General Motors' merely partial compliance with the plaintiff's discovery requests, and then only after the filing of a motion for sanctions, evidences an intent on the part of General Motors not to comply with the rules of discovery. . . .

16. ***Klimstra v. General Motors*, Case No.: 94-CV-529 (Lacrosse County, Wisconsin, 1997).**

In a hearing before the Circuit Court of Lacrosse County, Wisconsin, on May 5, 1997, the Court found that GM had waived any claim of privilege that it had to documents it had, in effect, hidden from the plaintiffs notwithstanding specific discovery requests which had been pending for "a number of years."

I think it's fairly clear, . . . that the plaintiff . . . did in fact a number of years ago, request fairly specifically these types of discovery. Rather than indicating that these items were in existence and that the privileges were applicable, the defendant chose instead to . . . hide those documents. . . [tr., 4:13-21].

The Court concluded that the documents “would have remained hidden had the plaintiff not been able to find them through its own efforts. . . .”

. . . I’m making a finding that the documents were in existence. The defendant knew them. They were in response or should have been in response to the request for production and the numerous interrogatories that were proposed by the plaintiff. They were not disclosed until a number of years after these discovery requests have been made [Tr., 5:9-16].

In response to additional arguments by General Motors, the Court concluded as follows:

I view this as nothing more than GM having documents which are in direct response to the plaintiff’s requests, sandbagging them in effect until they are able to somehow independently discover that these items exist . . . [Tr., 17:16-20].

CONCLUSION

In a continuous line of cases, General Motors has established a record of evasive discovery tactics reflecting a colossal disrespect for the entire discovery process. General Motors has deliberately disobeyed court orders irrespective of jurisdiction, and, as shown by the chart found on p. 19 below, has engaged in “deliberate delay,” “willful refusal to provide or permit discovery,” “evasive objections” and “bad faith abuses of the discovery process.”

General Motors has displayed “a complete indifference to the rules and orders of the Court,” a “failure to comply with the requirements of full disclosure,” and “a pattern of conduct designed to obstruct the discovery process.” Whether such conduct is likely to continue is best answered by Patrick Henry’s famous speech to the Virginia Convention on March 23, 1775:

I have but one lamp by which my feet are guided, and that is the lamp of experience. I know no way of judging of the future but by the past.

**SUMMARY OF COURT ORDERS
OF GENERAL MOTORS DISCOVERY PRACTICES**

Case	Date	Court Order
Shepard	1967	"Complete indifference to the rules and orders of th[e] court" A "deliberate intention to impede and frustrate the plaintiffs' investigation"
Carlson	1972	"Fail[ure] to comply with the requirement of full disclosure"
Sellon & Baggs	1984	"Fail[ure] to comply with discovery requests despite the court's order" "Evasiveness and incompleteness" in response to discovery
Noone	1988	"Dilatory," "evasiveness and non-responsive objections and tactics" "A pattern of conduct designed to obstruct the discovery process" "Bad faith abuses of the discovery process" "Deliberate delay in producing requested discovery materials"
Stump	1992	Failure to make "a good faith effort to comply with discovery"
Stump	1993	"Willful . . . refus[al] to provide or permit discovery" "Repeatedly . . . disobeyed the discovery orders of the court"
Cooper	1993	"[Un]timely" responses "in violation of the discovery process"
Coleman	1993	"Inappropriate" objections "calculated solely to delay discovery" Discovery responses "made in bad faith" Tactics "calculated to delay, confuse and avoid producing materials" "[Un]forthright and [dis]honest . . . responses" Failure to "faithfully comply" with court orders "Misrepresentations in . . . responses" "Systematic" and repeated attempts "to thwart . . . legitimate discovery"
Murphy	1995	"Getting information from General Motors has been like 'pulling eye teeth'"
Bishop	1995	"Wilful and intentional" disobedience "Repeated disobedience of . . . court orders"
Conkle	1996	"Abuse" of the discovery process
Bennett	1996	"Failure to produce . . . documents" pursuant to court orders "Significantly delay[ing]" the discovery process
Wolhar	1996	Filing "incomplete, inaccurate, and evasive" discovery responses "Failure to make discovery"
Ulmer	1996	"An intent . . . not to comply with the rules of discovery"
Klimstra	1997	Hiding documents responsive to discovery requests "Sandbagging"

Addendum to GM Discovery Abuse Memo

Summaries of these two additional cases supplement our original discovery abuse memo dated October 29, 1997:

1. *Milam v. General Motors*, Civ. 3-90-758 (E.D. Tenn. 1992).

In this Order the Court noted that in granting a protective order at the insistence of General Motors, it had given a "clear instruction" prohibiting the "indiscriminate designation" of confidential documents, but that General Motors had designated as confidential "virtually every internal GM document produced after the entry of the protective order" [p. 7]. Observing that General Motors had been previously sanctioned "earlier in this litigation" because it "violated a discovery order," the Court imposed additional sanctions in the form of costs and attorney's fees.

2. *Baker v. General Motors*, 159 F.R.D. 519 (W.D. Mo. 1994), modified in 86 F.3d 811 (8th Cir. 1996).

In its description of "the continuing and egregious nature" of its violations, the Court observed that "General Motors' discovery practices as a whole are conducted with complete disregard for both the letter and the spirit of the Federal Rules of Civil Procedure" [159 F.R.D. 520]. The lower court noted that General Motors had first represented to the plaintiff and to the Court that pre-1988 customer complaints of underhood fires had been destroyed pursuant to GM's regular document retention policy. However, when plaintiff obtained many of these pre-1988 customer complaints from other sources, GM "searched their own records and discovered" more than 500 responsive documents "they claimed did not exist" [159 F.R.D. 522]. The Court also noted that GM had, in addition, "dumped" a large number of "critical documents" on the plaintiff "the week before trial," including "two full boxes of documents responsive to previous discovery requests" which had been served almost four months earlier.

In describing a “pattern of willful conduct” amounting to “an intentional and systematic discovery policy whereby General Motors reads discovery requests impermissibly narrowly to avoid production,” the Court stated as follows:

It is abundantly clear that throughout the history of this case, . . . every time General Motors was required to do something, it confined the parameters of what it was required to do as much as it possibly could. . . .

Every time a request was made for any document, General Motors took it upon itself to determine what scope *it* thought was relevant. . . .

General Motors' conduct has repeatedly and consistently frustrated both the spirit and the letter of [FRCP Rule 26(b)] and others [159 F.R.D. 523].

In striking General Motors' defenses as a sanction, the Court observed that GM's “egregious discovery conduct” had pervaded the entire case with “a deliberate, willful policy on the part of General Motors to stonewall discovery” and a “shell game of constantly shifting answers . . .” [159 F.R.D. 524].

On appeal the 8th Circuit concluded that General Motors' conduct “clearly justified the imposition of Rule 37 sanctions,” but held that striking its answer was “simply too severe.”

DISCOVERY SOUGHT

Plaintiffs officially seek the entry of a Protective Order and unofficially are asking for a more global ruling on the scope of discovery for the entire case going forward.

ISSUES

As set forth below, Defendant General Motors Corporation does not object to the entry of a Protective Order, just to the one proposed by Plaintiffs. Defendant General Motors Corporation does object, however, to the scope of discovery Plaintiffs are trying to get the Court to approve.

CITATIONS AND ARGUMENTS¹

I.

Introduction

Plaintiffs were injured in a high speed, street race that occurred in the early morning hours after many of the participants had been drinking. Plaintiff Gerardo Loera was driving a Chevrolet Blazer. Loera reportedly cut off or swerved in front of a Ford Mustang being driven at a very high rate of speed. As a result, the driver of the Mustang rear-ended the Blazer. The collision caused the Blazer to roll one, if not more, times across the road before hitting a large tree and then coming to rest upside down on a sidewalk.

The Blazer caught fire after coming to rest next to the tree. Mr. Loera was able to exit the Blazer on his own, without burn injuries. His front passenger was severely burned before being pulled from the vehicle by eye witnesses. His rear seat passenger never got out of the

¹ The headings above are in accordance with Local Rule 32.2.5. As indicated in subsection 2., "Suggestions that are not in compliance with the above format shall be disregarded by the Court." Plaintiffs Motion for Entry of a Protective Order and Suggestions in Support fail to meet *all* of these requirements. Accordingly, General Motors asks that Plaintiffs' pleading be disregarded and the relief requested denied.

vehicle and was pronounced dead at the scene. The two survivors and the family of the decedent have sued General Motors and the driver of the Mustang.

As to General Motors, Plaintiffs have alleged generically that the fuel system of the 2001 Chevrolet Blazer was defective. To date, however, Plaintiffs have not identified any specific defect or any specific component believed to have been designed or manufactured improperly. Presumably, Plaintiffs are going to argue the fuel tank must have been defective in some way since the rear of the Blazer caught fire after coming to rest.

In February of this year, Plaintiffs' counsel sent a voluminous set of Interrogatories and Document Requests. Many of the Requests were extremely overbroad and were not limited in any way to this particular vehicle or the accident in question. As a result, General Motors served a number of objections to Plaintiffs' discovery requests. Ultimately, Plaintiffs' counsel agreed to withdraw the Requests, instead asking General Motors to produce, informally, a large volume of documents that GM recently had produced in another Chevrolet Blazer case pending in Texas entitled *Miguel Ligas and Maria Ligas, Both Individually and as Representatives of the Estate of Luis M. Ligas-Vera, Deceased, a Minor, and Norma Eltzondo, as Next Friend of Michelle Ligas, a Minor v. General Motors Corporation and Susan L. Kamp*, Case No. 06-11134 in the 191st Judicial District Court of Dallas County, Texas.

Many, if not most of the documents to be produced from the *Ligas* case contained confidential and proprietary General Motors information; therefore, as in the usual course of business, counsel for General Motors sent to counsel for Plaintiffs a proposed Protective Order. The Protective Order provided was almost identical to one that the two law firms in this case used in a recent Florida case. A copy of the Protective Order is attached hereto as Exhibit A. Plaintiffs' counsel refused to sign the Protective Order, claiming that it did not allow them to

share documents with a large enough audience, and because it did not allow them to keep all confidential documents at the conclusion of the litigation. (All other provisions of the Protective Order were acceptable.) Recently, Plaintiffs' counsel have filed a Motion for Entry of Protective Order ("Plaintiffs' Motion") asking this Court to enter an entirely different order than the one proposed by General Motors' counsel. For the reasons set forth below, Plaintiffs' Motion should be denied.

II.

The Unusual Nature of Plaintiffs' Motion and the Relief Requested

Plaintiffs' Motion is somewhat curious. At first glance, it appears Plaintiffs' counsel are just asking the Court to enter a Protective Order to protect General Motors documents, not any documents Plaintiffs deem to be confidential.² But, upon closer view, one realizes this motion is not about protecting anything. What Plaintiffs' counsel really wants is two-fold: (1) they want this Court to determine, at this juncture, what is the proper scope for discovery going forward – though they carefully disguise this request as a request to determine the proper “scope for sharing,” and (2) they want the Court to give them the right to do whatever they want with General Motors confidential documents outside the context of this case and for years into the future.

To better understand what is going on, it helps to look first at some of the language of the motion. Plaintiffs' counsel start off by admitting in paragraph 2 of Plaintiffs' Motion that the “only real area of dispute concerns the scope of the provisions of the Protective Order that allow similarly situated litigants to sign this Protective Order and thereby share and discuss the documents produced in this action.” Plaintiffs' counsel then goes on in paragraph 3 of Plaintiffs'

² This is curious in and of itself given that the party who is wanting to protect the documents usually is the one filing the motion.

Motion to say that General Motors has proposed "too narrow of a scope for sharing." However, it is unclear what exactly Plaintiffs' counsel mean by "scope for sharing." Plaintiffs cite no Missouri case law on this supposed "right" to share confidential documents obtained from an adversary in litigation and certainly no case law from any jurisdiction on what is the proper "scope for sharing." Instead, Plaintiffs' counsel refer to and discuss at length another lawsuit entitled *Lisa Kline, Individually and as natural mother of Alexandria D. Kline v. General Motors Corporation, James E. Haas, and Dominique W. Harris*, Cause No. 042-09579 that was pending several years ago in the Circuit Court of the City of St. Louis, State of Missouri.

In their Motion, Plaintiffs' counsel take the position that this Court must use the protective order entered in the *Kline* case which has a much broader scope for sharing. To support this proposition, Plaintiffs' counsel then argues that since *Kline* and this case are similar General Motors is effectively estopped from arguing the same order should not be used in this case. It is true, *Kline* involved a similar vintage Blazer and a fire, but the rest of Plaintiffs' representations regarding *Kline* are not completely accurate. As will be discussed in more detail below, *Kline* involved a different impact, different vehicle damage and a very distinct theory of defect. Furthermore, despite representations to contrary, General Motors' counsel in *Kline* did consistently take the position that there are differences between the fuel systems of the 1995 to the mid-1998 Blazer fuel systems and the 1998 to 2005 models -- particularly with regard to the fuel tanks.

Obviously, to the extent General Motors is producing confidential information, it has a right to keep that information confidential and to know what is happening with its documents. Though not a "right" given by the common law or by statute in Missouri, General Motors was, and still is, willing to allow Plaintiffs' counsel to share General Motors' confidential documents

with others involved in substantially similar litigation. But, General Motors like any other defendant, needs to be able to have some means of knowing and controlling what is happening with its "property" after it leaves General Motors' hands.

General Motors believes this disguised attempt to broaden the scope of discovery is improper. General Motors also believes the motives for needing to "share" are less than genuine. Nevertheless, General Motors is going to attempt to respond to Plaintiffs' Motion as phrased and believes the discussion can be divided into two (2) parts. First, is there some property right to documents obtained *via* discovery and, if so, should Plaintiffs be given unfettered right to share and/or sell documents not only during the litigation, but forever going forward? Second, should the *Kline* case, a case involving a different vehicle and different defect allegations, control the scope of discovery in this case? General Motors believes the answers to both of these questions is "no."

III.

"Sharing" and the Principles Behind Discovery.

A. What Rights Do Parties Have to Documents They Obtain *Via* Discovery?

Plaintiffs' counsel are unwilling to execute General Motors' proposed Protective Order because (1) they feel it does not allow them to share the confidential documents produced by General Motors with a large enough audience of other potential lawyers and litigants, and (2) it would require them to give back the confidential documents received *via* discovery at the end of the litigation. Despite the insinuations in Plaintiffs' Motion, obtaining documents *via* discovery does not entitle one to some sort of property right to the documents obtained. *See i.e. Seattle Times v. Rhinehart*, 467 U.S. 20, 32-33 (1984) (a litigant has no First Amendment right of access to information made available only for purposes of trying his suit); *Webster Groves School Dist.*

v. Pulitzer Publishing Co., 898 F.2d 1371, 1377 (8th Cir. 1990) (acknowledging the Supreme Court has never found a First Amendment right of access to civil proceedings or to the court file in a civil proceeding). In *Seattle Times*, the United State Supreme Court additionally recognized that, although there may be a public interest in knowing more about parties and issues in a pending suit via discovery responses, it does not necessarily follow that a litigant has an unrestrained right to disseminate information obtained through pretrial discovery. *Id.* (emphasis added).

The true purpose of discovery, according to Missouri law, is to obtain documents that can be used in the subject litigation. See *i.e. Goede v. Aerojet General Corp.*, 143 S.W. 3d 14, 22 (Mo.App.E.D. 2004) (discovery is a search for facts...within the exclusive knowledge or possession of one party to another in anticipation of litigating a pending action in court.) (emphasis added); *J.B.C. v. S.H.C.*, 719 S.W.2d 866, 869 (Mo.App.E.D. 1986) (The purposes of discovery are to eliminate concealment and surprise, to aid litigants in determining facts prior to trial, and to provide litigants with access to proper information with which to develop their respective contentions and to present their respective sides on issues framed by the pleadings). Discovery is not intended to help lawyers create libraries for future use or to gather collections of materials to be sold or bartered in the future. See *i.e. State ex rel. Ford Motor Co. v. Messina*, 71 S.W.3d 602, 606 (Mo. banc 2002) (the discovery process was not designed to be a scorched earth battlefield upon which the rights of the litigants and the efficiency of the justice system should be sacrificed to mindless overzealous representation of plaintiffs and defendants).

B. General Motors' Protective Order Does Not Limit Plaintiffs' Ability to Prepare Their Case for Trial in Any Way

To be clear, General Motors' proposed Protective Order does not limit Plaintiffs' ability to use confidential documents obtained for the subject litigation. General Motors' proposed

Protective Order allows Plaintiffs to provide the documents they receive with other individuals within Plaintiffs' counsel's law firm, allows them to share the documents with consulting experts and testifying experts, and places no real limits on the use of the documents for the purpose of this litigation. See Exhibit A. This ability to use the documents for this litigation is not disputed by Plaintiffs or their counsel. In fact, as noted above, Plaintiffs lodge no complaints about General Motors' proposed Protective Order other than Plaintiffs' counsel's ability to use the documents for other purposes (e.g., "sharing" with other lawyers).

C. When Did "Sharing" or Selling of Documents Become the Purpose for Discovery?

In Plaintiffs' Motion and Plaintiffs' Suggestions in Support of the Motion, there is not a single citation to a Missouri Rule, statute, or case for the proposition that a litigant, who obtains documents in discovery, has a right to share those documents with others not involved in the case. In fact, all the cases cited by Plaintiffs' counsel that relate to "sharing" of documents are from other jurisdictions. Missouri courts have not spoken on the issue.

But, regardless of any precedent in Missouri one way or another on the sharing of documents outside the context of the subject litigation, General Motors is not refusing to allow Plaintiffs' counsel to share documents with others. General Motors simply has proposed that the proper scope for "sharing," if it is to occur, should be other similar lawsuits, meaning other lawsuits involving Blazers with the same fuel system as the one at issue in this lawsuit. This is both fair and logical.³

Plaintiffs try to justify the concept of sharing and the need for a "broader scope of sharing" by saying "it would be extremely difficult if not impossible" to prepare this case for

³ Though Plaintiffs' counsel defines the scope suggested by General Motors as "too narrow," it is not narrow. In fact, it involves three (3) vehicle lines (Blazer, Jimmy and Bravada) over a period of almost seven (7) years (mid-1998 to 2005). The vehicles prior to or after this time frame had different overall designs and/or fuel system designs.

trial without being able to share General Motors documents with other “attorney’s handling similar cases.” Even if this were true,⁴ why would you need to talk to someone handling a case involving a different fuel system or different defect allegations? You would not. The true purpose of the relief requested is not to help Mr. Loera, Mr. Galvez or the family of the deceased Faustino Alcludia in preparing their case. The true purpose is to give Plaintiffs’ counsel the broadest possible “scope of sharing” as well as the right to keep the documents after litigation so they will have a valuable commodity to either sell other law firms or to trade with other law firms in return for documents or assistance needed in other cases.

IV.

The *Kline* Protective Order Should Have No Bearing on This Case

A. Plaintiffs’ Have Yet to Identify a Specific Defect Theory in This Case

Plaintiffs’ counsel argue that General Motors’ proposed 7+ year vehicle this scope is “too narrow,” but Plaintiffs have not yet identified any specific defect in this case from which the Court could make such a determination. The date, Plaintiffs have stated only that the “Subject Blazer and fuel system” were defective. *See* Plaintiffs’ Petition at ¶ 27. That is it. Even if Plaintiffs’ claims were to remain that generic, General Motors’ proposed scope would be proper since the vehicles with the same fuel system design as the one driven by Mr. Loera were the 1998-2005 Blazers, Jimmys, and Bravadas.

Presumably, given the fire damage to the vehicle, Plaintiffs’ counsel will someday argue that this fire was a gasoline fire resulting from gasoline being released from the fuel tank during

⁴ Though the Court may not be that familiar with Plaintiffs’ counsel, Langdon & Emison, they are hardly rookies to these types of cases. Langdon & Emison have handled and tried a large number of cases involving post-collision fires, and even post-collision fires involving the Chevrolet Blazer. They regularly use the same experts in these cases and are intimately familiar with the issues and documents involved. They certainly would not need the assistance of other attorneys to understand the issues or the documents, particularly given that they were counsel in the *Kline* case and already have received and reviewed thousands of documents from the *Kline* case involving the 1998-2005 vintage Chevrolet Blazers.

the collision. (The fuel tank in this vehicle is in the back of the vehicle, forward of the rear axle along the inside of the frame rail on the driver's side.) Exactly how the gasoline was released and whether it was the result of a severe accident or an actual defect of some sort remains a mystery. Regardless, the area of focus will be the tank and the integrity of the tank. Yet, Plaintiffs' counsel are asking this Court to determine that in this lawsuit, the proper vehicle scope should not be the 1998-2005 vehicles (vehicles with the same fuel tank design and material), but instead the 1995-2005 vehicles, which would include vehicles with entirely different fuel tanks.

B. Plaintiffs' Counsel Misrepresent What Happened in *Kline*

Instead of discussing the defect theory in this case or for that matter why a 1998-2005 scope is too narrow in this case, Plaintiffs' counsel instead chose to reference statements made in the *Kline* case. For example, Plaintiffs claim that General Motors and/or its counsel admitted in *Kline* that the 1995-2005 Blazer fuel systems were identical. To support this, they attach portions of depositions or transcripts. However, these references to *Kline* are either misplaced or wholly inaccurate.

Kline is a case that was tried back in January of 2007 to a defense verdict. It was appealed and the verdict was upheld on appeal. While *Kline* did involve the same Plaintiff's lawyers (Langdon and Emison) and a similar vintage Blazer (a 2000 Blazer), that is where the similarities really end. *Kline* involved different counsel for General Motors.⁵ *Kline* involved a

⁵ In *Kline*, counsel for General Motors was the firm of Dykema Gossett, PLLC. Obviously, different lawyers may make different strategic decisions during the course of a lawsuit, either to stipulate to certain facts or to agree to certain scopes of discovery or agree to produce certain documents that otherwise might not be discoverable in order to avoid discovery disputes or to avoid losing credibility with the Court. Strategic decisions such as this, even if they were to occur, cannot be attributed to future lawyers or law firms. Each case must be determined on its own merits, and an attorney's decision to stipulate to a fact or to admit a fact or to agree to do something to avoid a discovery dispute in one case does not mean that the issue becomes moot in the future.

very different impact.⁶ And, of greatest importance, *Kline* involved a very distinct theory of defect that was unrelated to the integrity of the fuel tank or the fuel tank material.⁷

Plaintiffs' counsel, however, did not mention anything about the actual accident or defect theories in *Kline* in the Plaintiffs' Motion, instead they tried to play a game of "gotcha" by saying General Motors and/or its counsel admitted that Blazers were the same from 1995 to 2005. For several reasons, this game should fail. First, what may or may not have been agreed to in another lawsuit should have no bearing on this lawsuit, particularly if the defect allegations are different. Second, and of greater importance, is the fact that Plaintiffs' counsel misrepresented what actually occurred in the *Kline* case. Plaintiffs' counsel carefully and craftily provided the Court with a few quotes from the opening statement of Michael Cooney, General Motors' lead counsel in the trial of that case, and the deposition of John D. Fitzpatrick, a General Motors engineer in the case. Admittedly, both gentlemen say that the Blazer model was sold from 1995-2005, but Plaintiffs' counsel have taken this out of context.⁸

These gentlemen do not say that every aspect of the fuel systems of the Blazers sold between 1995 and 2005 were the same. Quite to the contrary, in the *Kline* case, as in this case,

⁶ *Kline* was not a rear or side impact like this case. In fact, the impact in *Kline* was an offset frontal impact.

⁷ In the *Kline* case, Plaintiffs hired an expert, Jerry Wallingford (*see* Report of Jerry Wallingford from the *Kline* case, attached hereto as Exhibit B). Ironically, Mr. Wallingford is the expert who currently is storing the vehicle in this case. In the *Kline* case, Mr. Wallingford did not focus on the fuel tank or the integrity of the fuel tank at all. The focus of his defect allegations related to his belief there were severed fuel lines forward of the tank and that, as a result, gasoline was allowed to siphon out of the tank because the return line that runs to the bottom of the tank did not have a duckbill or a one-way flow valve. Arguably, this type of theory could apply regardless of the type of fuel tank material (metallic vs. nonmetallic). Regardless, fuel tank integrity and/or fuel tank materials were not a focus of the *Kline* case and therefore it would be of less importance to argue the differences in the fuel tank materials in a siphoning case versus a fuel tank integrity case.

⁸ In other words, both gentlemen explained that the Blazer model ran for a period of ten (10) years. That does not mean that there were not changes or substantial changes over that period of years. For example, the other vehicle involved in this case is a Ford Mustang. Without doubt, the Mustang as a model has been around for years and years. However, that does not mean that because the Mustang model has existed for thirty years, were no significant changes in the design of the Mustang or any components within the Mustang. Simply put, a vehicle model by name may run for more years, but that does not mean there won't be changes or alterations in the design of the vehicle, not only from an aesthetic perspective, but from a mechanic and technical perspective.

General Motors has said there were fundamental differences in the fuel systems of the General Motors vehicles from 1995-2005. For example, in response to discovery in *Kline*, General Motors explained in great detail the differences in the fuel tank between the 1995 to mid 1998 time frame and the 1998 to 2005 time frame. See Exhibit C attached hereto. General Motors continued to express the differences in *Kline* even up until the start of trial. See General Motors' Motion in *Limine*, attached hereto as Exhibit D. In both examples from *Kline*, General Motors explained that the 1995-1998 Blazer, Jimmy, and Bravada vehicles (part of the GMT330 program) had a steel or metal fuel tank, but that the vehicle changed mid-year in 1998 to a non-metallic (a blow molded plastic, if you will) fuel tank. This change was so fundamental to the fuel system that General Motors, in fact, retested and recertified the mid-year 1998 fuel systems in compliance with Federal Motor Vehicle Safety Standard ("FMVSS") 301 regarding fuel system integrity.

Admittedly, crash tests for the 1995-1998 time frame were ultimately produced in the *Kline* case was because of the defect allegations in that case.⁹ However, General Motors never said that the fuel tanks were the same from 1995 to 2005 in this case or in *Kline* and Plaintiffs' insinuations to that effect simply are untrue.

⁹ In *Kline*, Plaintiffs were not focusing on the crashworthiness of the fuel tank, or for that matter the fuel tank at all. Instead, *Kline* involved a fire that appeared to have occurred forward of the fuel tank. In *Kline*, the allegations focused primarily on siphoning. See Plaintiffs' Expert Report attached hereto as Exhibit B.

Though complicated, the argument is this: Plaintiffs contended that the return line that ran from the engine all the way back into the fuel tank went to the bottom of the fuel tank and that after the collision, the vehicle was oriented in a way where if a fuel line was open somewhere close to the engine department, say from a tear or a cut during the collision, and if that tear or cut was above the liquid level in the fuel tank, because the return line ran to the bottom of the tank and there was no one-way flow valve to stop flow out of that line, in theory the vehicle could siphon fuel out of the open fuel line.

To be clear, Plaintiffs have not made a siphoning allegation in this case and likely would not be able to do so given that the vehicle ended up inverted, meaning that the return line now would be at the top of the tank and not in the liquid when the vehicle came to rest.

V.

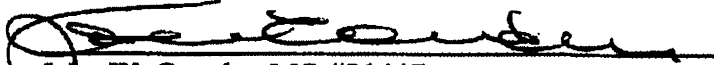
Conclusion

General Motors does not believe that the Court currently has adequate information to determine what will be the proper scope of discovery in this case given the lack of a specific defect allegation. Unless and until Plaintiffs' counsel come forward with specific evidence on their actual defect theories and what components they believe to be at issue, it is impossible to determine the proper scope for "discovery." To the extent Plaintiffs' counsel want the Court to define a "proper scope for sharing" – whatever that means – General Motors believes the seven (7) years' worth of Blazer, Jimmy, and Bravada documents in its proposed Protective Order are more than adequate. Finally, as noted above, obtaining documents *via* discovery in a lawsuit does not give one a property right to the documents and certainly should not give one an unfettered right to use or sell the documents during the course of the litigation or, for that matter, after the litigation.

The only issue that is critical at this point is protecting General Motors' documents. General Motors has proposed a Protective Order that is fair and appropriate. The proposed Protective Order would allow General Motors' documents to be used in this case in a way that will not affect Plaintiffs' counsel's ability to prosecute this case. Therefore, General Motors respectfully would ask this Court to enter the Protective Order attached hereto as Exhibit A.

Respectfully submitted,

BAKER STERCHI COWDEN & RICE, L.L.C.



John W. Cowden MO #21447
Elizabeth Raines MO #53192
Crown Center
2400 Pershing Road, Suite 500
Kansas City, Missouri 64108
(816) 471-2121
Fax (816) 472-0288

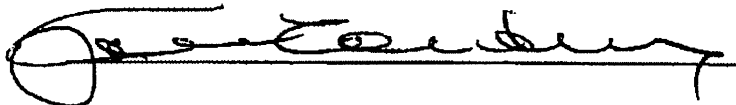
and of Counsel:

Jeffrey J. Cox
Texas Bar #04947530 [*Pro Hac* pending]
Yesenia E. Cárdenas-Colenso
Texas Bar #24047542 [admitted *Pro Hac*]
Loren B. Lowe
Texas Bar #24060483 [admitted *Pro Hac*]
HARTLINE, DACUS, BARGER, DREYER &
KERN, L.L.P.
6688 North Central Expressway, Suite 1000
Dallas, Texas 75206
(214) 369-2100
Fax: (214) 369-2118

**ATTORNEYS FOR DEFENDANT
GENERAL MOTORS CORPORATION**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all known counsel of record in this cause in accordance with the Missouri Rules of Civil Procedure on this 27th day of May, 2008.



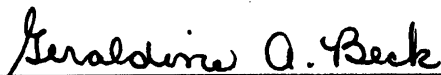
VERIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

GERALDINE A. BECK, being first duly sworn, deposes and says that she is authorized pursuant to applicable law and rules to verify, on behalf of General Motors Corporation, the foregoing

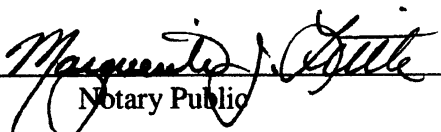
**DEFENDANT GENERAL MOTORS CORPORATION'S
ANSWERS AND OBJECTIONS TO PLAINTIFFS' SECOND INTERROGATORIES**

and that the same are hereby verified on behalf of General Motors Corporation.



GERALDINE A. BECK
Authorized Agent

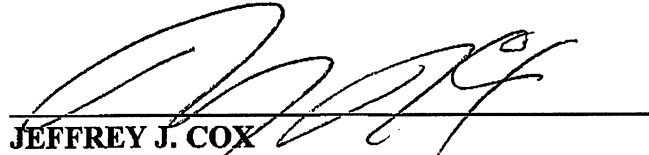
Sworn to and subscribed before me
this 18th day of December 2008.



Notary Public
MARGUERITE J. LITTLE
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jul. 27, 2011
Acting in the County of Wayne

Re: Cause No. 0716 CV 34007; *Ricardo Jaiver Quiros Galvez, et. al. v. General Motors Corporation and Jairen L. Howard*; in the Circuit Court of Jackson County, Missouri, at Independence, 17th Division.

Respectfully submitted,



JEFFREY J. COX

Texas Bar No. 04947530 [admitted *Pro Hac Vice*]

PRYCE G. TUCKER

Texas Bar No. 24003091 [admitted *Pro Hac Vice*]

LOREN B. LOWE

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and

JOHN W. COWDEN MO #21447

ELIZABETH RAINES MO #53192

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**ATTORNEYS FOR DEFENDANT
GENERAL MOTORS CORPORATION**

CERTIFICATE OF SERVICE

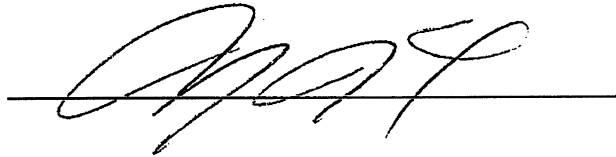
I hereby certify that on the 13th day of April 2009, a true and correct copy of this pleading was served in accordance with the Missouri Rules of Civil Procedure on all known counsel of record.

Robert Langdon, Esq.
Robert Sullivan, Esq.
Daniel Allen, Esq.
Langdon and Emison
911 Main Street
P.O. Box 220
Lexington, Missouri 64067

Via electronic mail and regular mail

Jairen Howard #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429

Via regular mail



REQUEST FOR PRODUCTION NO. 3: Produce complete, true, and accurate copies of all petitions and complaints (and amended, if any), police photographs, and police reports, relating to claims, notices of claims or lawsuits, wherein vehicles of the following years, makes, and models have caught fire: 1995-2005 Chevrolet Blazer, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Bates Nos. Alcudia 134-361 and 77221. In addition, General Motors has found and will provide additional responsive materials consistent with Judge Grate's Order of April 2, 2009.

REQUEST FOR PRODUCTION NO. 4: Please produce complete, true, and accurate copies of documents, letters, correspondence, and meeting minutes including attachments, presentations, and referenced documents and materials under the MINS database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding; cost within 50 words of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Alcuia Bates 77631-78183. These documents were the result of the following search conducted in the *Ligas-Vera v. GM* matter, and were produced in accordance with Plaintiffs' and GM's discovery agreement of May 1, 2008:

- A. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel storage system in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)
- B. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel leaks in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)

In addition, after Judge Grate's ruling on April 3, 2009, General Motors ran a search in this database using the terms "shielding" and "GMT330." No documents were found that relate to the shielding of fuel tanks in GMT 330 vehicles.

Beyond this, General Motors continues to object to this Request because it is overly broad, and seeks documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). General Motors also objects to this Request because it does not comply with the rule requiring specific requests for documents. *See* Rule 58.01(b). This Request does not specify a particular class of documents, but rather is an improper request that Plaintiffs be permitted to peruse the files of General Motors without any method to restrict access to privileged, non-relevant, or confidential information.

REQUEST FOR PRODUCTION NO. 5: Please produce a complete, true and accurate copies [*sic*] of Documents, letters, correspondence and/or meeting Minutes including attachments, presentations, and referenced Documents and/or materials under the MINS-2 (or MINS2)

database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding; cost within 50 words of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Alcuia77631-78183. These documents were the result of the following search conducted in the *Ligas-Vera v. GM* matter, and were produced in accordance with Plaintiffs' and GM's discovery agreement of May 1, 2008:

- C. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel storage system in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)
- D. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel leaks in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)

In addition, after Judge Grate's ruling on April 3, 2009, General Motors ran a search in this database using the terms "shielding" and "GMT330." No documents were found that relate to the shielding of fuel tanks in GMT 330 vehicles.

Beyond this, General Motors continues to object to this Request because it is overly broad, and seeks documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). General Motors also objects to this Request because it does not comply with the rule requiring specific requests for documents. *See* Rule 58.01(b). This Request does not specify a particular class of documents, but rather is an improper request that Plaintiffs be permitted to peruse the files of General Motors without any method to restrict access to privileged, non-relevant, or confidential information.

REQUEST FOR PRODUCTION NO. 6: Please produce a complete, true and accurate copies [sic] of Documents, letters, correspondence and/or meeting Minutes including attachments, presentations, and referenced Documents and/or materials under the MINS-3 (or MINS3) database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding; cost within 50 words of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Alcuia77631-78183. These documents were the result of the following search conducted in the *Ligas-Vera v. GM* matter, and were produced in accordance with Plaintiffs' and GM's discovery agreement of May 1, 2008:

- E. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel storage system in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)
- F. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel leaks in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)

In addition, after Judge Grate's ruling on April 3, 2009, General Motors ran a search in this database using the terms "shielding" and "GMT330." No documents were found that relate to the shielding of fuel tanks in GMT 330 vehicles.

Beyond this, General Motors continues to object to this Request because it is overly broad, and seeks documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Rule 56.01(b)(1). General Motors also objects to this Request because it does not comply with the rule requiring specific requests for documents. *See* Rule 58.01(b). This Request does not specify a particular class of documents, but rather is an improper request that Plaintiffs be permitted to peruse the files of General Motors without any method to restrict access to privileged, non-relevant, or confidential information.

REQUEST FOR PRODUCTION NO. 7: Please produce a complete, true and accurate copies [sic] of Documents, letters, correspondence and/or meeting Minutes including attachments, presentations, and referenced Documents and/or materials under the MINS-4 (or MINS4) database that contain any of the following words: leak; explode; explosive, explosion; fire; fires; gas; gasoline; gas tank, gas tanks, fuel; fuel tank, fuel tanks, shield, shields, shielding, puncture, punctures, compromise, integrity; tank within 50 words of shield; tank within 50 words of shielding; tank within 50 words of puncture; tank within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; shield within 50 words of fire; shielding within 50 words of fire; fuel within 50 words of integrity; tank within 50 words of integrity; cost within 50 words of fuel; cost within 50 words of tank; cost within 50 words of gas; cost within 50 words of gasoline; cost within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; shield within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield; cost within 50 words of safety; cost within 50 words of benefit; cost within 50 words of fire; cost within 50 words of shield; cost within 50 words of shielding; cost within 50 worth of fire; cost within 50 words of injury; cost within 50 words of injuries; tank within 50 words of shield.

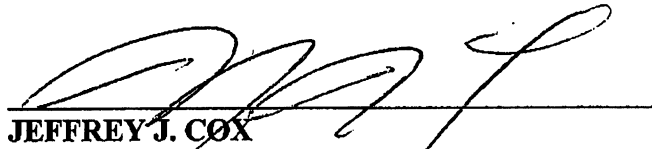
RESPONSE: General Motors refers Plaintiffs to the documents and information previously produced at Alcudia77631-78183. These documents were the result of the following search conducted in the *Ligas-Vera v. GM* matter, and were produced in accordance with Plaintiffs' and GM's discovery agreement of May 1, 2008:

- G. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel storage system in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)
- H. Minutes and attachments from meetings of its major engineering, policy, and safety committees that refer to the fuel leaks in 1995-2005 model year four-door, four-wheel-drive GMT330 utility vehicles (Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada) and 1995-2005 S/T pickups (GMC Sonoma and Isuzu Hombre)

In addition, after Judge Grate's ruling on April 3, 2009, General Motors ran a search in this database using the terms "shielding" and "GMT330." No documents were found that relate to the shielding of fuel tanks in GMT 330 vehicles.

Beyond this, General Motors continues to object to this Request because it is overly broad, and seeks documents and information that are not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Rule 56.01(b)(1). General Motors also objects to this Request because it does not comply with the rule requiring specific requests for documents. See Rule 58.01(b). This Request does not specify a particular class of documents, but rather is an improper request that Plaintiffs be permitted to peruse the files of General Motors without any method to restrict access to privileged, non-relevant, or confidential information.

Respectfully submitted,



JEFFREY J. COX

Texas Bar No. 04947530 [admitted *Pro Hac Vice*]

PRYCE G. TUCKER

Texas Bar No. 24003091 [admitted *Pro Hac Vice*]

LOREN B. LOWE

Texas Bar No. 24060483 [admitted *Pro Hac Vice*]

HARTLINE, DACUS, BARGER, DREYER

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6688 North Central Expressway

Suite 1000

Dallas, Texas 75206

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and

JOHN W. COWDEN MO #21447

ELIZABETH RAINES MO #53192

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Crown Center

2400 Pershing Road, Suite 500

Kansas City, Missouri 64108

(816) 471-2121

(816) 472-0288 – facsimile

ATTORNEYS FOR DEFENDANT

GENERAL MOTORS CORPORATION

CERTIFICATE OF SERVICE

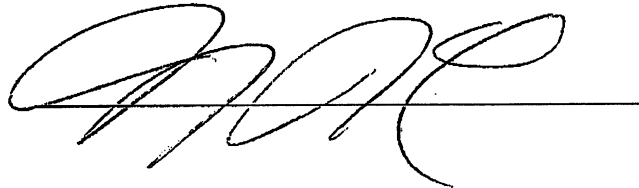
I hereby certify that on the 13th day of April 2009, a true and correct copy of this document was served on all parties and/or counsel of record in accordance with the Missouri Rules of Civil Procedure.

Robert Langdon, Esq.
Robert Sullivan, Esq.
Daniel Allen, Esq.
Langdon and Emison
911 Main Street
P.O. Box 220
Lexington, Missouri 64067

Via electronic mail and regular mail

Jairen Howard #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429

Via regular mail

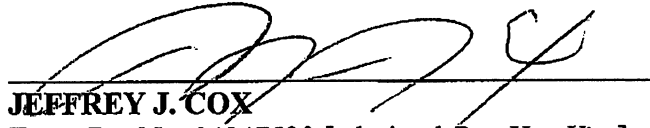
A handwritten signature in black ink, appearing to be 'RAC', is written over a horizontal line.

SUPPLEMENTAL ANSWERS AND OBJECTIONS

INTERROGATORY NO. 2. Describe in detail any device utilized in the vehicle made the subject of this lawsuit whose purpose is to cut off the flow of fuel should the fuel filler pipe become detached from the fuel tank.

ANSWER: General Motors designed the 2001 Chevrolet Blazer's fuel system to meet and exceed the crash performance and other standards in the Federal Motor Vehicle Safety Standards. General Motors also has internal crash performance requirements – e.g., GM conducts 50 mph car-to-truck tests for fuel system integrity. The fuel system design for the 2001 Chevrolet Blazer met and exceeded GM's internal crash performance and other requirements. The fuel system design for the 2001 Chevrolet Blazer also complied with the Onboard Refueling Vapor Recovery (ORVR) requirements of the Clean Air Act. To meet the new ORVR requirements in 2001, an inlet check valve was designed and integrated as part of the fuel fill inlet within the fuel tank assembly. The inlet check valve limits fuel "spitback" from the fuel tank during refueling by allowing fuel flow only into the tank. In addition to preventing spitback, this one way-valve limits fuel leakage during a rollover event in which the fuel filler assembly's integrity is lost. The new inlet check valve for the 2001 model was assigned Part No. 15013508. This valve was not on the earlier model year vehicles, particularly the GMT 330 vehicles with the steel fuel tank design from 1995 to early 1998. Moreover, this valve was redesigned in the years to follow. Additionally, grade vent valves and a fuel level limiter valve were incorporated as part of the fuel tank assembly to limit the liquid fuel fill during refueling and allow adequate venting of fuel vapors to the activated charcoal canister at all vehicle attitudes during vehicle operation. In addition to those valves, a flapper door in the fuel filler assembly restricts the fuel flow.

Respectfully submitted,



JEFFREY J. COX
Texas Bar No. 04947530 [admitted *Pro Hac Vice*]

LOREN B. LOWE
Texas Bar No. 24060483 [admitted *Pro Hac Vice*]

**HARTLINE, DACUS, BARGER, DREYER
& KERN, L.L.P.**

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JOHN W. COWDEN MO #21447

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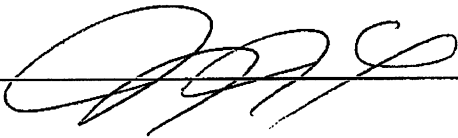
**ATTORNEYS FOR DEFENDANT
GENERAL MOTORS CORPORATION**

CERTIFICATE OF SERVICE

I hereby certify that on this the 13th day of April, 2009, a true and correct copy of this pleading was served on all counsel of record in accordance with the Missouri Rules of Civil Procedure.

Robert Langdon Esq.
Robert Sullivan, Esq.
Daniel Allen, Esq.
Langdon and Emison
911 Main Street
P.O. Box 220
Lexington, Missouri 64067

Jairen Howard #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429



A handwritten signature in black ink, appearing to read 'Jairen Howard', is written over a horizontal line.

REQUEST FOR PRODUCTION NO. 114: Produce copies of all finite element modeling, CAE modeling or other computer modeling of the fuel tank shield utilized as the fix for the 1995-96 S/T recall for prop shaft/fuel tank contact.

RESPONSE: General Motors has searched for and did not find copies of any finite element modeling, CAE modeling or other computer modeling of the fuel tank shield utilized as the fix for the 1995-96 S/T recall for prop shaft/fuel tank contact.

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

**MOTION FOR LEAVE OF COURT TO AMEND PETITION
AND FILE AMENDED PETITION ADDING PARTIES**

COME NOW Plaintiffs and respectfully move the Court for an Order pursuant to Rule 55.33(a) granting leave of Court to amend their Petition and file the amended pleading adding to this litigation Stant Manufacturing Inc., Coad Chevrolet Inc. and Coad Motors, Inc.; and, in support thereof, refers the Court to the following Suggestions in Support:

Suggestions In Support

1. On November 28, 2007, Plaintiffs originally filed the above referenced cause of action in the Circuit Court of Jackson County, Missouri at Independence, naming as defendants, General Motors Corporation (“GM”) and Jairen L. Howard.
2. In the course of discovery, the Plaintiffs have learned that other corporate entities were also involved in the design, manufacture, testing, marketing, and public distribution of the subject 2001 Chevrolet Blazer, including the critical defective fuel system component. More specifically, Coad Chevrolet Inc. and/or Coad Motors, Inc. of Cape Girardeau, Missouri, marketed, sold, distributed, and placed into the stream of commerce the subject Blazer. More specifically, Stant Manufacturing Inc. designed, manufactured, tested, marketed, and placed into

the stream of commerce the inlet fuel system valve that the Plaintiffs claim is defective and which caused the Plaintiffs' injuries and damages in this case. See **Exhibit A**.

3. For these reasons, Plaintiffs are seeking leave to amend their petition to add the above parties.

4. Plaintiffs state that no defendant will be prejudiced by these amendments.

5. Plaintiffs have attached hereto a copy of the First Amended Petition (**Exhibit B**).

Plaintiffs respectfully request that the attached First Amended Petition be deemed filed by Court and Clerk upon the entry of an Order granting this Motion For Leave.

WHEREFORE, Plaintiffs respectfully request this Court grant Plaintiffs' Motion For Leave of Court to Amended Petition and File Amended Petition Adding Parties, and to deem filed the attached First Amended Petition upon entry of an Order granting this Motion, and for such other and further relief as the Court deems just and proper under the circumstances.

Respectfully submitted,

LANGDON & EMISON

By *Daniel Allen*
Robert L. Langdon - MB# 23233
Robert C. Sullivan - MB# 52408
Daniel L. Allen - MB# 56981
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Lexington, Missouri 64067
Telephone: (660) 259-6175
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blangdon@langdonemison.com
rsullivan@langdonemison.com
dallen@langdonemison.com

-and-

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Telefax: 816-531-2147
fslough@scimlaw.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 15th day of May, 2009, upon:

John W. Cowden/Elizabeth Raines
Baker, Sterchi, Cowden & Rice, LLC
Crown Center
2400 Pershing Road, Suite 500
Kansas City, MO 64108
Fax: 816-472-0288

Jeffrey J. Cox/Pryce Tucker/Kyle H. Dreyer/Loren B. Lowe
Hartline, Dacus, Barger, Dreyer & Kern, LLP
6688 North Central Expressway, Suite 1000
Dallas, TX 75206
Fax: 214-369-2118

ATTORNEYS FOR DEFENDANT GENERAL MOTORS CORPORATION

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 15th day of May, 2009, upon:

Crossroads Correctional Center
Jairen Howard #333465
1115 E. Pence Road
Cameron, MO 64429



Attorneys for Plaintiffs

GM Vehicle Inquiry System

Delivery Information

[Home](#) - [Summary](#) - [Claim History](#) - [Vehicle Build](#) - [Vehicle Component](#) - [Delivery Information](#) - [Dealer Information](#) - [Service Contract](#)
[- Warranty Block](#) - [Branded Title](#)

[Help](#)

VIN :	1GNDT13W31K231809
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IN-SERVICE INFORMATION

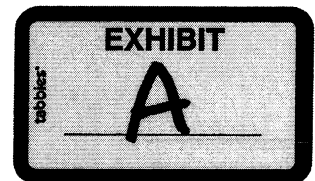
In-Service Information Not On file

DELIVERY INFORMATION

Delivery Date :	06/18/2001	Delivery Type :	021 - GMO EMPLOYEE OUT-OF-STOCK/OPTION 2	Delivered Odometer :	19 miles
Delivering Dealer :	COAD CHEVROLET, INC. 517 S KINGS HWY CAPE GIRARDEAU , MO 63703-5713 (573) 335-5581		Delivery Selling Source :	13 - CHEVROLET	
			Delivery Site Code :	17182	
			Business Associate Code :	111360	

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printed: 1-8-08



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

RICARDO JAIVER QUIROZ GALVÉZ,)
ELIZABETH PADILLA SANDOVAL,)
GERARDO M. LOERA,)
ARACELI OCAÑA HERNANDEZ,)

Plaintiffs,)

vs.)

GENERAL MOTORS CORPORATION)
and)
JAIREN L. HOWARD)
and)

STANT MANUFACTURING INC.)
Serve: The Corporation Trust Company)
Corporation Trust Center)
1209 Orange Street)
Wilmington, Delaware 19801)

and)

COAD CHEVROLET INC.)
Registered Agent: Richard R. Kennard)
517 South Kingshighway)
Cape Girardeau, Missouri 63703)

and)

COAD MOTORS, INC.)
Registered Agent: Timothy M. Coad)
517 South Kingshighway)
Cape Girardeau, Missouri 63703)

Defendants.)

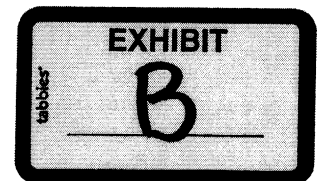
Case No. 0716-CV34007

Division 17

Jury Trial Demanded

FIRST AMENDED PETITION FOR DAMAGES (TD)

COMES NOW, Ricardo Javier Quiroz Galvéz, Elizabeth Padilla Sandoval, Gerardo M. Loera, and Araceli Ocaña Hernandez (hereinafter “Plaintiffs”), by and through their attorneys of record, and for their cause of action against General Motors Corporation (hereinafter “GM”),



Stant Manufacturing Inc. (hereinafter “Stant”), Coad Chevrolet Inc. (hereinafter “Coad Chevrolet”), Coad Motors, Inc. (hereinafter “Coad Motors, Inc.”) and Jairen L. Howard (hereinafter “Howard”), allege and state as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Ricardo Javier Quiroz Galvéz resides in Guadalupe, Zacatecas, Mexico.
2. At all times relevant, Plaintiff Elizabeth Padilla Sandoval was and remains the spouse of Plaintiff Ricardo Javier Quiroz Galvéz. Plaintiff Elizabeth Padilla Sandoval and Plaintiff Ricardo Javier Quiroz Galvéz were legally married and living together as husband and wife on and prior to September 17, 2006. Plaintiff Elizabeth Padilla Sandoval and Plaintiff Ricardo Javier Quiroz Galvéz are still legally married and living together as husband and wife. Plaintiff Elizabeth Padilla Sandoval also resides in Guadalupe, Zacatecas, Mexico.
3. Plaintiff Gerardo M. Loera currently resides in Guadalupe, Zacatecas, Mexico.
4. Plaintiff Araceli Ocaña Hernandez is the surviving spouse of Faustino J. Alcudia (deceased.) Plaintiff Araceli Ocaña Hernandez and Faustino J. Alcudia (deceased) were married and living together as husband and wife on and prior to September 17, 2006. Plaintiff Araceli Ocaña Hernandez resides in Teapa, Tabasco, Mexico.
5. Faustino J. Alcudia (deceased) is also survived by three minor children: Mayra Rubi Jimenez Ocaña (DOB: February 11, 2002), Saeri Cristel Jimenez Ocaña (DOB: June 9, 1999), and Emanuel Jimenez Ocaña (DOB: August 30, 1996). These surviving minor children of Faustino J. Alcudia currently reside with their mother, Araceli Ocaña Hernandez, in Teapa, Tabasco, Mexico.

6. Faustino J. Alcudia (deceased) is survived by his parents: Alejandro Jimenez Gomez and Sebastiana Alcudia Narbaez. Alejandro Jimenez Gomez and Sebastiana Alcudia Narbaez reside in Teapa, Tabasco, Mexico.

7. Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are in the class of persons entitled to bring a cause of action for the wrongful death of Faustino J. Alcudia (deceased), pursuant to Mo. Rev. Stat. § 537.080.

8. Defendant GM is a for-profit Delaware corporation with its principal place of business in Detroit, Michigan.

9. Defendant GM is registered with the State of Missouri as a for-profit corporation, and Defendant GM maintains a registered agent for service of process inside the State of Missouri at the address listed in the caption.

10. Defendant GM can be served with process through its registered agent at the address listed in the caption.

11. At all times relevant, Defendant GM was and remains engaged in the business of designing, manufacturing, marketing, promoting, advertising, and selling automobiles inside the State of Missouri and throughout the United States and the world.

12. At all times relevant, Defendant GM has and continues to transact business inside the State of Missouri, and maintains multiple offices and agents inside the State of Missouri for the transaction of its usual and customary business of designing, manufacturing, marketing, promoting, advertising, and selling automobiles.

13. At all times relevant, Defendant GM did and continues to conduct and maintain substantial, systematic, continuous and not isolated business contacts within the State of

Missouri through its multiple points of product manufacture and distribution within the State of Missouri.

14. Prior to September 17, 2006, in the ordinary course of its business, Defendant GM designed, manufactured, distributed, and sold a 2001 Chevrolet Blazer automobile, VIN 1GNDDT13W31K231809 (hereinafter referred to as the "Subject Blazer").

15. Defendant GM, in the ordinary course of its business, intentionally manufactured, distributed, delivered, and sold the Subject Blazer inside the State of Missouri.

16. Defendant GM committed tortious acts within and outside the State of Missouri in that Defendant GM designed, manufactured, distributed, and sold in the defective Subject Blazer inside the State of Missouri; the Subject Blazer is the subject of this suit and the defects of the Subject Blazer and the negligence of Defendant GM caused the death of Faustino J. Alcudia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

17. Defendant GM is subject to the jurisdiction of this Court pursuant to Mo. Rev. Stat. § 506.500.

18. Defendant Stant is a for-profit Delaware corporation.

19. Defendant Stant can be served with process through its registered agent at the address listed in the caption.

20. At all times relevant, Defendant Stant was and remains engaged in the business of designing, manufacturing, marketing, promoting, advertising, distributing, and selling automotive fuel system components inside the State of Missouri and throughout the United States and the world. In fact, Stant markets, promotes, advertises, distributes and sells its products throughout the state of Missouri through forty or more distributing locations, including

Advance Auto, Carquest, NAPA, Pep Boys and Wal Mart. Moreover, Stant has distributors and agents located throughout Jackson County, Missouri. At all times relevant, Defendant Stant has and continues to transact business inside the State of Missouri, and maintains multiple offices, agents and distributors inside the State of Missouri for the transaction of its usual and customary business of designing, manufacturing, marketing, promoting, advertising, and selling automotive fuel system components.

21. At all times relevant, Defendant Stant did and continues to conduct and maintain substantial, systematic, continuous and not isolated business contacts within the State of Missouri through its multiple points of product manufacture and distribution within the State of Missouri.

22. Prior to September 17, 2006, in the ordinary course of its business, Defendant Stant designed, manufactured, distributed, and sold the fuel system of the Subject Blazer and/or a fuel fill inlet valve allegedly equipped on the Subject Blazer.

23. Defendant Stant, in the ordinary course of its business, intentionally designed, manufactured, distributed, delivered, and sold the fuel system components of the Subject Blazer to be used inside the State of Missouri.

24. Defendant Stant committed tortious acts within and outside the State of Missouri in that Defendant Stant designed, manufactured, distributed, and sold the fuel system components of the Subject Blazer inside the State of Missouri; the Subject Blazer's fuel system is the subject of this suit and the defects of the Subject Blazer's fuel system and the negligence of Defendant Stant caused the death of Faustino J. Alcuia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

25. Defendant Stant is subject to the jurisdiction of this Court pursuant to Mo. Rev. Stat. § 506.500.

26. Defendant Coad Motors is a for-profit Missouri corporation with its principal place of business in Cape Girardeau, Missouri.

27. Defendant Coad Chevrolet is a for-profit Delaware corporation with its principal place of business in Cape Girardeau, Missouri.

28. Defendant Coad Chevrolet and Coad Motors are both registered with the State of Missouri as for-profit corporations, and Defendants Coad Chevrolet and Coad Motors maintain registered agents for service of process inside the State of Missouri at the addresses listed in the caption.

29. At all times relevant, Defendants Coad Chevrolet and Coad Motors were and remain engaged in the businesses of marketing, promoting, advertising, and selling new and used automobiles inside the State of Missouri.

30. At all times relevant, Defendants Coad Chevrolet and Coad Motors have and continue to transact business inside the State of Missouri, and maintain multiple offices and agents inside the State of Missouri for the transaction of their usual and customary businesses of marketing, promoting, advertising, and selling automobiles.

31. At all times relevant, Defendants Coad Chevrolet and Coad Motors did and continue to conduct and maintain substantial, systematic, continuous and not isolated business contacts within the State of Missouri through their multiple points of product distribution within the State of Missouri.

32. Prior to September 17, 2006, in the ordinary course of its businesses, Defendants Coad Chevrolet and Coad Motors marketed, advertised, distributed, and sold the defective Subject Blazer inside the State of Missouri.

33. Defendants Coad Chevrolet and Coad Motors, in the ordinary course of their respective businesses, intentionally marketed, advertised, distributed, delivered, and sold the Subject Blazer inside the State of Missouri.

34. Defendants Coad Chevrolet and Coad Motors committed tortious acts within the State of Missouri in that Defendants Coad Chevrolet and Coad Motors marketed, advertised, distributed, placed into the stream of commerce and sold in the Subject Blazer inside the State of Missouri; the Subject Blazer is the subject of this suit and the defects of the Subject Blazer and the negligence of Defendants Coad Chevrolet and Coad Motors caused the death of Faustino J. Alcudia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

35. Defendants Coad Chevrolet and Coad Motors are also subject to the jurisdiction of this Court pursuant to Mo. Rev. Stat. § 506.500.

36. Defendant Howard is a resident and citizen of Jackson County, Missouri.

37. Defendant Howard is subject to the jurisdiction of this Court as a citizen and resident of the State of Missouri and pursuant to Mo. Rev. Stat. § 506.500. As stated in Count III herein, Defendant Howard committed tortious acts within the State of Missouri which caused the death of Faustino J. Alcudia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

38. Jurisdiction and venue is proper in this Court.

GENERAL ALLEGATIONS APPLICABLE TO ALL DEFENDANTS

39. On or about September 17, 2006, Defendant Howard was operating a 1994 Ford Mustang in Jackson County, Missouri.

40. At the same time, Plaintiff Gerardo M. Loera was operating the Subject Blazer in Jackson County, Missouri. At the same time, the Subject Blazer was also occupied by Faustino J. Alcudia (deceased) and Plaintiff Ricardo Javier Quiroz Galvez.

41. At the same time and place, the Ford Mustang, being operated by Defendant Howard, negligently and recklessly collided with the Subject Blazer (hereinafter "subject collision"). The Subject Blazer caught fire following the subject collision.

42. As a result of defects in the Subject Blazer and the negligence of Defendants GM, Stant, Coad Chevrolet, Coad Motors, and/or Howard, Faustino J. Alcudia died of smoke inhalation and thermal burns, Plaintiff Ricardo Quiroz sustained severe burns, injuries, and lost his legs, and Plaintiff Gerardo M. Loera sustained serious injuries.

**COUNT I - STRICT LIABILITY OF DEFENDANTS
GM, STANT, COAD CHEVROLET AND COAD MOTORS**

43. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 42 above.

44. Prior to September 17, 2006, in the ordinary course of its business, Defendant GM designed, engineered, manufactured, marketed, distributed, placed into the stream of commerce, and sold the defective Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

45. Prior to September 17, 2006, in the ordinary course of its business, Defendant Stant designed, engineered, manufactured, marketed, distributed, placed into the stream of

commerce, and sold the defective fuel system equipped on the Subject Blazer inside the State of Missouri to the general public as ultimate consumers. Prior to September 17, 2006, in the ordinary course of its business, Defendant Stant designed, engineered, manufactured, marketed, distributed, placed into the stream of commerce, and sold, inside the State of Missouri to the general public as ultimate consumers, a defective inlet fuel filler valve that was alleged to have been equipped on the Subject Blazer.

46. Prior to September 17, 2006, in the ordinary course of its business, Defendant Coad Chevrolet marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

47. Prior to September 17, 2006, in the ordinary course of its business, Defendant Coad Motors marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

48. At the time the Subject Blazer and its fuel system left the possession and control of Defendants GM, Stant, Coad Chevrolet and Coad Motors, and at the time that Faustino J. Alcutia sustained his fatal injuries on September 17, 2006, and at the time Plaintiff Galv3z and Plaintiff Loera sustained their injuries on September 17, 2006, the Subject Blazer and its fuel system were in a defective condition and unreasonably dangerous when put to an intended, reasonably anticipated, and reasonably foreseeable use. More specifically, the Subject Blazer and its fuel system were unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcutia, Ricardo Javier Quiroz Galv3z, and other intended and reasonably foreseeable consumers and users, by reason of defects in the design, manufacture, assembly, inspection, and testing of the Subject Blazer and its fuel system. More specifically, the Subject Blazer and its fuel system were defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcutia, Ricardo

Javier Quiroz Galv3ez, and other intended and reasonably foreseeable consumers and users, in that both lacked adequate shielding for the fuel tank and other fuel system components. More specifically, the Subject Blazer and its fuel system were defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez, and other intended and reasonably foreseeable consumers and users, in that both lacked an adequate fuel fill inlet check valve and/or because the fuel fill inlet check valve that allegedly existed would not adequately restrict the outward flow of gasoline. More specifically, the Subject Blazer and its fuel system were defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez, and other intended and reasonably foreseeable consumers and users, in that the Subject Blazer and the fuel system of the Subject Blazer lacked the integrity to withstand a collision such as the one that is the subject of this lawsuit. The Subject Blazer and its fuel system were defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez, and other consumers and users, in that it lacked adequate warnings to alert Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez, and other intended and reasonably foreseeable consumers and users, of the defective and unreasonably dangerous nature and condition of the Subject Blazer, of the defective and unreasonably dangerous nature and condition of the fuel system of the Subject Blazer, and of the lack of integrity of the fuel system of the Subject Blazer to withstand a collision such as the one that is the subject of this lawsuit.

49. The Subject Blazer and its fuel system components were expected to reach and did reach the hands of Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez without substantial change in the condition in which they were respectively designed, manufactured, assembled, distributed, and sold by Defendants GM, Stant, Coad Chevrolet and

Coad Motors. At the time Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galvéz sustained their injuries on September 17, 2006, and at the time the Subject Blazer and its fuel system components left the possession and control of Defendants GM, Stant, Coad Chevrolet and Coad Motors, the Subject Blazer and its fuel system components were in substantially the same condition. At all times relevant, including but without limitation, on September 17, 2006, the Subject Blazer and its fuel system components were being used by Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galvéz in a manner intended by and reasonably foreseeable to Defendants GM, Stant, Coad Chevrolet and Coad Motors.

50. At all times relevant, Defendants GM, Stant, Coad Chevrolet and Coad Motors knew that the Subject Blazer and its fuel system components would be used without inspection for defects and represented that they could be safely used and would be fit for the intended and ordinary purposes for which they were purchased.

51. Prior to September 17, 2006, Defendants GM, Stant, Coad Chevrolet and Coad Motors knew, or by using ordinary care should have known, of the unreasonably dangerous and defective conditions of the Subject Blazer and its fuel system as stated in this Count; however, Defendants GM, Stant, Coad Chevrolet and Coad Motors failed to adequately warn Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Quiroz of such dangerous and defective conditions.

52. As a direct and proximate result of such defective and dangerous conditions as existed when the Subject Blazer and its fuel system were sold, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galvéz was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

53. As a direct and proximate result of the defective nature of the Subject Blazer and its fuel system, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the defective nature of the Subject Blazer and its fuel system, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the defective nature of the Subject Blazer and its fuel system, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form of medical and funeral expenses.

54. As a direct and proximate result of the defective nature of the Subject Blazer and its fuel system, Plaintiff Ricardo Javier Quiroz Galvéz suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose the enjoyment of his life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the defective nature of the Subject Blazer and its fuel system, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galvéz.

55. As a direct and proximate result of the defective nature of the Subject Blazer and its fuel system, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

56. The actions and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors with complete knowledge of the defective nature of the Subject Blazer and its fuel system, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galv3z. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendants GM, Stant, Coad Chevrolet and Coad Motors for a reasonable sum of money as will fairly compensate Plaintiffs, for punitive and exemplary damages, for Plaintiffs' costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

COUNT II - NEGLIGENCE OF DEFENDANTS
GM, STANT, COAD CHEVROLET AND COAD MOTORS

57. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 56 above.

58. Prior to September 17, 2006, in the ordinary course of its business, Defendant GM designed, engineered, manufactured, marketed, distributed, placed into the stream of commerce,

and sold the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

59. Prior to September 17, 2006, in the ordinary course of its business, Defendant Stant designed, engineered, manufactured, marketed, distributed, placed into the stream of commerce, and sold the fuel system of the Subject Blazer inside the State of Missouri to the general public as ultimate consumers. Prior to September 17, 2006, in the ordinary course of its business, Defendant Stant designed, engineered, manufactured, marketed, distributed, placed into the stream of commerce, and sold a defective fuel fill inlet valve allegedly equipped on the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

60. Prior to September 17, 2006, in the ordinary course of its business, Defendant Coad Chevrolet marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

61. Prior to September 17, 2006, in the ordinary course of its business, Defendant Coad Motors marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

62. At the time of the design, manufacture, distribution, and sale of the Subject Blazer, it was a matter of common knowledge that a high incidence of injury-producing motor vehicle collisions occurred upon the streets and highways of Missouri, and that a significant portion of all motor vehicles were involved in collisions at some time during their use.

63. As motor vehicle and automotive fuel system designers, manufacturers, distributors, and sellers, Defendants GM and Stant knew that many consumers and users of their motor vehicles and fuel systems would be involved in collisions and that the incidence and

extent of their injuries would frequently be determined by the design, construction, and safety of their vehicles and the fuel systems of said vehicles.

64. As motor vehicle marketers, distributors, and sellers, Defendants Coad Chevrolet and Coad Motors knew that many consumers and users of their motor vehicles would be involved in collisions and that the incidence and extent of their injuries would frequently be determined by the design, construction and safety of their vehicles and the fuel systems of said vehicles.

65. Defendants GM, Stant, Coad Chevrolet and Coad Motors had a duty to exercise ordinary and reasonable care to design, manufacture, market, advertise, distribute, place into the stream of commerce, and sell reasonably safe motor vehicles and automotive fuel system components so as not to subject owners, purchasers, consumers and users to an unreasonable risk of harm.

66. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly respectively breached the duties of care owed by reasonably prudent designers, manufacturers and distributors to consumers and users such as Faustino J. Alcudia, Ricardo Javier Quiroz Galvez, Gerardo M. Loera, and Plaintiffs, in each of the following respects:

- a. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly, and knowingly designed, manufactured, marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer and its fuel system in conditions that were unsafe and dangerous to owners, purchasers, consumers, and users;
- b. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly, and knowingly designed, manufactured, marketed, distributed,

placed into the stream of commerce, and sold the Subject Blazer and its fuel system in conditions that were unsafe and dangerous to owners, purchasers, consumers, and users, in that they did not adequately shield the fuel tank and other fuel system components of the Subject Blazer;

- c. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly, and knowingly designed, manufactured, marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer and its fuel system in conditions that were unsafe and dangerous to owners, purchasers, consumers, and users, in that the fuel system of the Subject Blazer was not equipped with an adequate fuel fill inlet check valve to prevent the outward flow of gasoline;
- d. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly, and knowingly designed, manufactured, marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer and its fuel system in conditions that were unsafe and dangerous to owners, purchasers, consumers, and users, in that any fuel fill inlet valve equipped on the Subject Blazer was defective, unreasonably dangerous, and inadequate to prevent the outward flow of gasoline;
- e. Despite having knowledge of said dangerous, defective, and unsafe conditions and propensities, Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly failed to provide any warning or failed to provide adequate warnings to intended and reasonably foreseeable purchasers, owners, consumers, and users of the Subject Blazer, including Faustino J.

Alcudia, Ricardo Javier Quiroz Galvez, Gerardo M. Loera, and Plaintiffs, of the dangerous, defective, and unsafe conditions of the Subject Blazer, the fuel system of the Subject Blazer, and the propensity of the Subject Blazer to ignite and become engulfed in a fire in a reasonably foreseeable collision, thereby causing unnecessary and severe injury to those persons utilizing the Subject Blazer;

- f. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly failed to shield the fuel system of the Subject Blazer, though it knew by not doing so the Subject Blazer could and would catch fire in a reasonably foreseeable collision;
- g. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, recklessly, and knowingly placed into the stream of commerce the Subject Blazer in a condition that was eminently dangerous and unsafe to persons in that there existed a dangerous and unsafe propensity of the Subject Blazer to ignite and become engulfed in fire in a reasonably foreseeable collision and thereby cause unnecessary and severe injury to those persons utilizing the Subject Blazer;
- h. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, and recklessly failed to institute a recall and/or retrofit campaign for the purpose of making alternative fuel system design features available for the protection of owners, purchasers, consumers, and users of the Subject Blazer; and
- i. Defendants GM, Stant, Coad Chevrolet and Coad Motors carelessly, negligently, recklessly, and knowingly designed, manufactured, assembled, inspected, tested and distributed the Subject Blazer and the fuel system of the Subject Blazer in

such a way that it was inadequate to withstand a reasonably foreseeable collision and not catch fire.

67. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galv3ez was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

68. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form of medical and funeral expenses.

69. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors, Plaintiff Ricardo Javier Quiroz Galv3ez suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose the enjoyment of his life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galv3ez.

70. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

71. The actions and omissions of Defendants GM, Stant, Coad Chevrolet and Coad Motors with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galv3ez. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendants GM, Stant, Coad Chevrolet and Coad Motors for a reasonable sum of money as will fairly compensate the Plaintiffs, for punitive and exemplary damages, for plaintiffs' costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

COUNT III – NEGLIGENCE OF DEFENDANT HOWARD

72. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 71 above.

73. Defendant Howard carelessly, negligently, and recklessly breached the duty of care owed by a reasonably prudent driver in each of the following respects:

- a. Defendant Howard carelessly, negligently, and recklessly traveled at an excessive rate of speed;
- b. Defendant Howard carelessly, negligently, and recklessly failed to maintain his vehicle in the proper lane of travel;
- c. Defendant Howard carelessly, negligently, and recklessly failed to act after he either knew or should have known that there was a danger of collision;
- d. Defendant Howard carelessly, negligently, and recklessly failed to yield the right-of-way;
- e. Defendant Howard carelessly, negligently, and recklessly failed to observe and obey traffic laws; and,
- f. Defendant Howard carelessly, negligently, and recklessly failed to maintain proper control of his vehicle.

74. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galv3ez was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

75. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form of medical and future expenses.

76. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Ricardo Javier Quiroz Galv3ez suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose the enjoyment of his

life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galvéz.

77. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

78. The actions and omissions of Defendant Howard, with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galvéz. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant Howard for a reasonable sum of money as will fairly compensate the Plaintiffs, for punitive and exemplary damages, for plaintiffs' costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

Respectfully submitted,

LANGDON & EMISON

By Daniel Allen

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Robert C. Sullivan - MB# 52408
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Telefax: 816-531-2147
fslough@scimlaw.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 15th day of May, 2009, upon:

John W. Cowden
Elizabeth Raines
Baker, Sterchi, Cowden & Rice, LLC
Crown Center
2400 Pershing Road, Suite 500
Kansas City, MO 64108
Fax: 816-472-0288

Jeffrey J. Cox
Pryce Tucker
Kyle H. Dreyer
Loren B. Lowe
Hartline, Dacus, Barger, Dreyer & Kern, LLP
6688 North Central Expressway, Suite 1000
Dallas, TX 75206
Fax: 214-369-2118

ATTORNEYS FOR DEFENDANT GENERAL MOTORS CORPORATION

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 15th day of May, 2009, upon:

Crossroads Correctional Center
Jairen Howard #333465
1115 E. Pence Road
Cameron, MO 64429



Attorneys for Plaintiffs

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

6688 NORTH CENTRAL EXPRESSWAY, SUITE 1000
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June 8, 2009

Via UPS Overnight Delivery

Mr. Robert Langdon
Mr. Robert Sullivan
Mr. Daniel Allen
Langdon and Emison
911 Main Street
Lexington, Missouri 64067

Re: [REDACTED]

and [REDACTED] *v. General Motors Corporation and Jairen L. Howard*, Cause No. 0716 CV34007, Division 17, in the Circuit Court of Jackson County, Missouri, at Independence

Dear Counsel:

I write to inform you that on June 1, 2009, (the "Commencement Date"), General Motors Corporation and certain of its subsidiaries, including General Motors Corporation (collectively, the "Debtors"), filed voluntary petitions seeking bankruptcy protection under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The chapter 11 cases have been consolidated for procedural purposes and bear case no. 09-50026 (REG). Enclosed herewith is a copy of the Debtors' chapter 11 petition.

Your attention is directed to section 362(a) of the Bankruptcy Code, entitled "Automatic Stay." Pursuant to section 362(a) of the Bankruptcy Code, an automatic stay went into effect on the Commencement Date, prohibiting the commencement or continuation of any actions or proceedings against the Debtors. The automatic stay expressly prohibits the following:

the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under [the Bankruptcy Code.]

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

June 8, 2009

Page 2

11 U.S.C. § 362(a)(1).

Accordingly, the above-captioned action is automatically stayed as to [insert name of GM Defendant Entity]. All actions taken in violation of the automatic stay are void. Further, pursuant to established case law, parties may be held in contempt of court for violating the automatic stay. See, e.g., Bartel v. Eastern Airlines, 133 F.3d 908 (2d cir. 1998); Fidelity Mortgage Investors v. Camelia Builders, Inc., 550 F.2d 47 (2d cir. 1976), cert. denied, 429 U.S. 1093 (1977).

If you have any questions with respect to the foregoing, please do not hesitate to contact me.

Very truly yours,



Jeffrey J. Cox

JJC/ccs
Enclosure

cc: Jairen Howard, #333465 – *Via UPS Overnight Delivery*
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429

judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title” and of “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(1) & 362(a)(3).

PLEASE BE FURTHER ADVISED that any action taken against General Motors Corporation without obtaining relief from the Automatic Stay from the Bankruptcy Court may be void ab initio and may result in a finding of contempt against Plaintiffs. General Motors Corporation reserves and retains its statutory right to seek relief in the Bankruptcy Court from any judgment, order, or ruling entered in violation of the Automatic Stay.

Dated: June 8, 2009.

Respectfully Submitted,



KYLE H. DREYER

Texas Bar No. 06119500

JEFFREY J. COX

Texas Bar No. 04947530 [admitted *Pro Hac Vice*]

YESENIA E. CÁRDENAS-COLENSO

Texas Bar No. 24047542

**HARTLINE, DACUS, BARGER, DREYER &
KERN, L.L.P.**

6688 North Central Expressway
Suite 1000

Dallas, Texas 75206

(214) 369-2100

(214) 369-2118 – facsimile

and

JOHN W. COWDEN MO #21447
ELIZABETH RAINES MO #53192
BAKER STERCHI COWDEN & RICE, L.L.C.
Crown Center
2400 Pershing Road, Suite 500
Kansas City, Missouri 64108
(816) 471-2121
(816) 472-0288 – facsimile

ATTORNEYS FOR DEFENDANT
GENERAL MOTORS CORPORATION

EXHIBIT A

Chapter 11 Petition of General Motors Corporation

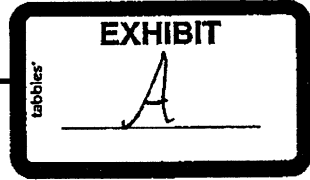
United States Bankruptcy Court of 24
Southern District of New York

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): GENERAL MOTORS CORPORATION		Name of Joint Debtor (Spouse) (Last, First, Middle): N/A	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): See Schedule 1 Attached		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names): N/A	
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-0572515		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): N/A	
Street Address of Debtor (No. and Street, City, and State): 300 Renaissance Center		Street Address of Joint Debtor (No. and Street, City, and State): N/A	
ZIP CODE 48265-3000		ZIP CODE	
City, State, and ZIP Code: Detroit, Michigan		City, State, and ZIP Code:	
County of Residence or of the Principal Place of Business: Wayne County		County of Residence or of the Principal Place of Business: N/A	
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address): N/A	
ZIP CODE		ZIP CODE	
Location of Principal Assets of Business Debtor (if different from street address above): 767 Fifth Avenue, New York, New York			
ZIP CODE 10153			

<p>Type of Debtor (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (Includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (Includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)</p>	<p>Nature of Business (Check one box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <p>Automotive Manufacturing Tax-Exempt Entity (Check box, if applicable.)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p>Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p>
<p>Nature of Debts (Check one box)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>		
<p>Chapter 11 Debtors</p> <p>Check one box:</p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p>Check if:</p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.</p> <p>Check all applicable boxes:</p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(B).</p>		

<p>Statistical/Administrative Information</p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p>
<p>Estimated Number of Creditors (on a Consolidated Basis)</p> <p><input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input checked="" type="checkbox"/> Over 100,000</p>	
<p>Estimated Assets (on a Consolidated Basis)</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion</p>	
<p>Estimated Liabilities (on a Consolidated Basis)</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion</p>	



(Official Form 1) (1/08)		
Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): GENERAL MOTORS CORPORATION	
All Prior Bankruptcy Case Filed Within Last 8 Years (If more than two, attach additional sheet.)		
Location Where Filed: N/A	Case Number: N/A	Date Filed: N/A
Location Where Filed: N/A	Case Number: N/A	Date Filed: N/A
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)		
Name of Debtor: Chevrolet-Saturn of Harlem, Inc.	Case Number: As filed	Date Filed: June 1, 2009
District: Southern District of New York	Relationship: Wholly-Owned Direct Subsidiary of General Motors Corporation	Judge: Undetermined
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)	Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by § 342(b).	
<input checked="" type="checkbox"/> Exhibit A is attached and made a part of this petition.	X Signature of Attorney for Debtor(s)	Date
Exhibit C		
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?		
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.		
<input checked="" type="checkbox"/> No.		
Exhibit D		
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)		
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.		
If this is a joint petition:		
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.		
Information Regarding the Debtor - Venue (Check any applicable box.)		
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.		
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.		
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.		
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)		
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)		
_____ (Name of landlord that obtained judgment)		
_____ (Address of landlord)		
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and		
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.		
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).		

Official Form 1 (1/08)		Name of Debtor(s): GENERAL MOTORS CORPORATION	
Voluntary Petition <i>(This page must be completed and filed in every case)</i>			
Signatures			
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.</p> <p><small>[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.</small></p> <p><small>[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</small></p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>		<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>	
<p style="text-align: center;">Signature of Attorney*</p> <p>X <u>/s/ Stephen Karotkin</u> Signature of Attorney for Debtor(s)</p> <p><u>Stephen Karotkin</u> Printed Name of Attorney for Debtor(s)</p> <p><u>Weil, Gotshal & Manges LLP</u> Firm Name</p> <p><u>767 Fifth Avenue</u> Address</p> <p><u>New York, New York 10153</u></p> <p><u>(212) 310-8000</u> Telephone Number</p> <p><u>June 1, 2009</u></p> <p><small>* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>		<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 136.</i></p>	
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ Frederick A. Henderson</u> Signature of Authorized Individual</p> <p><u>Frederick A. Henderson</u> Printed Name of Authorized Individual</p> <p><u>President and Chief Executive Officer</u> Title of Authorized Individual</p> <p><u>June 1, 2009</u> Date</p>			

Schedule 1

All Other Names Used By the Debtor in the Last 8 Years

1. GMC Truck Division
2. NAO Fleet Operations
3. GM Corporation
4. GM Corporation-GM Auction Department
5. National Car Rental
6. National Car Sales
7. Automotive Market Research

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	:
	:
	:
GENERAL MOTORS CORPORATION,	:
	:
	:
Debtor.	:
-----X	

Chapter 11 Case No.
09- _____ ()

**CONSOLIDATED LIST OF CREDITORS
HOLDING 50 LARGEST UNSECURED CLAIMS¹**

Following is the consolidated list of the creditors of General Motors Corporation and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), holding the 50 largest noncontingent unsecured claims as of May 31, 2009.

Except as set forth above, this list has been prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure and Rule 1007-1 of the Local Rules of Bankruptcy Procedure. This list does not include persons who come within the definition of "insider" set forth in section 101(31) of chapter 11 of title 11 of the United States Code.

¹ The information herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. All claims are subject to customary offsets, rebates, discounts, reconciliations, credits, and adjustments, which are not reflected on this Schedule.

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim [if secured, also state value of security]
<p>1. Wilmington Trust Company</p> <p>Rodney Square North 1100 North Market Street Wilmington, DE 19890 United States</p>	<p>Attn: Geoffrey J. Lewis</p> <p>Phone: (302) 636-6438 Fax: (302) 636-4145</p> <p>Rodney Square North 1100 North Market Street Wilmington, DE 19890 United States</p>	<p>Bond Debt</p>		<p>\$22,759,871,912¹</p>
<p>2. International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)</p> <p>8000 East Jefferson Detroit, MI 48214 United States</p>	<p>Attn: Ron Gettlefinger</p> <p>Phone: (313) 926-5201 Fax: (313) 331-4957</p> <p>8000 East Jefferson Detroit, MI 48214 United States</p>	<p>Employee Obligations</p>		<p>\$20,560,000,000²</p>
<p>3. Deutsche Bank AG, London As Fiscal Agent</p> <p>Theodor-Heuss-Allee 70 Frankfurt, 60262 Germany</p>	<p>Attn: Stuart Harding</p> <p>Phone: (44) 207 547 3533 Fax: (44) 207 547 6149</p> <p>Winchester House 1 Great Winchester Street London EC2N 2DB England</p>	<p>Bond Debt</p>		<p>\$4,444,050,000³</p>

¹ This amount consolidates Wilmington Trust Company's claims as indenture trustee under the indentures, dated December 7, 1995 (\$21,435,281,912) and November 15, 1990 (\$1,324,590,000).

² This liability is estimated as the net present value at a 9% discount rate of future contributions, as of January 1, 2009, and excludes approximately \$9.4 billion corresponding to the GM Internal VEBA.

³ The amount includes outstanding bond debt of \$4,444,050,000, based on the Eurodollar exchange rates of \$1.39.

Name of creditor, and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contracts, etc)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured, also state value of security)
<p>4. International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America (IUE-CWA)</p> <p>3461 Office Park Drive Kettering, OH 45439 United States</p>	<p>Attn: Mr. James Clark</p> <p>Phone: (937) 294-9764 Fax: (937) 298-633</p> <p>2701 Dryden Road Dayton, OH 45439 United States</p>	Employee Obligations		\$2,668,600,000 ⁴
<p>5. Bank of New York Mellon</p> <p>One Wall Street New York, NY 10286 United States</p>	<p>Attn: Gregory Kinder</p> <p>Phone: (212) 815-2576 Fax: (212) 815-5595</p> <p>Global Corporate Trust, 101 Barclay, 7W New York, NY 10286 United States</p>	Bond Debt		\$175,976,800
<p>6. Starcom Mediavest Group, Inc.</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	<p>Attn: Laura Desmond</p> <p>Phone: (312) 220-3550 Fax: (312) 220-6530</p> <p>35 W. Wacker Drive Chicago, IL 60601 United States</p>	Trade Debt		\$121,543,017
<p>7. Delphi Corp.</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	<p>Attn: Rodney O'Neal</p> <p>Phone: (248) 813-2557 Fax: (248) 813-2560</p> <p>5725 Delphi Drive Troy, MI 48098 United States</p>	Trade Debt		\$110,876,324

⁴ This liability estimated as the net present value at a 9% discount rate.

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)
<p>8. Robert Bosch GmbH</p> <p>38000 Hills Tech Drive Farmington Hills, MI 48331 United States</p>	<p>Attn: Franz Fehrenbach</p> <p>Phone: (49 71) 1 811-6220 Fax: (49 71) 1 811-6454</p> <p>Robert-Bosch-Platz 1 / 70839 Gerlingen-Schillerhoeh, Germany</p>	Trade Debt		\$66,245,958
<p>9. Lear Corp.</p> <p>21557 Telegraph Road Southfield, MI 48033 United States</p>	<p>Attn: Robert Rossiter</p> <p>Phone: (248) 447-1505 Fax: (248) 447-1524</p> <p>21557 Telegraph Road Southfield, MI 48033 United States</p>	Trade Debt		\$44,813,396
<p>10. Renco Group, Inc.</p> <p>1 Rockefeller Plaza, 29th Floor New York, NY 10020 United States</p>	<p>Attn: Lon Offenbacher</p> <p>Phone: (248) 655-8920 Fax: (248) 655-8903</p> <p>1401 Crooks Road Troy, MI 48084 United States</p>	Trade Debt		\$37,332,506
<p>11. Enterprise Rent A Car</p> <p>6929 N Lakewood Ave Suite 100 Tulsa, OK 74117 United States</p>	<p>Attn: Greg Stubblefield</p> <p>Phone: (314) 512 3226 Fax: (314) 512 4230</p> <p>600 Corporate Park Drive St. Louis, MO 63105 United States</p>	Trade Debt		\$33,095,987

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)
<p>12. Johnson Controls, Inc.</p> <p>5757 N. Green Bay Avenue Glendale, WI 53209 United States</p>	<p>Attn: Stephen A. Roell</p> <p>Phone: (414)-524-2223 Fax: (414)-524-3000</p> <p>5757 N. Green Bay Avenue Milwaukee, WI 53201 United States</p>	Trade Debt		\$32,830,356
<p>13. Denso Corp.</p> <p>24777 Denso Drive Southfield, MI 48086 United States</p>	<p>Attn: Haruya Maruyama</p> <p>Phone: (248) 350-7500 Fax: (248) 213-2474</p> <p>24777 Denso Drive Southfield, MI 48086 United States</p>	Trade Debt		\$29,229,047
<p>14. TRW Automotive Holdings, Corp.</p> <p>12025 Tech Center Dr. Livonia, MI 48150 United States</p>	<p>Attn: John Plant</p> <p>Phone: (734) 855-2660 Fax: (734) 855-2473</p> <p>12001 Tech Center Drive Livonia, MI 48150 United States</p>	Trade Debt		\$27,516,189
<p>15. Magna International, Inc.</p> <p>337 Magna Drive Aurora, ON L4G 7K1 Canada</p>	<p>Attn: Don Walker</p> <p>Phone: (905) 726-7040 Fax: (905) 726-2593</p> <p>337 Magna Drive Aurora, ON L4G 7K1 Canada</p>	Trade Debt		\$26,745,489
<p>16. American Axle & Mfg Holdings, Inc.</p> <p>One Dauch Drive Detroit, MI 48211-1198 United States</p>	<p>Attn: Richard Dauch</p> <p>Phone: (313) 758-4213 Fax: (313) 758-4212</p> <p>One Dauch Drive Detroit, MI 48211 United States</p>	Trade Debt		\$26,735,957

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff	Amount of claim (if secured, also state value of security)
17. Maritz Inc. 1375 North Highway Drive Fenton, MO 63099 United States	<u>Attn:</u> Steve Maritz Phone: (636) 827-4700 Fax: (636) 827-2089 1375 North Highway Drive Fenton, MO 63099 United States	Trade Debt		\$25,649,158
18. Publicis Groupe S.A. 133 Ave des Champs Elysees Paris, 75008 France	<u>Attn:</u> Maurice Levy Phone: (33 01) 4 443-7000 Fax: (33 01) 4 443-7550 133 Ave des Champs-Elysees Paris, 75008 France	Trade Debt		\$25,282,766
19. Hewlett Packard Co. 3000 Hanover Street Palo Alto, CA 94304 United States	<u>Attn:</u> Mike Nefkens Phone: (313) 230 6800 Fax: (313) 230 5705 500 Renaissance Center, MC:20A Detroit, MI 48243 United States	Trade Debt		\$17,012,332
20. Interpublic Group of Companies, Inc. 1114 Avenue of the Americas New York, NY 10036 United States	<u>Attn:</u> Michael Roth Phone: (212) 704-1446 Fax: (212) 704.2270 1114 Avenue of the Americas New York, NY 10036 United States	Trade Debt		\$15,998,270
21. Continental AG Vahrenwalder Str. 9 D-30165 Hanover, Germany	<u>Attn:</u> Karl-Thomas Phone: 49-69-7603-2888 Fax: 49-69-7603-3800 Guerickestrasse 7, 60488 Frankfurt 60488 Germany	Trade Debt		\$15,539,456

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim if secured also state value of security
<p>22. Tenneco Inc.</p> <p>500 North Field Drive Lake Forest, IL 60045 United States</p>	<p>Attn: Gregg Sherrill</p> <p>Phone: (847) 482-5010 Fax: (847) 482-5030</p> <p>500 North Field Drive Lake Forest, IL 60045 United States</p>	Trade Debt		\$14,837,427
<p>23. Yazaki Corp.</p> <p>6801 Haggerty Road Canton, MI 48187 United States</p>	<p>Attn: George Perry</p> <p>Phone: (734) 983-5186 Fax: (734) 983-5197</p> <p>6801 Haggerty Road, 48E Canton, MI 48187 United States</p>	Trade Debt		\$13,726,367
<p>24. International Automotive Components</p> <p>5300 Auto Club Drive Dearborn, MI 48126 United States</p>	<p>Attn: James Kamsickas</p> <p>Phone: (313) 253-5208 Fax: (313) 240-3270</p> <p>5300 Auto Club Drive Dearborn, MI 48126 United States</p>	Trade Debt		\$12,083,279
<p>25. Avis Rental Car</p> <p>6 Sylvan Way Parsippany, NJ 07054 United States</p>	<p>Attn: Robert Salerno</p> <p>Phone: (973) 496-3514 Fax: (212) 413-1924</p> <p>6 Sylvan Way Parsippany, NJ 07054 United States</p>	Trade Debt		\$12,040,768
<p>26. FMR Corp.</p> <p>82 Devonshire St Boston, MA 02109 United States</p>	<p>Attn: Robert J. Chersi</p> <p>Phone: (617) 563-6611 Fax: (617) 598-9449</p> <p>82 Devonshire St Boston, MA 02109 United States</p>	Trade Debt		\$11,980,946

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address including zip code of employee, agent or department of creditor, familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim if secured also state value of security
27. AT&T Corp. 208 South Akard Street Dallas, TX 75202 United States	Attn: Richard G. Lindner Phone: (214) 757-3202 Fax: (214) 746-2102 208 South Akard Street Dallas, TX 75202 United States	Trade Debt		\$10,726,376
28. Union Pacific Corp. 1400 Douglas Street Omaha, NE 68179 United States	Attn: Robert M. Knight, Jr. Phone: (402) 544-3295 Fax: (402) 501-2121 1400 Douglas Street Omaha, NE 68179 United States	Trade Debt		\$10,620,928
29. Warburg E M Pincus & Co., Inc. 466 Lexington Ave New York, NY 10017 United States	Attn: Joseph P. Landy Phone: (212) 878-0600 Fax: (212) 878-9351 466 Lexington Ave New York, NY 10017 United States	Trade Debt		\$10,054,189
30. Visteon Corp. One Village Center Drive Van Buren Township, MI 48111 United States	Attn: Donald J. Stebbins Phone: (734) 710-7400 Fax: (734) 710-7402 One Village Center Drive Van Buren Twp., MI 48111 United States	Trade Debt		\$9,841,774
31. US Steel 600 Grant Street Room 1344 Pittsburgh, PA 15219 United States	Attn: John Surma Phone: (412) 433-1146 Fax: (412) 433-1109 600 Grant Street Room 1344 Pittsburgh, PA 15219 United States	Trade Debt		\$9,587,431

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured, also state value of security)
32. Arcelor Mittal 19, Avenue De La Liberte Luxembourg, L-2930 Luxembourg	Attn: Lakshmi Mittal Phone: 44 20 7543 1131 Fax: (44 20) 7 629-7993 Berkley Square House, 7th Floor Berkley Square House London, England W1J6DA	Trade Debt		\$9,549,212
33. AK Steel Holding, Corp. 9227 Centre Pointe Drive Westchester, OH 45069 United States	Attn: Jim Wainscott Phone: (513) 425-5412 Fax: (513) 425-5815 9227 Centre Pointe Drive Westchester, OH 45069 United States	Trade Debt		\$9,116,371
34. CSX Corp. 500 Water Street, 15th Floor Jacksonville, FL 32202 United States	Attn: Oscar Muñoz Phone: (904) 359-1329 Fax: (904) 359-1859 500 Water Street, 15th Floor Jacksonville, FL 32202 United States	Trade Debt		\$8,884,846
35. Hertz Corporation 14501 Hertz Quail Springs Parkway Oklahoma City, OK 73134 United States	Attn: Elyse Douglas Phone: (201) 450-2292 Fax: (866) 444-4763 225 Brae Boulevard Park Ridge, NJ 07656 United States	Trade Debt		\$8,710,291

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (If secured also state value of security)
<p>36. Alpha S.A. de C.V.</p> <p>Ave. Gómez Morín No. 1111 Sur Col. Carrizalejo San Pedro Garza García, N. L. C.P. 66254 Mexico</p>	<p>Attn: Manuel Rivera</p> <p>Phone: (52 81) 8 748 1264 Fax: (52 81) 8 748-1254</p> <p>Ave. Gómez Morín No. 1111 Sur Col. Carrizalejo San Pedro Garza García, N. L. C.P. 66254 Mexico</p>	Trade Debt		\$8,209,133
<p>37. Voith AG</p> <p>2200 N. Roemer Rd Appleton, WI United States</p>	<p>Attn: Hubert Lienhard</p> <p>Phone: 49 7321 372301</p> <p>St. Poltner Strasse 43 Heidenheim, D-89522 Germany</p>	Trade Debt		\$7,146,187
<p>38. Goodyear Tire & Rubber Co.</p> <p>1144 E Market St Akron, OH 44316-0001 United States</p>	<p>Attn: Robert Keegan</p> <p>Phone: (330) 796-1145 Fax: (330) 796-2108</p> <p>1144 East Market Street Akron, OH 44316-0001 United States</p>	Trade Debt		\$6,807,312
<p>39. Manufacturers Equipment & Supply Co.</p> <p>2401 Lapeer Rd Flint, MI 48503-4350 United States</p>	<p>Attn: Greg M. Gruizenga</p> <p>Phone: (800) 373-2173 Fax: (810) 239-5360</p> <p>2401 Lapeer Rd Flint, MI 48503 United States</p>	Trade Debt		\$6,695,777
<p>40. Severstal O A O</p> <p>4661 Rotunda Drive P.O. Box 1699 Dearborn, MI 48120 United States</p>	<p>Attn: Gregory Mason</p> <p>Phone: (313) 317-1243 Fax: (313) 337-9373</p> <p>14661 Rotunda Drive, P.O. Box 1699 Dearborn, MI 48120 United States</p>	Trade Debt		\$6,687,993

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim if secured also state value of security
<p>41. Exxon Mobil Corp.</p> <p>5959 Las Colinas Boulevard Irving, TX 75039 United States</p>	<p>Attn: James P. Hennessy</p> <p>Phone: (703) 846-7340 Fax: (703) 846-6903</p> <p>3225 Gallows Road Fairfax, VA 22037 United States</p>	Trade Debt		\$6,248,959
<p>42. Hitachi Ltd.</p> <p>955 Warwick Road P.O. Box 510 Harrodsburg, KY 40330 United States</p>	<p>Attn: Yasuhiko Honda</p> <p>Phone: (81 34) 564-5549 Fax: (81 34) 564-3415</p> <p>Akihabara Daibiru Building 18-13, Soto-Kanda, 1-Chome Chiyoda-Ku, Tokyo, 101-8608 Japan</p>	Trade Debt		\$6,168,651
<p>43. Mando Corp.</p> <p>4201 Northpark Drive Opelika, AL 36801 United States</p>	<p>Attn: Zung Su Byun</p> <p>Phone: (82 31) 680-6114 Fax: (82 31) 681-6921</p> <p>343-1, Manho-Ri ,Poseung-Myon, Pyongtaek Kyonggi, South Korea, Korea</p>	Trade Debt		\$5,459,945
<p>44. General Physics Corp.</p> <p>1500 W. Big Beaver Rd. Troy, MI 48084 United States</p>	<p>Attn: Sharon Esposito Mayer</p> <p>Phone: (410) 379-3600 Fax: (410) 540-5302</p> <p>6095 Marshalee Drive, St. 300 Elkridge, MD 21075 United States</p>	Trade Debt		\$5,208,070
<p>45. Sun Capital Partners, Inc.</p> <p>5200 Town Center Circle, Suite 600 Boca Raton, FL 33486 United States</p>	<p>Attn: Mr. Kevin</p> <p>Phone: (561) 948-7514 Fax: (561) 394-0540</p> <p>5200 Town Center Circle, Suite 600 Boca Raton, FL 33486 United States</p>	Trade Debt		\$4,747,353

Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured, also state value of security)
46. Jones Lang Lasalle, Inc. 200 East Randolph Drive Chicago, IL 60601 United States	Attn: Colin Dyer Phone: (312) 228-2004 Fax: (312) 601-1000 200 East Randolph Drive Chicago, IL 60601 United States	Trade Debt		\$4,651,141
47. McCann Erickson 238 11 Avenue, SE Calgary, Alberta T2G OX8 Canada	Attn: Gary Lee Phone: (646) 865 2606 Fax: (646) 865 8694 622 3rd Avenue New York, NY 10017 United States	Trade Debt		\$4,603,457
48. Flex-N-Gate Corp. 1306 East University Ave. Urbana, IL 61802 United States	Attn: Shahid Khan Phone: (217) 278-2618 Fax: (217) 278-2318 1306 East University Urbana, IL 61802 United States	Trade Debt		\$4,490,775
49. Bridgestone Corp. 535 Marriott Drive Nashville, TN 37214 United States	Attn: Shoshi Arakawa Phone: (81 33) 567 0111 Fax: (81 33) 567 9816 10-1 Kyobashi 1-chome Chuo-ku, Tokyo, Japan 104 Japan	Trade Debt		\$4,422,763
50. Cap Gemini America Inc 623 Fifth Avenue, 33 rd Floor New York, NY 10022 United States	Attn: Thierry Delaporte Phone: (212) 314-8327 Fax: (212) 314-8018 623 Fifth Avenue, 33 rd Floor New York, NY 10022 United States	\$4,415,936 Trade Debt		\$4,415,936

DECLARATION UNDER PENALTY OF PERJURY:

I, the undersigned authorized officer of the corporation named as Debtor in this case, declare under penalty of perjury that I have reviewed the foregoing Consolidated List of Creditors Holding the 50 Largest Unsecured Claims and that the list is true and correct to the best of my information and belief.

Dated: June 1, 2009

/s/ Frederick A. Henderson

Signature

NAME: Frederick A. Henderson

TITLE: President and Chief Executive Officer

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11 Case No.
GENERAL MOTORS CORPORATION,	:	09-____ ()
Debtor.	:	

EXHIBIT "A" TO VOLUNTARY PETITION

1. The debtor's securities are registered under Section 12 of the Securities and Exchange Act of 1934, and the SEC file number is 1-143.
2. The following financial data is the latest available information and refers to the debtor's condition on March 31, 2009.

a. Total assets on a consolidated basis: \$82,290,000,000

b. Total debts on a consolidated basis (including debts listed in 2.c., below): \$172,810,000,000

			Approximate number of holders.	
c. Debt securities held by more than 500 holders.				
secured	unsecured	subordinated		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$21,694,000,000¹</u>	<u>Greater than 500</u>
secured	unsecured	subordinated		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$3,221,000,000²</u>	<u>Greater than 500</u>
secured	unsecured	subordinated		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$1,388,000,000³</u>	<u>Greater than 500</u>
d. Number of shares of preferred stock: <u>6,000,000 shares authorized; no shares issued and outstanding.</u>				

¹ Issued pursuant to Senior Indenture, dated as of December 7, 1995.

² Issued pursuant to Senior Indenture, dated as of July 3, 2003.

³ Issued pursuant to Senior Indenture, dated as of November 15, 1990.

- e. Number of shares of common stock: 2,000,000,000 shares authorized,
800,937,541 shares issued, and 610,505,273 shares outstanding, all as of March
31, 2009.
3. Brief description of debtor's business: The debtor, together with its affiliates, is
engaged in the manufacturing, marketing, and distribution of cars and trucks
worldwide.
4. List the names of any person who directly or indirectly owns, controls, or holds, with
power to vote, 5% or more of the voting securities of debtor: State Street Bank
and Trust Company (17.0%)

APPROVAL OF BANKRUPTCY FILING, 363 SALE AND RELATED MATTERS

WHEREAS, at this meeting and at prior meetings, the Board of Directors (the "Board") of General Motors Corporation (the "Corporation") has extensively reviewed the alternatives available to the Corporation and its direct and indirect subsidiaries Saturn, LLC, Saturn Distribution Corporation and Chevrolet-Saturn of Harlem, Inc. (the "Filing Subsidiaries") and has determined that the commencement of a Chapter 11 case in the United States by each of the Corporation and the Filing Subsidiaries presents the only opportunity for preserving and maximizing the value of the enterprise for the benefit of the Corporation's stakeholders and other interested parties;

COMMENCEMENT OF BANKRUPTCY CASES

RESOLVED, that the Corporation and each of the Filing Subsidiaries be, and it hereby is, authorized and directed to file a petition seeking relief under the provisions of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code");

RESOLVED, that each of the Proper Officers (it being understood that, for the purposes of these resolutions, the "Proper Officers" shall include, without limitation, the President and Chief Executive Officer, any vice president of the Corporation (including executive or group vice presidents), the Controller and Chief Accounting Officer, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer and any other officer of the Corporation determined by the Legal Staff of the Corporation to be an appropriate officer with respect to the action taken) is hereby authorized and directed, in the name and on behalf of the Corporation, to execute, verify, and file all petitions under Chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") at such time as such Proper Officer shall determine;

RESOLVED, that in connection with the commencement of the Chapter 11 case by the Corporation, each Proper Officer is hereby authorized, in the name and on behalf of, the Corporation, to negotiate, execute, and deliver such notes, security and other agreements, and instruments as such Proper Officer considers appropriate to enable the Corporation to utilize cash collateral on the terms and conditions such Proper Officer or Proper Officers executing the same may consider necessary, proper, or desirable, and to consummate the transactions contemplated by such notes, security and other agreements and instruments on behalf of the Corporation, subject to Bankruptcy Court approval;

RESOLVED, that each Proper Officer is hereby authorized and directed, in the name and on behalf of the Corporation, to cause the Corporation to enter into, execute, deliver, certify, file and/or record, negotiate, and perform, any and all petitions, schedules, lists, motions, certifications, agreements, instruments, affidavits, applications, including without limitation, applications for approvals or rulings of governmental or regulatory authorities, or other documents and to take such other actions, as in the judgment of such Proper Officer shall be or become necessary, proper, or desirable in connection with the Corporation's Chapter 11 case;

RESOLVED, that the Board sees no objection to each of the Filing Subsidiaries taking any and all action, including authorizing a filing in the Bankruptcy Court, and to executing and delivering all documents, agreements, motions and pleadings as are

necessary, proper, or desirable to enable such Filing Subsidiary to carry out the filing in Bankruptcy Court contemplated hereby;

RESOLVED, that the Board sees no objection to a filing by GMCL, if determined to be appropriate by the Board of Directors of GMCL, for protection from its creditors under the Companies' Creditors Arrangement Act (the "CCAA") or to any actions taken by GMCL as are necessary, proper, or desirable to enable GMCL to carry out such filing;

EXECUTION OF MASTER SALE AND PURCHASE AGREEMENT

RESOLVED, that the Board finds that the sale of substantially all of the assets of the Corporation to Auto Acquisition Corp., a new entity formed by the United States Department of the Treasury, in accordance with the Purchase Agreement (as defined below), is expedient and in the best interests of the Corporation;

RESOLVED, that the form, terms and provisions of the proposed Master Sale and Purchase Agreement (the "Purchase Agreement") by and among the Corporation, the Filing Subsidiaries and Vehicle Acquisition Holdings LLC., in substantially the form reviewed by the Board, are hereby approved, and the sale of substantially all of the assets of the Corporation set forth in the Purchase Agreement on the terms set forth in the Purchase Agreement be, and hereby is, authorized and approved;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized and directed to execute and deliver the Purchase Agreement, with such changes therein or revisions thereto as the Proper Officer or Officers executing and delivering the same may in his or their sole and absolute discretion approve consistent with these Resolutions and with the advice of the Corporation's Legal Staff, and to cause the Corporation to carry out the terms and provisions thereof;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized and directed to approve, execute and deliver from time to time such amendments, changes or modifications to the Purchase Agreement as any such Proper Officer shall, consistent with these Resolutions and with the advice of the Corporation's Legal Staff, deem necessary, proper or advisable;

RESOLVED, that if the Corporation determines no later than the due date (including any extensions) of the Corporation's tax return for the taxable year in which the sale contemplated by the Purchase Agreement is closed that an Agreed G Transaction (as defined in the Purchase Agreement) has occurred, (i) the Purchase Agreement will be deemed to constitute a "plan" of the Corporation for purposes of Sections 368 and 354 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and (ii) the Corporation shall treat the transactions contemplated in the Purchase Agreement, in combination with the subsequent liquidation of the Corporation and the Filing Subsidiaries (as defined in the Purchase Agreement), as a tax-free reorganization pursuant to Section 368(a)(1)(G) of the Tax Code (with any actual or deemed distribution by the Corporation qualifying solely under Sections 354 and 356 of the Tax Code but not under Section 355 of the Tax Code);

EXECUTION OF LOAN FACILITIES – U.S. AND CANADA

RESOLVED, that in connection with the commencement of the Chapter 11 case by the Corporation, each of the Proper Officers, or any of them, is hereby authorized to

negotiate, execute, deliver and cause the Corporation to perform its obligations under (i) a secured superpriority debtor-in-possession credit agreement (the "Credit Agreement"), among the Corporation, a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code, as borrower, certain subsidiaries of the Corporation listed therein, as guarantors, the United States Department of the Treasury, as lender, and Export Development Canada, as lender, substantially in the form and on the terms and conditions presented to the Board; (ii) one or more notes ("Notes") providing for loans under the Credit Agreement in an aggregate principal amount not to exceed \$65 billion plus the principal amount of any Additional Notes (as defined in the Credit Agreement), in each case together with interest thereon at the rate specified in the Credit Agreement and (iii) the other agreements contemplated by the Credit Agreement, including pledge agreements, security agreements, mortgages, financing statements and any other similar documents in connection with granting a security interest in or a pledge of the Corporation's assets as collateral to secure the Obligations (as defined in the Credit Agreement) and any other agreements or documents (the documents described in this clause (iii) collectively described herein as the "Other Financing Documents"), as any Proper Officer determines is necessary, proper, or desirable to consummate the transactions contemplated by the Credit Agreement and the Other Financing Documents, in each case consistent with these Resolutions and the advice of the Corporation's Legal Staff, as evidenced by the execution thereof by the Proper Officer;

RESOLVED, that each of the Proper Officers, or any of them, is hereby authorized to grant a security interest in and pledge assets as collateral under the Guaranty and Security Agreement, the Equity Pledge Agreement and each Other Financing Document to which the Corporation is party;

RESOLVED, that the Board sees no objection to the issuance by all or any of the direct or indirect subsidiaries of the Corporation of guarantees of the Obligations and the granting of a security interest in or the pledge of any assets by such subsidiaries as collateral to secure the Obligations by entering into the Guaranty and Security Agreement and the Equity Pledge Agreement, in each case substantially in the form reviewed by the Board, together with the Other Financing Documents to which such subsidiary is party;

RESOLVED, that the Board sees no objection (a) to the execution and delivery by GMCL of an amended and restated loan agreement with Export Development Canada ("EDC") as lender (the "Canadian Credit Agreement") amending the loan agreement between GMCL and EDC, among other parties, dated as of April 29, 2009 (the "April EDC Credit Agreement") or (b) to the provision of secured guaranties of certain obligations of GMCL under the Canadian Credit Agreement to be given by 1908 Holdings Limited, Parkwood Holdings Limited, and GM Overseas Funding LLC, each of which is a direct or indirect subsidiary of GMCL;

RESOLVED, that the Corporation's guarantee of certain obligations of GMCL under the Canadian Credit Agreement secured by the pledge of some or all of its ownership interest in GMCL is approved on terms to be approved by the CFO, which may include the Corporation's participation in the Canadian Credit Agreement as a borrower, consistent with the advice of the Corporation's Legal Staff;

RESOLVED, that the Corporation's guarantee of GMCL's obligations under the April EDC Credit Agreement as approved at the meeting of the Board on April 24, 2009 will continue to be valid, binding and enforceable until the effectiveness of the Canadian Credit Agreement, and in connection with the foregoing, the Proper Officers, or any Proper Officer, is authorized to execute and deliver a Confirmation and Acknowledgment (the "Acknowledgment") stating that the April EDC Credit Agreement may be modified or supplemented by EDC and GMCL without the Corporation's participation;

RESOLVED, that the Proper Officers, or any Proper Officer, is hereby authorized to execute and deliver the guaranty and any other agreements or documents to which the Corporation is a party or to take any other actions that he determines are necessary, appropriate or advisable to consummate the transactions contemplated by the Canadian Credit Agreement;

GENERAL AUTHORIZATION AND RATIFICATION

RESOLVED, that each Proper Officer is authorized and directed, consistent with these Resolutions and with the advice of the Corporation's Legal Staff: (i) to negotiate, execute, deliver, certify, file and/or record, and perform, any and all of the agreements, documents, and instruments referenced herein, and such other agreements, documents, and instruments and assignments thereof as may be required or as such Proper Officer deems appropriate or advisable, or to cause the negotiation, execution, and delivery thereof, as the case may be, in such form and substance as such Proper Officer may approve, together with such changes and amendments to any of the terms and conditions thereof as such Proper Officer may approve, (ii) to negotiate, execute, deliver, certify, file and/or record, and perform any agreements, documents, certificates, consents, filings, and applications relating to the Resolutions adopted and matters ratified or approved herein and the transactions contemplated thereby, and amendments and supplements to any of the foregoing, and to take such other action as may be required or as such Proper Officer deems appropriate or advisable in connection therewith, and (iii) to do such other things as may be required, or as may in such Proper Officer's judgment be necessary, proper, or desirable, to carry out the intent and effectuate the purposes of the Resolutions adopted and matters ratified or approved herein and the consummation of the transactions contemplated hereby; and

RESOLVED, that all actions taken by the Proper Officers, or any of them, prior to the date of the foregoing Resolutions adopted at this meeting and within the authority conferred, are hereby ratified, confirmed, approved in all respects as the act and deed of the Corporation.

* * * * *

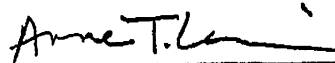
ASSISTANT SECRETARY'S CERTIFICATE

GENERAL MOTORS CORPORATION

May 31, 2009

As a duly elected and appointed Assistant Secretary of General Motors Corporation, a Delaware corporation (the "Corporation") I, Anne T. Larin, certify that a true and complete copy of resolutions duly adopted by the Board of Directors of the Corporation on May 31, 2009 is attached to this Certificate and that such resolutions have not been modified, rescinded or amended and are now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate as of the date written above.



Name: Anne T. Larin
Title: Assistant Secretary

AFFIRMATION OF SERVICE BY FEDERAL EXPRESS

Jeffrey J. Cox, an attorney duly admitted to practice law before the Courts of the State of Texas and admitted pro hac vice in the above action, hereby affirms the following to be true under penalty of perjury:

I am over the age of eighteen (18) years, am a partner in the law firm of Hartline, Dacus, Barger, Dreyer & Kern, 6688 N. Central Expressway, Suite 1000, Dallas, Texas 75206, and am not a party to this action.

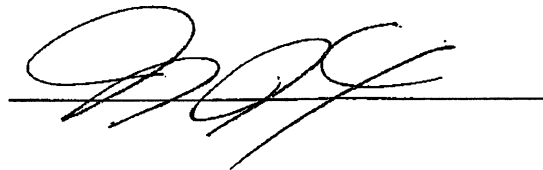
On the 8th day of June, 2008, I served a copy of the foregoing Notice of Bankruptcy in the above-captioned action upon:

Robert Langdon, Esq.
Robert Sullivan, Esq.
Daniel Allen, Esq.
Langdon and Emison
911 Main Street
Lexington, Missouri 64067
Attorneys for Plaintiffs

Jairen Howard, #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429
Pro Se Defendant

by depositing true copies of the same in a properly addressed wrapper into the custody of UPS, an overnight delivery service for overnight delivery, prior to the latest time designed by UPS for overnight delivery.

Dated: June 8, 2009.



IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

RICARDO GALVEZ, et al.,
Plaintiffs,

v.

GENERAL MOTORS CORP., et al.,
Defendants.

)
)
)
)
)
)
)

Case No.: 0716-CV34007
Division 17

STAY OF PROCEEDINGS

On August 14, 2009, Defendant Stant Manufacturing, Inc., filed its Notice of Bankruptcy with the Court.

Therefore, all activity in this matter is stayed until, and if, Defendant Stant Manufacturing, Inc., emerges from bankruptcy and the automatic stay is lifted.

SO ORDERED.

8/24/09

DATE

Copies faxed/mailed on 8/24 by (Pou) to:

Jack Grate
JACK GRATE, Circuit Judge

Daniel Allen 660-259-4571
Fred Slough 531-2147
Elizabeth Raines 472-0288
Jeffrey Cox 214-369-2118
John Hayob 292-7050

Jarien Howard
Crossroads Correctional Center
#333465
1115 E Pence Rd
Cameron, MO 64429

11/12/09

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)

Plaintiffs,)

vs.)

JAIREN L. HOWARD,)
COAD CHEVROLET, INC., AND)
COAD MOTORS, INC.)

Defendants.)

Case No. 0716-CV34007

Division 17

**PLAINTIFFS' FIRST SET OF INTERROGATORIES TO
DEFENDANT COAD CHEVROLET, INC.**

COMES NOW, Plaintiffs, by and through their attorneys of record, pursuant to the Missouri Rules of Civil Procedure 57.01 propound the following First Interrogatories to Defendant COAD Chevrolet, Inc.

INTERROGATORY NO.1:

Provide the following information for the individual responding to these interrogatories:

- (a) Name:
- (b) Date of birth:
- (c) Place of birth:
- (d) Social Security No.:
- (e) Operator's or Chauffeur's License No.:
- (f) State of issuance:

ANSWER:

INTERROGATORY NO.5:

Does Defendant COAD Chevrolet, Inc., have any indemnification agreements or other hold harmless agreements with General Motors Corporation wherein General Motors Corporation assumes obligations, pays judgments, or provides defense for COAD Chevrolet, Inc.?

Respectfully submitted,

LANGDON & EMISON

By: 

Robert L. Langdon - MB#23233

Adam W. Graves - MB#55190

911 Main Street, P.O. Box 220

Lexington, Missouri 64067

Telephone: (660) 259-6175

Facsimile: (660) 259-4571

blangdon@langdonemison.com

agraves@langonemison.com

ATTORNEYS FOR PLAINTIFFS

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

**PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT GENERAL MOTORS COPRORATION**

Plaintiffs, pursuant to Rule 58, Missouri Rules of Civil Procedure, propound the following First Request for Production Directed At Defendant General Motors Corporation.

INSTRUCTIONS

Please produce the documents, writings, drawings, graphs, charts, photographs, video, electronic records, and other data compilations herein requested within thirty (30) days of receiving this First Request For Production, at the law office of Langdon & Emison (911 Main Street, P.O. Box 220, Lexington, MO 64067), and permit the Plaintiff therein to inspect and copy. For each document, writing, drawing, graph, chart, photograph, video, electronic record, and data compilation, please produce complete, true and accurate copies of such.

PRELIMINARY STATEMENT

Please note that the following requests do not seek confidential communications between attorney and client nor the work product of GM's counsel. They seek only factual information wherever located.

DEFINITIONS

Plaintiff sets forth the following definitions of various words and phrases which are contained in the following requests for the purpose of clarifying the meaning of these words and phrases. These words and phrases will appear in bold text in the following requests:

Documents: This word refers to any material and/or any medium on which and/or by which information is recorded, including, without limitation, papers (of any kind or character), photographs, moving pictures, videotapes, and/or any method or medium by which information is utilized by computers, or in an electronic or magnetic format.

Subject Incident: Refers to the motor vehicle incident involving the **Subject Blazer** on or about September 17, 2006, as more fully alleged in Plaintiffs' Petition For Damages.

Subject Blazer: Refers to the 2001 Chevrolet Blazer automobile, VIN 1GNDDT13W31K231809, that caught fire on or about September 17, 2006.

Your Company: Refers to Defendant General Motors Corporation, including each and every department, subsidiary, foreign operation, division, office, agency or affiliate thereof. These words or phrases include any successor or predecessor firms or corporations, any parent corporations and holding companies with which the Defendant is associated, any subsidiaries or other companies which are owned in whole or in part by this Defendant, whether foreign or domestic. Finally, these words and phrases specifically include present and former officers, directors, agents, employees and any and all other persons, firms or corporations acting or purporting to act on behalf of this Defendant.

REQUESTS FOR PRODUCTION

1. Please produce complete, true, and accurate copies of General Motors Corporation's document retention policies (including hold orders) that encompass or pertain to

(a) the **Subject Blazer**, (b) the fuel storage system of the **Subject Blazer**, or (c) the fuel tank of the **Subject Blazer**.

2. Please produce complete, true, and accurate copies of General Motors Corporation's document retention policies (including hold orders) that encompass or pertain to the shielding of fuel tanks or the shielding of fuel storage systems.

3. Please produce complete, true, and accurate copies of hold orders that encompass or pertain to (a) the **Subject Blazer**, (b) the fuel storage system of the **Subject Blazer**, or (c) the fuel tank of the **Subject Blazer**.

4. Please produce complete, true, and accurate copies of General Motors Corporation's hold orders that encompass or pertain to the shielding of fuel tanks or the shielding of fuel storage systems.

5. Please produce a complete, true and accurate copies of documents, letters, correspondence and/or meeting minutes including attachments, presentations, and referenced documents and/or materials under the MINS database that contain any of the following words: leak; explosive; explode; explosion; fire; fires; gas; gas tank; gas tanks; gasoline; gasoline tank; gasoline tanks; fuel; fuel tank; fuel tanks; integrity; shield; shielding; puncture; punctures; compromise; tank within 50 words of shield; tanks within 50 words of shield; tank within 50 words of shields; tanks within 50 words of shields; tank within 50 words of shielding; tanks within 50 words of shielding; tank within 50 words of puncture; tanks within 50 words of puncture; tank within 50 words of punctures; tanks within 50 words of punctures; tank within 50 words of compromise; tanks within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of tanks; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words

of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; fires within 50 words of integrity; shield within 50 words of fire; shields within 50 words of fire; shielding within 50 words of fire; shield within 50 words of fires; shields within 50 words of fires; shielding within 50 words of fires; fuel within 50 words of integrity; tank within 50 words of integrity; tanks within 50 words of integrity; cost within 50 words of fuel; costs within 50 words of fuel; cost within 50 words of tank; cost within 50 words of tanks; costs within 50 words of tank; costs within 50 words of tanks; cost within 50 words of gas; costs within 50 words of gas; cost within 50 words of gasoline; costs within 50 words of gasoline; cost within 50 words of shield; costs within 50 words of shield; cost within 50 words of shields; costs within 50 words of shields; cost within 50 words of shielding; costs within 50 words of shielding; cost within 50 words of safety; costs within 50 words of safety; cost within 50 words of benefit; costs within 50 words of benefit; cost within 50 words of benefits; costs within 50 words of benefits; cost within 50 words of fire; costs within 50 words of fire; cost within 50 words of fires; shield within 50 words of puncture; shields within 50 words of puncture; shielding within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield.

6. Please produce a complete, true and accurate copies of documents, letters, correspondence and/or meeting minutes including attachments, presentations, and referenced documents and/or materials under the MINS-2 (or MINS2) database that contain any of the following words: leak; explosive; explode; explosion; fire; fires; gas; gas tank; gas tanks; gasoline; gasoline tank; gasoline tanks; fuel; fuel tank; fuel tanks; integrity; shield; shielding; puncture; punctures; compromise; tank within 50 words of shield; tanks within 50 words of shield; tank within 50 words of shields; tanks within 50 words of shields; tank within 50 words

of shielding; tanks within 50 words of shielding; tank within 50 words of puncture; tanks within 50 words of puncture; tank within 50 words of punctures; tanks within 50 words of punctures; tank within 50 words of compromise; tanks within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of tanks; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; fires within 50 words of integrity; shield within 50 words of fire; shields within 50 words of fire; shielding within 50 words of fire; shield within 50 words of fires; shields within 50 words of fires; shielding within 50 words of fires; fuel within 50 words of integrity; tank within 50 words of integrity; tanks within 50 words of integrity; cost within 50 words of fuel; costs within 50 words of fuel; cost within 50 words of tank; cost within 50 words of tanks; costs within 50 words of tank; costs within 50 words of tanks; cost within 50 words of gas; costs within 50 words of gas; cost within 50 words of gasoline; costs within 50 words of gasoline; cost within 50 words of shield; costs within 50 words of shield; cost within 50 words of shields; costs within 50 words of shields; cost within 50 words of shielding; costs within 50 words of shielding; cost within 50 words of safety; costs within 50 words of safety; cost within 50 words of benefit; costs within 50 words of benefit; cost within 50 words of benefits; costs within 50 words of benefits; cost within 50 words of fire; costs within 50 words of fire; cost within 50 words of fires; shield within 50 words of puncture; shields within 50 words of puncture; shielding within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield.

7. Please produce a complete, true and accurate copies of documents, letters, correspondence and/or meeting minutes including attachments, presentations, and referenced

documents and/or materials under the MINS-3 (or MINS3) database that contain any of the following words: leak; explosive; explode; explosion; fire; fires; gas; gas tank; gas tanks; gasoline; gasoline tank; gasoline tanks; fuel; fuel tank; fuel tanks; integrity; shield; shielding; puncture; punctures; compromise; tank within 50 words of shield; tanks within 50 words of shield; tank within 50 words of shields; tanks within 50 words of shields; tank within 50 words of shielding; tanks within 50 words of shielding; tank within 50 words of puncture; tanks within 50 words of puncture; tank within 50 words of punctures; tanks within 50 words of punctures; tank within 50 words of compromise; tanks within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of tanks; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; fires within 50 words of integrity; shield within 50 words of fire; shields within 50 words of fire; shielding within 50 words of fire; shield within 50 words of fires; shields within 50 words of fires; shielding within 50 words of fires; fuel within 50 words of integrity; tank within 50 words of integrity; tanks within 50 words of integrity; cost within 50 words of fuel; costs within 50 words of fuel; cost within 50 words of tank; cost within 50 words of tanks; costs within 50 words of tank; costs within 50 words of tanks; cost within 50 words of gas; costs within 50 words of gas; cost within 50 words of gasoline; costs within 50 words of gasoline; cost within 50 words of shield; costs within 50 words of shield; cost within 50 words of shields; costs within 50 words of shields; cost within 50 words of shielding; costs within 50 words of shielding; cost within 50 words of safety; costs within 50 words of safety; cost within 50 words of benefit; costs within 50 words of benefit; cost within 50 words of benefits; costs within 50 words of benefits; cost within 50 words of fire; costs within 50 words of fire; cost within 50 words of fires; shield within 50

words of puncture; shields within 50 words of puncture; shielding within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield.

8. Please produce a complete, true and accurate copies of documents, letters, correspondence and/or meeting minutes including attachments, presentations, and referenced documents and/or materials under the MINS-4 (or MINS4) database that contain any of the following words: leak; explosive; explode; explosion; fire; fires; gas; gas tank; gas tanks; gasoline; gasoline tank; gasoline tanks; fuel; fuel tank; fuel tanks; integrity; shield; shielding; puncture; punctures; compromise; tank within 50 words of shield; tanks within 50 words of shield; tank within 50 words of shields; tanks within 50 words of shields; tank within 50 words of shielding; tanks within 50 words of shielding; tank within 50 words of puncture; tanks within 50 words of puncture; tank within 50 words of punctures; tanks within 50 words of punctures; tank within 50 words of compromise; tanks within 50 words of compromise; shaft within 50 words of tank; shaft within 50 words of tanks; shaft within 50 words of puncture; shaft within 50 words of compromise; shaft within 50 words of fire; shaft within 50 words of gas; shaft within 50 words of gasoline; shaft within 50 words of fuel; fire within 50 words of integrity; fires within 50 words of integrity; shield within 50 words of fire; shields within 50 words of fire; shielding within 50 words of fire; shield within 50 words of fires; shields within 50 words of fires; shielding within 50 words of fires; fuel within 50 words of integrity; tank within 50 words of integrity; tanks within 50 words of integrity; cost within 50 words of fuel; costs within 50 words of fuel; cost within 50 words of tank; cost within 50 words of tanks; costs within 50 words of tank; costs within 50 words of tanks; cost within 50 words of gas; costs within 50 words of gas; cost within 50 words of gasoline; costs within 50 words of gasoline; cost within 50 words of

shield; costs within 50 words of shield; cost within 50 words of shields; costs within 50 words of shields; cost within 50 words of shielding; costs within 50 words of shielding; cost within 50 words of safety; costs within 50 words of safety; cost within 50 words of benefit; costs within 50 words of benefit; cost within 50 words of benefits; costs within 50 words of benefits; cost within 50 words of fire; costs within 50 words of fire; cost within 50 words of fires; shield within 50 words of puncture; shields within 50 words of puncture; shielding within 50 words of puncture; recall within 50 words of shaft; shaft within 50 words of tank; shield within 50 words of tank; fire within 50 words of shield.

9. Please produce Vehicle Safety Improvement Program (VSIP) reports, VSIP presentations, VSIP documents, and VSIP materials that discuss, pertain to, or regard the **Subject Blazer**, the fuel tank of the **Subject Blazer**, the fuel storage system of the **Subject Blazer**, fuel system integrity, post-collision fuel-fed fires, the shielding of fuel tanks, the shielding of fuel storage systems, and post-collision protection. This request includes but is not limited to any program that replaced the VSIP program.

10. Please produce GMUTS standards applicable to the **Subject Blazer**, post-collision protection, the fuel tank of the **Subject Blazer**, and the fuel storage system for the **Subject Blazer**, together with applicable portions of the legal reference manual.

11. Please produce General Motors Corporation's internal design and performance guidelines for the **Subject Blazer**.

12. Please produce the following documents or information: your computerized case inventory system (or Case Management Database System, sometimes referred to as "FAILUREA GM Information Management System"), including your "Virtual Partner Narratives", "Law Pack" or their current equivalents, wherein any of the following vehicles caught fire: **Subject**

Blazer, GMT 330, 1995-2005 Chevrolet Blazer, 1995-2005 Oldsmobile Bravada, 1995-2005 GMC Jimmy . This request includes, but is not limited to, matters coded as PL 7 (Post Collision Fuel Fire), PL23 (Fuel Tank Trucks), PL44 (Fuel Tank Vans), PL22 (Fuel tanks Opels & Corvettes), PL24 (Fuel Tanks Passenger Cars), EX (Explosion), PL 6 (Crashworthiness) and ID (Improper Design).

13. Please produce a complete, true and accurate copy of the March 2 (or March 3), 1964 organizational letter / memo authored by **Your Company's** then acting Truck Department Executive Engineer, Alex C. Mair, addressed to P.E. Hitch, et al., that identified major areas requiring new design.

14. Please produce a complete, true and accurate copy of the 1967 U.S. Department of Transportation (DOT) Fuel Tank Protection Study; Fairchild-Hiller.

15. Please produce complete, true and accurate copies of dated 1971 U.S. Department of Transportation (DOT) documents concerning and/or studies and/or assessments of automobile fuel system fire hazards.

16. Please produce complete, true, and accurate copies of all documents and materials (including but without limitation, all crash tests and accompanying documentation and material) produced by Defendant General Motors Corporation to the Plaintiff(s) in *Vilinis Jakobsons et al. v. General Motors Corporation, et al.*, No. 99L 07283 (Circuit Court of Cook County, Illinois, County Department); or in the alternative, please produce the case inventory management report for the same case.

17. Please produce complete, true and accurate copies of documents listed in **Your Company's** Ranger Database that relate to or discuss the protection or shielding of fuel tanks or fuel storage systems of a motor vehicle.

18. Please produce a complete, true and accurate copy of the following document:

Design Direction UPC 8, Automotive Fuel Tank Systems, Proposed Effective Date: 1971 Model Year [DD UPC 8 Model Year 1971].

19. For crash test 10762 performed and/or reviewed by Defendant General Motors Corporation, please produce complete, true and accurate copies of all crash test reports, supplemental crash test reports, photographs of the crash test, movies / videos of the crash test, crash test orders, crash test requests, crash test set-up sheets, reports on the conduct or results of the crash test, e-mails or other correspondence regarding the crash test, electronic transmissions regarding the crash test, summaries or reviews or engineering analysis of the crash test, crash test incident reports, meeting minutes referencing the crash test, and project files generated by the crash test.

20. Please produce complete, true and accurate copies of crash test reports, supplemental crash test reports, photographs of crash tests, movies / videos of crash tests, crash test orders, crash test requests, crash test set-up sheets, reports on the conduct or results of the crash tests, e-mails or other correspondence regarding the crash tests, electronic transmissions regarding the crash tests, summaries or reviews or engineering analysis of the crash tests, crash test incident reports, meeting minutes referencing crash tests, and project files generated by crash tests performed or reviewed by **Your Company** involving any of the following: **Subject Blazer**, GMT 330 motor vehicle, a 1995-2005 Chevrolet Blazer, 1995-2005 Oldsmobile Bravada, 1995-2005 GMC Jimmy.

21. Please produce the Case Inventory Management Reports for claims, non-in-suit matters, and lawsuits concerning where any of the following motor vehicles caught fire: **Subject Blazer**, GMT 330, 1995-2005 Chevrolet Blazer, 1995-2005 GMC Jimmy, 1995-2005

Oldsmobile Bravada.

22. Please produce all correspondence between **Your Company** and customers of Chevrolet, GMC, and Oldsmobile regarding recall number 96V234000.
23. Produce the engineering drawings for the following components of the **Subject Blazer**:
 - (a) Fuel lines;
 - (b) Fuel tank;
 - (c) Fuel Storage System;
24. Produce the layout drawings for the fuel system routing from the fuel tank to the engine for the GMT 330.
25. Produce a copy of the Product Program Book for each year production year of the following: **Subject Blazer**, GMT 330, 1995-2005 Chevrolet Blazer, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
26. Produce a copy of the Guide to FMVSS Regulations that relate to FMVSS number 301.
27. Produce copies of any and all documents which reflect the results of evaluations or in-house assessments of **Your Company's** testing of the **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, and 1995-2005 Oldsmobile Bravada for compliance with FMVSS number 301.
28. Produce copies of any and all Safety Goals Reports proposed by Program Engineers or other entities regarding the following: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
29. Produce copies of any and all Safety Goals Reports presented to the Vice

President of Environmental Activities Staff, the Safety Review Board, Automotive Safety Technical Committees, General Technical Committee, Program Policy Group, Fuel System Coordination Committee, Chief Engineers Council, NAO Safety Center Council, NAO Strategy Board, Vehicle Technical Direction Group, NAO Design and Engineering Council and Chief Engineering Committee regarding any of the following: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

30. Produce copies of the Safety Performance Reports for the following: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

31. Produce a copy of the full size Body in White drawing for the **Subject Blazer**.

32. Produce copies of all written documents that show or depict the division or divisions within **Your Company** having overall design responsibility for the fuel system in the following: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

33. Produce a copy of the Orange Books in effect at the time the **Subject Blazer** was manufactured. The request includes but is not limited to the Orange Book entitled "General Motors Automotive Defect Analysis Procedure Manual" and the Orange Book that sets out the design responsibilities of each lead division.

34. Produce copies of the Design Failure Mode Analysis and the Failure Mode and Effect Analysis for the fuel system of the following: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

35. Produce copies of all Design Logs for the fuel system and fuel system components utilized in the following: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330,

1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

36. Produce all photographs, videotapes, movies, or other electronic media which include:

- (a) **Subject Blazer;**
- (b) The scene of the Subject Incident;
- (c) The Plaintiffs or their decedent;
- (d) The Subject Incident; or,
- (e) Any accident reconstruction of the Subject Incident.

37. Produce a copy of the following:

- (a) The original factory invoice for **Subject Blazer;**
- (b) The manufacturer's certificate of origin for the **Subject Blazer**, and/or,
- (c) Any other documents reflecting the sale of **Subject Blazer** by any person and/or entity to any person and/or entity.

38. Produce a copy of all documents reflecting warranty work, repair work, damages, modifications, dealer installations, and inspections performed on **Subject Blazer**.

39. Produce the Product Description Manual for 2001 Chevrolet Blazer.

40. Produce all petitions and complaints (and amended if any), police photographs, and police reports, relating to claims, notices of claims or lawsuits, wherein any of the following vehicles have caught fire: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

41. Produce any documents received from the Department of Transportation (DOT) or National Highway Traffic Safety Administration (NHTSA) regarding potential safety hazards from a compromise in the fuel tank of a GM vehicle.

42. Produce all Requests for Engineering Action or Engineering Change Order Requests for the fuel tank of any of the following vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
43. Produce the test procedure, test number, test reports, and results of all underbody clearance tests conducted on any of the following vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
44. Produce a copy of the memo entitled, "Value Analysis of Auto Fuel Fed Fires Related to Fatalities" authored by E.C. Ivey and dated June 29, 1973, including any memos, correspondence, interviews, affidavits or other written documents by whatever name called that discuss said memo and circumstances that caused said memo to be created. Said request includes but is not limited to these documents released by the trial court in the case of McGee versus G.M., case number 92-23582 (25) in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County.
45. Produce a copy of the current Elwell Documents Privileged Communications and Work Product Materials Index.
46. Produce copies of the personal files of the engineer(s) in charge and who had release responsibility for the fuel system of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
47. Produce a copy of **Your Company's** Product Compliance Program Manual.
48. Produce copies of all meeting minutes, memos, studies, reports or other documents by whatever name called generated by **Your Company's** Product Problem Evaluation Committee regarding alleged problems with the fuel system of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy,

1995-2005 Oldsmobile Bravada.

49. Produce copies of all VF files from the Collision Performance Injury Reports (CPIR) database for the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

50. Produce copies of all FARLIB reports, memos, and studies that discuss any of the following: automotive fires, fuel fed fires, fire statistics, fuel systems integrity, fuel tank shielding, fuel tank location, side impact, side impact crashworthiness, the **Subject Blazer**, the 1995-2005 Chevrolet Blazer, the GMT 330, the 1995-2005 GMC Jimmy, the 1995-2005 Oldsmobile Bravada. Said request to cover the period of time from 1970 to September 17, 2006.

51. Produce a clear and legible copy of Advanced Product Engineering Memorandum Report No. 61-224 entitled, "Fuel Tank Investigation" dated February 14, 1972 and authored by R.E. Beinke.

52. Produce a clear and legible copy of Safety Research & Development laboratory Report No. ASA 3077 entitled "Fires and Fuel Leaks in Automotive Accidents", authored by R.E. Boak.

53. Produce a clear and legible copy of Environmental Activities Publication No. A-3177 entitled, "General Motors and Fuel System Collision Fires", dated December 16, 1974.

54. Produce copies of all internal memoranda, test records, test reports, studies, presentations (including slides, photographs and films), meeting minutes, reports, statistical analysis, cost/benefit analysis or other written documents authored by James R. (Jim) Nelander or prepared under the direction of Nelander which in any way concern the risk of fires in GM vehicles. Said request to cover the period of time from 1975 to the date of the incident made the basis of this lawsuit.

55. Produce copies of any and all reports of investigations of vehicle fires that occurred at the GM Proving Grounds or other GM test facilities. Said request to cover the period of time from 1970 to the date of the incident made the basis of this lawsuit.

56. Produce copies of all written notes, reports, studies, memos or other written documents by whatever name called including meeting presentations generated by Your Company's employee Paul Mutty regarding surveys or wrecked vehicles, fuel-fed fires, and fuel tank location. Said request to cover the period of time from 1970 to the date of Mr. Mutty's retirement.

57. Produce copies of depositions and trial transcripts of testimony by E.C. Ivey in lawsuits where General Motors was a defendant.

58. Produce the minutes of the October 12, 1971, General Technical Meeting which discusses a presentation by W. G. Cichowski entitled "Defense of Product Liability Fire Cases."

59. Produce the presentation or report by Fred Abner at the November 12, 1981, meeting of the Fuel System Technical Committee.

60. Produce any "Design" Directives pertaining to the fuel system on the 2001 Chevrolet Blazer.

61. Produce any "Design" checklist pertaining to the fuel system of the following: Subject Blazer, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

62. Produce the portions of the Product Description Manual which depict the fuel system components for the following vehicles: Subject Blazer, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

63. Produce meeting minutes of the following committees, groups or sub-groups (or

their predecessors or successors) which refer to "Fuel System Integrity" of the Subject Blazer, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile

Bravada:

- (a) Executive Committee;
- (b) Vehicle Safety Improvement Committee;
- (c) Production Evaluation Group;
- (d) Advance Design Group;
- (e) Technical Planning Committee;
- (f) Financial Committee;
- (g) Fuel System Coordinating Committee;
- (h) Public Affairs Group;
- (i) Engineering Analysis;
- (j) Fuel Product Engineering Group;
- (k) Vehicle Analysis Group;
- (l) Engineering Policy Group;
- (m) Product Policy Group;
- (n) Safety Review Board;
- (o) General Technical Committee;
- (p) Automotive Safety Sub-committee;
- (q) Crashworthiness Group in Engineering Analysis.

The above committees, groups or sub-groups are designated with as much certainty as reasonably possible. The scope of this Request includes any other committees, groups or sub-groups with substantially the same name.

64. Produce all Collision Performance Injury Reports including all attachments to said Reports, for the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
65. Produce all 1241 Reports including all attachments to said Reports for the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
66. Produce any document which refers to a "failure mode" analysis or review concerning a compromise or leak in the fuel tank of any of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
67. Produce all studies, tests or reports which refer to a fuel tank shield on any GM vehicle.
68. Produce minutes of the Fuel System Technical Committee on or about November 13, 1984.
69. Produce all documents which were reviewed or considered in the "CPE Field Survey" referred to in the meeting minutes of the Fuel System Technical Committee dated on or about November 13, 1984.
70. Produce all collision performance injury reports (CPIR's), including all attachments to said reports, which refer or discuss fuel tank punctures or leaks.
71. Produce all collision 1241 reports, including all attachments to said reports, which refer or discuss fuel tank punctures or leaks.
72. Produce the factory invoice and build sheet for the **Subject Blazer**. Include all other records that list the Regular Production Option (RPO) codes.

73. Please provide the parts list and Product Assembly Drawings (PADS) used to build the fuel system installed in the **Subject Blazer**.
74. Provide a list of all Serious Quality Incidents (SQI) found pertaining to the fuel system and fuel system components installed in any of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
75. Please provide all documentation from GM's Quality Reliability and Competitive Operations Implementation (QRCOI) program pertaining to the fuel system and fuel system components installed in any of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
76. Please provide all documentation from GM's Global Delivery Survey program pertaining to the fuel system and fuel system components installed in any of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.
77. Provide a complete index of the documents that are maintained in the SASI index.
78. Provide access to the SASI index and corresponding documents.
79. Provide a complete index of the documents that are maintained in the Field Accident Review Library (FARLIB).
80. Provide a copy of the CPIR Case Selection Criteria, 1975 through 2007.
81. Provide a copy of all versions of the SAS CPIR Codebook.
82. Provide a copy of all versions of GM's Collision Performance and Injury Report Reference Manual.

83. Provide a complete list of all entries in the VF log, a sub-index of the CPIR index, maintained by the Legal Staff at GM.

84. Provide a complete list of all CPIR[s] pertaining to the following: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

85. Provide the complete PCFFF document index.

86. Provide all documents listed in the PCFFF index.

87. Please provide any guides relating to fuel tanks designed, manufactured, purchased or tested by or on behalf of GM.

88. Please provide any and all documents, including but not limited to material standards, weld standards, engineering standards, engineering practices, design standards, engineering specifications and requirements for the **Subject Blazer's** fuel system and fuel system components.

89. Please provide the correct parts numbers and corresponding engineering drawings for the following fuel system components installed in the **Subject Blazer**. The drawings should include all assembly, manufacturing and piece part drawings.

- a. Fuel Tank;
- b. Fuel Filler Neck;
- c. Fuel Cap;
- d. Fuel Feed Pipes;
- e. Fuel Feed Hoses;
- f. Fuel Return Pipes;
- g. Fuel Return Hoses;

- h. Fuel Vapor Pipes;
- i. Fuel Vapor Hoses;
- j. Fuel Sending Unit;
- k. Fuel Pump;
- l. Fuel Filter; and
- m. Shields for the Fuel Tank.

90. If GM purchases any of the fuel system components identified in the previous request from vendors, whether internal or external, please provide the name of the vendors and all the documentation sent to the vendors pertaining to GM requirements for the design, manufacturing, assembly and testing of the various fuel system components.

91. Please provide any and all illustration layouts, installation layouts, truck layouts or other layouts, other than the Product Assembly Drawings, for the fuel system installed in the **Subject Blazer**.

92. Please provide a complete list of all engineering change requests, engineering change recommendations, design orders, material change requests and any other documents that describe revisions or requests for revisions to the design of any of the following fuel system components installed in the **Subject Blazer**:

- a. Fuel Tank;
- b. Fuel Filler Neck;
- c. Fuel Cap;
- d. Fuel Feed Pipes;
- e. Fuel Feed Hoses;
- f. Fuel Return Pipes;

- g. Fuel Return Hoses;
- h. Fuel Vapor Pipes;
- i. Fuel Vapor Hoses;
- j. Fuel Sending Unit;
- k. Fuel Pump;
- l. Fuel Filter; and
- m. Shields for the Fuel Tank.

93. Please provide all service procedures, technical service bulletins (TSB), and special procedures related to the fuel system of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

94. Provide all Corporate Product Performance Objective (CPPO) documents or similar documents relating to the crashworthiness, occupant protection, and fuel system integrity of the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

95. Please provide all patents or list of patents issued to or assigned to GM regarding fuel systems, fuel system components, and shields of fuel tanks.

96. Please provide all of the depositions given by the following in which they testified about and/or in cases involving post collision fuel fed fires, fuel system integrity, and/or fuel tank protection:

- a. Ronald Elwell;
- b. Dan Forrester;
- c. William Chicowski;

- d. Tom Stacey;
- e. James Nelander;
- f. Joachim Engel;
- g. Paul Mutty;
- h. Dennis Himmler;
- i. Roy Nagel;
- j. Vincent Marsala; and
- k. Raymond Hollinger.

97. Please provide all FMVSS 301 and 302 certification documentation for the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

98. Please produce all crash test reports, crash test videos, crash test photos, crash test requests, crash test data performed on the following motor vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

99. Please provide all TIR's pertaining to the fuel system installed in the following vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

100. Please provide any and all documents related to trouble reports, assembly problems, defect investigations, government inquiries, product problems and the like related to problems or concerns with the fuel system and fuel system components installed in the following vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

101. Please provide any and all documents related to any recalls, field campaigns,

owner notification programs and warranty claims related to problems and concerns with the fuel system and fuel system components installed in the following vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada.

102. Please provide any customer complaints, 1241's and CPIR's regarding problems or concerns with the fuel system and fuel system components installed in the following vehicles: **Subject Blazer**, 1995-2005 Chevrolet Blazer, GMT 330, 1995-2005 GMC Jimmy, 1995-2005 Oldsmobile Bravada. Include any response or correspondence from GM regarding the complaint.

103. Provide any and all comments submitted by GM to the National Highway Transportation Safety Administration (NHTSA) regarding proposed rulemaking for FMVSS 301 and 302.

Respectfully submitted,

LANGDON & EMISON

By

Domus

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 13th day of February, 2008, upon:

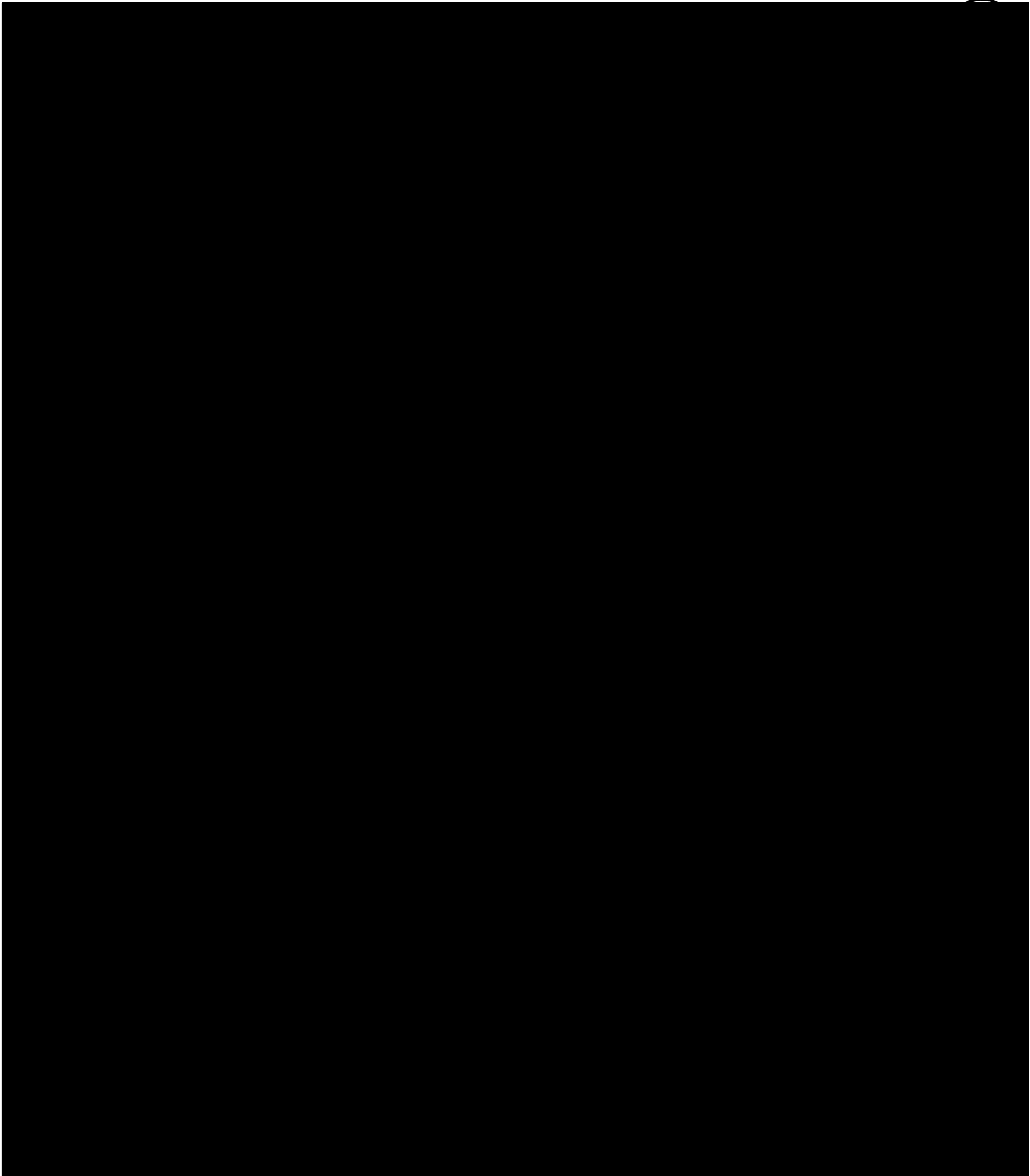
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Jarien Howard
Jackson County Jail
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Kansas City, MO 64106

Domus
Attorneys for Plaintiff



MEDICAL RECORD

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

RICARDO JAIVER GALVEZ,

PLAINTIFF(S),

**CASE NO. 0716-CV34007
DIVISION 17**

VS.

GENERAL MOTORS CORPORATION,

DEFENDANT(S).

**NOTICE OF CASE MANAGEMENT CONFERENCE FOR CIVIL CASE AND ENTRY
OF PRETRIAL ORDER NO. 1 FOR CIVIL CASES**

NOTICE IS HEREBY GIVEN that a Case Management Conference will be held with the Honorable Jack R. Grate, in Division 17 **12-MAR-2008 at 08:45 AM**. All Applications for Continuance of a Case Management Conference should be filed on or before Wednesday of the week prior to the case management setting. Applications for Continuance of a Case Management Conference shall comply with Supreme Court Rule and 16th Cir. R. 34.1. Continuance of a Case Management Conference will only be granted for good cause shown because it is the desire of the Court to meet with counsel and parties in all cases within the first 4 months that a case has been on file.

A lead attorney of record must be designated for each party as required by Local Rule 3.5.1. A separate pleading designating the lead attorney of record shall be filed by each party as described in Local Rule 3.5.2 with the first pleading filed in the case by that party. If a pro se party or a lead attorney changes any of the information contained in the Designation of Lead Attorney filed in a case that pro se party or attorney shall file a Notice of Change of Address in compliance with Local Rule 21.9. Civil Records will not update changes regarding pro se parties or attorney information from answers or other pleadings. The Designation of Lead Attorney pleading shall contain the firm name, mailing address, phone number, FAX number and E-mail address of the attorney who is lead counsel.

At the Case Management Conference, counsel should be prepared to address at least the following:

- a. A trial setting;
- b. Expert Witness Disclosure Cutoff Date;
- c. A schedule for the orderly preparation of the case for trial;
- d. Any issues which require input or action by the Court;
- e. The status of settlement negotiations.

MEDIATION

The parties are ordered to participate in mediation pursuant to Supreme Court Rule 17. Mediation shall be completed within one hundred fifty (150) days after service of process on all defendants has been made. Each party shall personally appear at the mediation and participate in the process. In the event a party does not have the authority to enter into a settlement, then a representative of the entity that does have actual authority to enter into a settlement on behalf of that party shall also personally attend the mediation with the party.

The parties shall confer and select a mutually agreeable person to act as mediator in this case. If the parties are unable to agree on a mediator the court will appoint a mediator at the Case Management Conference.

Each party shall pay their respective pro-rata cost of the mediation directly to the mediator.

IT IS HEREBY ORDERED that the parties shall comply with Pretrial Order No. 1 for Civil Cases which is available on the Court's Web Site.

29-NOV-2007

Date

JACK R. GRATE, CIRCUIT JUDGE

I hereby certify that copies of the foregoing were duly mailed on **29-NOV-2007**

to:

ROBERT C SULLIVAN, LANGDON EMISON ET AL LLC, 911 MAIN ST, P O BOX 220,
LEXINGTON, MO 64067

GENERAL MOTORS CORPORATION

Teresa L. York, Court Administrator

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

PRETRIAL ORDER FOR ALL CIVIL CASES

PRETRIAL ORDER NO. 1

The above case has been assigned to Division 17, and the Court has determined that a Pretrial Order setting forth procedures to be followed in Division 17 will assist the parties in preparing and presenting the case to the Court and/or Jury, the Court hereby enters the following Pretrial Order:

DISCOVERY ISSUES

- 1) **No written discovery motions are to be filed** until after counsel has made the efforts to resolve the dispute required by Local Rule 33.5. The Court will not rule on discovery motions until after counsel has arranged for a telephone conference, or conference in chambers, between the Court and Counsel of record. Counsel may schedule telephone conferences, or conferences in chambers, by contacting the Judicial Administrative Assistant in **Division 17** at **(816) 881-4417**, to schedule the date and time of the conference.
- 2) When a discovery dispute requires a motion to enforce discovery to be filed by a party, the party shall comply with Local Rule 33.5.
- 3) In situations where a party has objected to the disclosure of documents or information on the basis that it is protected by the attorney/client privilege, the insurer/insured privilege, some other privilege, or it's work product, the objecting party shall file and serve on each other party, a Privilege Log identifying each document or other item, or the other information sought to be protected, by author, date, purpose for which the information was created and a sufficient description of the subject matter for the other parties and for the Court to be able to determine whether or not the document or information is in fact not subject to disclosure, *State ex rel. The Atchison, Topeka And Santa Fe Railway Company v O'Malley*, 898 S.W.2d 550 (Mo.banc 1995). The Privilege Log shall be in the form required by the Court, which is posted on the Division 17 portion of the 16th Judicial Circuit Court home page, located at www.16thcircuit.org. Within ten (10) days after filing and service of the Privilege Log on each other party, counsel of record and any unrepresented parties shall meet and discuss the documents that are claimed to be privileged for the purpose of making such agreements as are possible regarding disclosure or nondisclosure of the documents. If there are documents with regard to which the parties cannot agree on disclosure or nondisclosure, then a conference shall be scheduled with the Court to discuss the contested documents.
- 4) The Court will, in proper cases, upon it's own motion or the motion of a party, appoint a special master or discovery commissioner to preside over discovery. The order appointing such a special master or discovery commissioner will designate an appropriate cost deposit to be paid by one or more of the parties, in trust, to the Court Administrator to assure that the special master or discovery commissioner is compensated in a timely manner for services rendered in

presiding over discovery. *State ex rel. Madlock v O'Malley*, 8 S.W.3d 890 (Mo 1999).

RULING OF MOTIONS

- 5) It is the policy of Division 17 to attempt to rule all motions promptly upon their becoming ripe for ruling unless justice requires a delay in ruling upon the motion. If a motion is ripe, but has not been ruled, the Court requests that counsel bring that to the attention of the Division 17 law clerk so that the Court is aware that the motion has not been ruled.

TRIAL SETTINGS

- 6) At the Case Management Conference the Court will enter an order scheduling the matter. If the trial date is selected by the parties at a Case Management Conference the Court will be very reluctant to continue the case. Good cause will be required to continue a trial setting selected by the parties.
- 7) With regard to the top 3 cases on the docket as of 2:00 p.m. on the Friday prior to the docket, Counsel and the parties are required to appear at 9:00 a.m. on the trial date, prepared to begin trial on the date that the case is scheduled for trial. All witnesses shall be available.

CONTINUANCE OF A TRIAL SETTING

- 8) Continuances from a trial date selected by the parties may be granted for good cause shown, or upon agreement of the parties with Court approval. Continuances will rarely be granted if the parties selected the court date.
- 9) All applications for continuance shall be filed on or before Wednesday of the week prior to the trial setting. Applications for Continuance shall comply with Supreme Court Rule 65 and 16th Cir. Rule 34.1 and 34.4.
- 10) It is the Court's policy to rule on all Applications for Continuance that have been timely filed, providing they have been received in the Division before 5:00 p.m. on the Wednesday prior to the trial setting. The Court's Judicial Administrative Assistant will attempt to advise counsel whether or not a continuance has been granted by 5:00 p.m. on the Thursday prior to the trial setting. Assume that if a continuance has not been expressly granted, it is denied.
- 11) When a continuance has been granted, the Court will enter an Order scheduling the matter for an additional Case Management Conference. All counsel familiar with the status of the case, the settlement efforts that have occurred, any remaining issues that require Court attention, and the availability and calendar of trial counsel, are required to attend. At the Case Management Conference, counsel should be prepared to address at least the following:
 - a. A new trial setting;
 - b. Any issues which require input or action by the Court;
 - c. The status of settlement negotiations; and
 - c. Whether or not the Court should order mediation or other dispute resolution.
 - d. Discovery.

PRETRIAL CONFERENCES

- 12) A Pretrial conference will generally be set at the Case Management Conference. Additional Pretrial conferences may be scheduled by calling Cheryl Raines, the Judicial Administrative Assistant for Division 17 at (816) 881-4417. Pretrial conferences should be scheduled by conference call involving all counsel of record for all parties, unless all parties have previously agreed to at least three suggested times and dates. In such cases the attorney contacting the Judicial Administrative Assistant should be familiar with the schedule of all counsel so that a mutually convenient time can be arranged.
- 13) Pretrial conferences are encouraged by the Court regarding issues on which the Court can be of assistance to the parties.

PRETRIAL ISSUES

- 14) **Dispositive Motions.** All Dispositive motions shall be filed as least sixty (60) days prior to the date of the trial, unless by statute or court rule, they must be filed at an earlier time.
- 15) **Identification of Designated Portions of Depositions to be Read.** The parties shall file an identification of any designated portion(s) of depositions to be read or shown to the jury at least five (5) days before the trial date. Counter designations and objections to any designated portion(s) of depositions to be read or shown to the jury shall be filed on the Friday before the case is scheduled for trial. Failure to comply will likely lead to exclusion of the evidence.
- 16) **Pretrial Motions.** The parties shall file any motions in limine, and any trial briefs with the Court and the opposite party, at least twenty (20) days before the trial date.
- 17) **Jury Instructions.** Each party who has the burden of proof on a claim or defense shall deliver proposed jury instructions to the Court and to the other parties on the Friday prior to the commencement of the trial. Proposed converse or responsive jury instructions shall be delivered to the Court the morning after receiving the other party's proposed jury instructions. Proposed jury instructions shall be provided to the Court in hard copy (both clean and with citations of authority) and electronically, either by attachment to an e-mail to the Division Law Clerk, or on a floppy disc/cd. Plaintiff shall also provide a proposal for the numerical order that the instructions should be read to the jury. The Court requires that the electronic copy of the proposed jury instructions be provided in Microsoft Word format, which is the state standard required by the Missouri Supreme Court. WordPerfect format will no longer be accepted.
- 18) **Exhibits Shall Be Marked Prior to Trial.** The parties on cases in the top 3 cases for trial shall be responsible for providing the Court Reporter with an Exhibit List no later than 3:30 p.m. on the Friday before the trial week. This Exhibit List may be faxed to the Court Reporter at (816) 881-4693. The Exhibit List for Division 17 shall be in the form required by the Court which is posted on the Division 17

portion of the 16th Judicial Circuit Court home page, located at www.16thcircuit.org. The parties shall mark all of their exhibits prior to the beginning of the trial. The parties shall meet with the Court Reporter on the morning of the trial date to verify that all exhibits have been marked and that the Court and the Court Reporter have an accurate Exhibit List prior to the commencement of jury selection. Exhibits shall be marked in numerical order as required by Local Rule 24.1, with the Plaintiff's exhibits being marked first, and then each other party's exhibits shall be marked. The numbers for a Defendant's exhibits shall begin with a number sufficiently larger than where the Plaintiff's numbers end to allow for Plaintiff to mark additional exhibits during trial. Defendants shall mark their respective exhibits in the order that they are named in the Petition. *Designation of exhibits as A, B, C, etc., is not permitted.*

- 19) **Witness List.** The parties on cases in the top 3 cases for trial shall be responsible for providing the Court Reporter with a Witness List no later than 3:30 p.m. on the Friday before the trial week. This Witness List may be faxed to the Court Reporter at (816) 881-4693. The Witness List shall be in the form required by the Court which is posted on the Division 17 portion of the 16th Judicial Circuit Court home page, located at www.16thcircuit.org. The purpose of the Witness List is to enable the Court Reporter to put all names into the data base for the record being made by the Court Reporter. It is not necessary that the Witness Lists required by this order be exchanged between the parties.
- 20) Any document, object or thing that will be referred to in the course of the trial shall be marked as an exhibit before it is referred to in the evidence. This includes demonstrative exhibits or aids that will be referred to at any time, whether or not they will actually be offered into evidence.
- 21) **Proper Dress for Court.** The Court En Banc has adopted a policy regarding proper dress for Court. This policy is stated on the summons. Counsel shall advise the party they represent, and witnesses that party intends to call in the case, of the Court En Banc's policy regarding proper dress for Court.

JACK R. GRATE
Circuit Judge

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

ATTORNEYS AND COUNSELORS

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April 13, 2009

Via Electronic Mail and Certified Mail

Mr. Robert Sullivan
Mr. Robert Langdon
Langdon and Emison
The Eagle Building
P.O. Box 220
Lexington, Missouri 64067-0220

Re: [REDACTED]
and [REDACTED] General Motors Corporation and Jairen L. Howard, Cause No. 0716 CV34007, Division 17, in the Circuit Court of Jackson County, Missouri, at Independence

Gentlemen:

I am writing in follow up to my letter of April 3, 2009 and to comply with Judge Grate's Order of April 2, 2009 with regard Plaintiffs' Motion for Enforcement of Discovery.

As confirmed in my letter, the parties agreed that in addition to addressing the Judge's specific ruling with regard to Request No. 3 of Plaintiffs' Second Set of Requests for Production, General Motors had certain supplementation requirements for the other "pending" discovery requests. First, we agreed that no supplementation was required with regard to Plaintiffs' First Set of Requests for Production because those requests were withdrawn by Plaintiffs' per an agreement reach back in May of 2008. Second, we agreed that no supplementation is required for Plaintiffs' Fifth Set of Requests for Production given Judge Grate's ruling on January 12, 2009. Third, with regard to the remaining, pending discovery requests (Plaintiffs' first three sets of interrogatories and Sets 2, 3, 4, 6, 7, 8 and 9 of Plaintiffs' Requests for Production) we agreed that General Motors needed to review each individual request to identify those where information on "filler neck check valves" and/or "fuel tank shielding" was specifically requested. For each request found, General Motors would need to supplement the current response using the two new vehicle scopes delineated in Judge Grate's Order, if General Motors originally refused to produce materials or provide information based on a vehicle scope objection.

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

Mr. Robert C. Sullivan
Langdon and Emison
April 13, 2009
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We have now reviewed all pending discovery requests to identify those where information on "filler neck check valves" and/or "fuel tank shielding" was specifically requested. Each request found is listed below along with an explanation of whether further supplementation is required and forthcoming:

Plaintiffs' First Set of Interrogatories

No specific requests for information on filler neck check valves or fuel tank shielding.

Plaintiffs' Second Set of Interrogatories

No specific requests for information on filler neck check valves or fuel tank shielding.

Plaintiffs' Third Set of Interrogatories

Interrogatory Number 1: Does not specifically ask about a filler neck check valve, but instead asks for some sort of valve related to the feed or return lines. Regardless, even if you were intending to ask about a filler neck check valve, we did not limit our initial response in any way based on a vehicle scope objection. Therefore, no additional supplementation is needed to comply with Judge Grate's Order.

Interrogatory Number 2: Does not specifically mention the term "filler neck check valve" but does ask about a device (arguably a check valve even though the specific words are not used) to cut off the flow of fuel should the filler pipe become detached from the tank. The question is limited to the specific Blazer involved in this accident and what type of device, if any, was on the subject vehicle. We provided a detailed response and did not object based on vehicle scope; therefore, no additional supplementation is needed to comply with Judge Grate's Order. Nevertheless, you recently sent an email asking for more detail on the inlet check valve that was on the subject vehicle; therefore, GM has voluntarily chosen to supplement this response with some additional information on the valve that may be of assistance to you. See attached.

Interrogatory Number 3: Does not specifically address shielding of the fuel tank. However, it is limited to the vehicle involved in this accident. GM's response described the heat shield that was on our vehicle. We did not object based on vehicle scope; therefore, no additional supplementation is needed to comply with Judge Grate's Order.

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

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April 13, 2009
Page 3

None of the remaining interrogatories in this set specifically request information on filler neck check valves or fuel tank shielding; therefore, no additional supplementation is needed to comply with Judge Grate's Order.

Plaintiffs' First Set of Requests for Production

Withdrawn by Plaintiffs prior to Judge Grate's Order. The parties agree no supplementation is required.

Plaintiffs' Second Set of Requests for Production

Request Numbers 1 and 2: These two ask for copies of document retention policies and hold orders. Since the words "shields" and "shielding for fuel tanks" do appear in the requests, I have listed these two in the letter. However, in our original responses GM did not object or refuse to produce anything based on vehicle scope (e.g. the steel tank vs. plastic tank differences in the GMT 330 program). Accordingly, no further supplementation is required to comply with Judge Grate's Order.

Request Number 3: This is the request that was specifically addressed in your motion and in the Judge's Order. We have supplemented our response per the Court's Order and we have gathered the documents for production. As I discussed with Bob Langdon a few minutes ago, due to the holiday break I could not get them labeled and copied in time to produce today, but I should have them very shortly.

Request Numbers No. 4, 5, 6 and 7: These are extremely lengthy requests. They don't ask for specific documents or information. Instead you provide laundry lists of search terms and connectors you wanted GM to use to run searches in the four MINS databases you listed. Since a few of the proposed searches in the laundry lists include the words "shields and shielding," I have included these in my letter. If you look at our responses; however, we objected purely on relevance and burden grounds and to the concept of asking us to run database searched instead of specifically asking for documents. GM did not object or refuse to produce anything based on vehicle scope (the steel tank vs. plastic tank differences). In fact, in the original response, we referred you to documents provided from the *Ligas* production which were documents found using searches for 1995-2005 vehicles. Accordingly, no additional supplementation is needed to comply with Judge Grate's Order. Nevertheless, I asked General Motors to go ahead and run searches in each of these databases using the terms "GMT 330" and "shielding" to see what additional materials might exist. As it turns out, only one document about shields used in the process of painting the vehicles (clearly not relevant) was located. See

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our supplemental responses attached hereto which refer you to the meeting minutes we produced at Bates: 77631-78183.

Request Number 9: This request asks for VSIP documents relating to the fuel system, shielding of the fuel tank and post collision fires of the "Subject Blazer" defined by you as the 2001 Blazer involved in this incident. We referred you back to the documents produced in response to Request No. 8, a more global request for the same information. See Bates Nos. 88307-88409. Both requests were limited to the vehicle involved in this accident. We did not object based on vehicle scope; therefore, no additional supplementation is needed to comply with Judge Grate's Order.

None of the remaining requests in this set specifically request information on filler neck check valves or fuel tank shielding; therefore, no additional supplementation is needed to comply with Judge Grate's Order.

Plaintiffs' Third Set of Requests for Production

No specific requests for information on filler neck check valves or fuel tank shielding.

Plaintiffs' Fourth Set of Requests for Production

No specific requests for information on filler neck check valves or fuel tank shielding.

Plaintiffs' Fifth Set of Requests for Production

No specific requests for information on filler neck check valves or fuel tank shielding. Regardless, we filed a Motion for Protective Order. It was granted and Judge Grate entered an order saying we do not need to respond to these requests.

Plaintiffs' Sixth Set of Requests for Production

No specific requests for information on filler neck check valves or fuel tank shielding.

Plaintiffs' Seventh Set of Requests for Production

Request Number 114: This request asked for modeling information for a specific shield utilized as a fix for a recall on certain 1995-96 S/T vehicles due to prop shaft/fuel tank contact. GM objected on general relevance grounds since the subject Blazer was not part of the recall and

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since you have not alleged prop shaft impact with the tank occurred in this case. Since one could argue this objection was based partly on vehicle scope, we are supplementing this response to comply with Judge Grate's Order. See attached.

Request Number 128: This is the only request in this set that has any specific reference to shielding or check valves. It asked us to run specific searches on our Post Collision Fuel Fed Fire Database and to give them the KWIC printouts to review. We objected on several grounds including the fact that there is not a database called the "Post Collision Fuel Fed Fire Database." We did object or refuse to produce anything based on vehicle scope (the steel tank vs. plastic tank differences). Therefore, no additional supplementation should be required to comply with Judge Grate's Order.

None of the remaining requests in this set specifically request information on filler neck check valves or fuel tank shielding; therefore, no additional supplementation is needed to comply with Judge Grate's Order.

Plaintiffs' Eighth Set of Requests for Production

No specific requests for information on filler neck check valves or fuel tank shielding.

Plaintiffs' Ninth Set of Requests for Production

No specific requests for information on filler neck check valves or fuel tank shielding.

Plaintiffs' Tenth Set of Requests for Production

The responses to these requests were not due until after the Judge's Order. Nevertheless, we treated these as "pending requests" and complied with the Court's rulings on vehicle scope, to the extent applicable, in the responses we served on Thursday, April 9.

I trust that this letter and the supplemental discovery responses attached are helpful and self-explanatory. Should you have any questions or should you feel we have not complied with the Court's order in any way, please call me at 214-346-3713. I will be happy to work with you to resolve any concerns.

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

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Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Cox', with a large, stylized flourish at the end.

Jeffrey J. Cox

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

RICARDO JAIVER QUIROZ GALVÉZ,)
ELIZABETH PADILLA SANDOVAL,)
GERARDO M. LOERA,)
ARACELI OCAÑA HERNANDEZ,)

Plaintiffs,)

vs.)

GENERAL MOTORS CORPORATION)
Registered Agent: The Corporation Company)
120 South Central Avenue)
Clayton, Missouri 63105)

and)

JAIREN L. HOWARD)
3607 South Askew)
Kansas City, Missouri 64130)

Defendants.)

0716.CV34007
Case No. _____

Jury Trial Demanded

DIVISION
17

FILED - CIRCUIT COURT
JACKSON CO., MO-1
2007 NOV 28 PM 4:39

PETITION FOR DAMAGES (TD)

COMES NOW, Ricardo Javier Quiroz Galvéz, Elizabeth Padilla Sandoval, Gerardo M. Loera, Araceli Ocaña Hernandez (hereinafter "Plaintiffs"), by and through their attorneys of record, and for their cause of action against General Motors Corporation (hereinafter "GM") and Jairen L. Howard (hereinafter "Howard"), allege and state as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Ricardo Javier Quiroz Galvéz resides in Guadalupe, Mexico.
2. At all times relevant, Plaintiff Elizabeth Padilla Sandoval was and remains the spouse of Plaintiff Ricardo Javier Quiroz Galvéz. Plaintiff Elizabeth Padilla Sandoval and Plaintiff Ricardo Javier Quiroz Galvéz were legally married and living together as husband and wife on and prior to September 17, 2006. Plaintiff Elizabeth Padilla Sandoval and Plaintiff

Ricardo Javier Quiroz Galv3ez are still legally married and living together as husband and wife.

Plaintiff Elizabeth Padilla Sandoval also resides in Guadalupe, Mexico.

3. Plaintiff Gerardo M. Loera currently resides in Kansas City, Missouri.

4. Plaintiff Araceli Ocaña Hernandez is the surviving spouse of Faustino J. Alcudia (deceased.) Plaintiff Araceli Ocaña Hernandez and Faustino J. Alcudia (deceased) were married and living together as husband and wife on and prior to September 17, 2006. Plaintiff Araceli Ocaña Hernandez resides in Cuernavaca, Morelos, Mexico.

5. Faustino J. Alcudia (deceased) is survived by three minor children: Mayra Rubi Jimenez Ocaña (DOB: February 11, 2002), Saeri Cristel Jimenez Ocaña (DOB: June 9, 1999), and Emanuel Jimenez Ocaña (DOB: August 30, 1996). These surviving minor children of Faustino J. Alcudia currently reside with their mother, Araceli Ocaña Hernandez, in Cuernavaca, Morelos, Mexico.

6. Faustino J. Alcudia (deceased) is survived by his parents: Alejandro Jimenez Gomez and Sebastiana Alcudia Narbaez. Alejandro Jimenez Gomez and Sebastiana Alcudia Narbaez reside in Teapa, Tabasco, Mexico.

7. Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are in the class of persons entitled to bring a cause of action for the wrongful death of Faustino J. Alcudia (deceased), pursuant to Mo. Rev. Stat. § 537.080.

8. Defendant GM is a for-profit Delaware corporation with its principal place of business in Detroit, Michigan.

9. Defendant GM is registered with the State of Missouri as a for-profit corporation, and Defendant GM maintains a registered agent for service of process inside the State of Missouri at the address listed in the caption.

10. Defendant GM can be served with process through its registered agent at the address listed in the caption.

11. At all times relevant, Defendant GM was and remains engaged in the business of designing, manufacturing, marketing, promoting, advertising, and selling automobiles inside the State of Missouri and throughout the United States and the world.

12. At all times relevant, Defendant GM has and continues to transact business inside the State of Missouri, and maintains multiple offices and agents inside the State of Missouri for the transaction of its usual and customary business of designing, manufacturing, marketing, promoting, advertising, and selling automobiles.

13. At all times relevant, Defendant GM did and continues to conduct and maintain substantial, systematic, continuous and not isolated business contacts within the State of Missouri through its multiple points of product manufacture and distribution within the State of Missouri.

14. Prior to September 17, 2006, in the ordinary course of its business, Defendant GM manufactured, distributed, and sold a 2001 Chevrolet Blazer automobile, VIN 1GNDDT13W31K231809 (hereinafter referred to as the "Subject Blazer").

15. Defendant GM, in the ordinary course of its business, intentionally manufactured, distributed, delivered, and sold the Subject Blazer inside the State of Missouri.

16. Defendant GM committed tortious acts within and outside the State of Missouri in that Defendant GM designed, manufactured, distributed, and sold in the Subject Blazer inside the

State of Missouri; the Subject Blazer is the subject of this suit and the defects of the Subject Blazer and the negligence of Defendant GM caused the death of Faustino J. Alcutia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

17. Defendant GM is subject to the jurisdiction of this Court pursuant to Mo. Rev. Stat. § 506.500.

18. Defendant Howard is a resident and citizen of Jackson County, Missouri.

19. Defendant Howard is subject to the jurisdiction of this Court as a citizen and resident of the State of Missouri and pursuant to Mo. Rev. Stat. § 506.500. As stated in Count III herein, Defendant Howard committed tortious acts within the State of Missouri which caused the death of Faustino J. Alcutia and the personal injuries of Plaintiffs Gerardo M. Loera and Ricardo Javier Quiroz Galvez inside the State of Missouri.

20. Jurisdiction and venue is proper in this Court.

GENERAL ALLEGATIONS APPLICABLE TO ALL DEFENDANTS

21. On or about September 17, 2006, Defendant Howard was operating a 1994 Ford Mustang in Jackson County, Missouri.

22. At the same time, Plaintiff Gerardo M. Loera was operating the Subject Blazer in Jackson County, Missouri. At the same time, the Subject Blazer was also occupied by Faustino J. Alcutia (deceased) and Plaintiff Ricardo Javier Quiroz Galvez.

23. At the same time and place, the Ford Mustang, being operated by Defendant Howard, negligently and recklessly collided with the Subject Blazer (hereinafter "subject collision"). The Subject Blazer caught fire following the subject collision.

24. As a result of defects in the Subject Blazer, the negligence of Defendant GM, and/or the negligence of Defendant Howard, Faustino J. Alcuia died of smoke inhalation and thermal burns, Plaintiff Ricardo Quiroz sustained severe burns, injuries, and lost his legs, and Plaintiff Gerardo M. Loera sustained serious injuries.

COUNT I - STRICT LIABILITY OF GENERAL MOTORS

25. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 24 above.

26. Prior to September 17, 2006, in the ordinary course of its business, Defendant GM designed, engineered, manufactured, marketed, distributed, placed into the stream of commerce, and sold the Subject Blazer inside the State of Missouri to the general public as ultimate consumers.

27. At the time the Subject Blazer left the possession and control of Defendant GM, and at the time that Faustino J. Alcuia sustained his fatal injuries on September 17, 2006, and at the time Plaintiff Galv3z and Plaintiff Loera sustained their injuries on September 17, 2006, the Subject Blazer and the fuel system of the Subject Blazer were in a defective condition and unreasonably dangerous when put to an intended, reasonably anticipated, and reasonably foreseeable use. More specifically, the Subject Blazer was unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcuia, Ricardo Javier Quiroz Galv3z, and other intended and reasonably foreseeable consumers and users, by reason of defects in the design, manufacture, assembly, inspection, and testing of the Subject Blazer and the fuel system of the Subject Blazer. More specifically, the Subject Blazer was defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcuia, Ricardo Javier Quiroz Galv3z, and other intended and reasonably foreseeable consumers and users, in that the Subject Blazer and the fuel system of the Subject

Blazer lacked the integrity to withstand a collision such as the one that is the subject of this lawsuit. The Subject Blazer was defective and unreasonably dangerous to Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez, and other consumers and users, in that the Subject Blazer lacked adequate warnings to alert Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez, and other intended and reasonably foreseeable consumers and users, of the defective and unreasonably dangerous nature and condition of the Subject Blazer, of the defective and unreasonably dangerous nature and condition of the fuel system of the Subject Blazer, and of the lack of integrity of the fuel system of the Subject Blazer to withstand a collision such as the one that is the subject of this lawsuit.

28. The Subject Blazer was expected to reach and did reach the hands of Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez without substantial change in the condition in which it was designed, manufactured, assembled, distributed, and sold by Defendant GM. At the time Gerardo M. Loera, Faustino J. Alcudia, Ricardo Javier Quiroz Galv3ez sustained their injuries on September 17, 2006, and at the Subject Blazer left the possession and control of Defendant GM, the Subject Blazer was in substantially the same condition. At all times relevant, including but without limitation, on September 17, 2006, the Subject Blazer was being used by Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galv3ez in a manner intended by and reasonably foreseeable to Defendant GM.

29. At all times relevant, Defendant GM knew that the Subject Blazer would be used without inspection for defects and represented that it could be safely used and would be fit for the intended and ordinary purposes for which it was purchased.

30. Prior to September 17, 2006, Defendant GM knew, or by using ordinary care should have known, of the unreasonably dangerous and defective conditions of the Subject

Blazer as stated in this Count; however, Defendant GM failed to warn Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Quiroz of such dangerous and defective conditions.

31. As a direct and proximate result of such defective and dangerous conditions as existed when the Subject Blazer was sold, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galv3ez was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

32. As a direct and proximate result of the defective nature of the Subject Blazer, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the defective nature of the Subject Blazer, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form of medical and funeral expenses.

33. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Ricardo Javier Quiroz Galv3ez suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and

mental anguish, was caused to lose the enjoyment of his life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galvéz.

34. As a direct and proximate result of the defective nature of the Subject Blazer, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

35. The actions and omissions of Defendant GM, with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galvéz. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant GM for a reasonable sum of money as will fairly compensate Plaintiffs, for punitive and exemplary damages, for Plaintiffs' costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

COUNT II - NEGLIGENCE OF DEFENDANT GENERAL MOTORS

36. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 35 above.

37. Defendant GM designed, engineered, manufactured, placed into the stream of commerce, distributed, and sold the Subject Blazer.

38. At the time of the design, manufacture, distribution, and sale of the Subject Blazer, it was a matter of common knowledge that a high incidence of injury-producing motor vehicle collisions occurred upon the streets and highways of Missouri, and that a significant portion of all motor vehicles were involved in collisions at some time during their use.

39. As a motor vehicle designer, manufacturer, distributor, and seller, Defendant GM knew that many consumers and users of their motor vehicles would be involved in collisions and that the incidence and extent of their injuries would frequently be determined by the design and construction of their vehicles and the fuel system of said vehicles.

40. Defendant GM had a duty to exercise ordinary and reasonable care to design, manufacture, distribute, and sell reasonably safe vehicles so as not to subject owners, purchasers, consumers and users to an unreasonable risk of harm.

41. Defendant GM carelessly, negligently, and recklessly breached the duty of care owed by a reasonably prudent manufacturer to consumers and users such as Faustino J. Alcludia, Ricardo Javier Quiroz Galvez, Gerardo M. Loera, and Plaintiffs, in each of the following respects:

- a. Defendant GM carelessly, negligently, and recklessly, and knowingly, designed, manufactured, marketed, distributed, placed into the stream of commerce, and

- sold the Subject Blazer and the fuel system of the Subject Blazer in conditions that were unsafe and dangerous to owners, purchasers, consumers, and users;
- b. Despite having knowledge of said dangerous, defective, and unsafe conditions and propensities, Defendant GM carelessly, negligently, and recklessly failed to any warning or adequate warnings to intended and reasonably foreseeable purchasers, owners, consumers, and users of the Subject Blazer, including Faustino J. Alcudia, Ricardo Javier Quiroz Galvez, Gerardo M. Loera, and Plaintiffs, of the dangerous, defective, and unsafe conditions of the Subject Blazer, the fuel system of the Subject Blazer, and the propensity of the Subject Blazer to ignite and become engulfed in a fire in a reasonably foreseeable collision, thereby causing unnecessary and severe injury to those persons utilizing the Subject Blazer;
- c. Defendant GM carelessly, negligently, and recklessly failed to shield the fuel system of the Subject Blazer, though it knew by not doing so the Subject Blazer could and would catch fire in a reasonably foreseeable collision;
- d. Defendant GM carelessly, negligently, recklessly, and knowingly placed into the stream of commerce the Subject Blazer in a condition that was eminently dangerous and unsafe to persons in that there existed a dangerous and unsafe propensity of the Subject Blazer to ignite and become engulfed in fire in a reasonably foreseeable collision and thereby cause unnecessary and severe injury to those persons utilizing the Subject Blazer;
- e. Defendant GM carelessly, negligently, and recklessly failed to institute a recall and/or retrofit campaign for the purpose of making alternative fuel system design

features available for the protection of owners, purchasers, consumers, and users of the Subject Blazer; and

- f. Defendant GM carelessly, negligently, recklessly, and knowingly, designed, manufactured, assembled, inspected, tested and distributed the Subject Blazer and the fuel system of the Subject Blazer in such a way that it was inadequate to withstand a reasonably foreseeable collision and not catch fire.

42. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galv3ez was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

43. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña,

Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form

44. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Ricardo Javier Quiroz Galvéz suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose the enjoyment of his life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galvéz.

45. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant GM, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

46. The actions and omissions of Defendant GM, with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galvéz. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant GM for a reasonable sum of money as will fairly compensate the Plaintiffs, for punitive and exemplary damages, for plaintiff's costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

COUNT III – NEGLIGENCE OF DEFENDANT HOWARD

47. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 46 above.
48. Defendant Howard carelessly, negligently, and recklessly breached the duty of care owed by a reasonably prudent driver in each of the following respects:
- a. Defendant Howard carelessly, negligently, and recklessly traveled at an excessive rate of speed;
 - b. Defendant Howard carelessly, negligently, and recklessly failed to maintain his vehicle in the proper lane of travel;
 - c. Defendant Howard carelessly, negligently, and recklessly failed to act after he either knew or should have known that there was a danger of collision;
 - d. Defendant Howard carelessly, negligently, and recklessly failed to yield the right-of-way;
 - e. Defendant Howard carelessly, negligently, and recklessly failed to observe and obey traffic laws; and
 - f. Defendant Howard carelessly, negligently, and recklessly failed to maintain proper control of his vehicle.

49. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, (a) Faustino J. Alcudia was caused to suffer severe injuries and burns resulting in his death, (b) Plaintiff Ricardo Javier Quiroz Galv3ez was caused to suffer severe burn injuries and to lose his legs, and (c) Gerardo M. Loera was caused to suffer serious injuries.

50. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Faustino J. Alcudia was killed and Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez have suffered and will suffer in the future, the loss of Faustino J. Alcudia's income, services, support, companionship, consortium, comfort, instruction, training, guidance, and counsel. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Faustino J. Alcudia suffered extreme pain and mental anguish prior and damages to his death, for which Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez are entitled to recover. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Araceli Ocaña Hernandez, Mayra Rubi Jimenez Ocaña, Saeri Cristel Jimenez Ocaña, Emanuel Jimenez Ocaña, Alejandro J. Gomez, and Sebastiana A. Narvaez sustained damages in the form

51. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Ricardo Javier Quiroz Galv3ez suffered and will continue to suffer from severe injuries, burns, and the loss of his legs, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose the enjoyment of his

life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Elizabeth P. Sandoval lost the consortium of her husband, Ricardo Javier Quiroz Galvéz.

52. As a direct and proximate result of the careless, negligent, and reckless acts and omissions of Defendant Howard, Plaintiff Gerardo M. Loera suffered and will continue to suffer from serious injuries and burns, was caused to suffer and will continue to suffer extreme pain and mental anguish, was caused to lose enjoyment of life, was caused to suffer and will continue to suffer humiliation, was caused to suffer and will continue to suffer economic losses, including the loss of income, was caused to sustain damages in the form of medical expenses, and other damages.

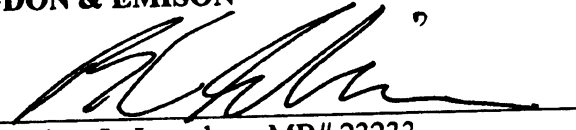
53. The actions and omissions of Defendant Howard, with complete knowledge of the defective nature of the Subject Blazer, were reckless, malicious, and done with a complete indifference and conscious disregard for the safety of others, including Gerardo M. Loera, Faustino J. Alcudia, and Ricardo Javier Quiroz Galvéz. As a result, punitive and exemplary damages are warranted and being sought by all plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant Howard for a reasonable sum of money as will fairly compensate the Plaintiffs, for punitive and exemplary damages, for plaintiff's costs expended herein, and for such other and further relief as this Court deems just and necessary under the circumstances.

Respectfully submitted,

LANGDON & EMISON

By



Robert L. Langdon - MB# 23233

Robert C. Sullivan - MB# 52408

Daniel A. Allen - MB# 56981

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June 6, 2008

Robert C. Sullivan, Esq.
Langdon and Emison
The Eagle Building
P.O. Box 220
Lexington, Missouri 64067-0220

Via Facsimile (660) 259-4571

Re: [REDACTED] and
[REDACTED] v. *General Motors Corporation and Jairen L. Howard*,
Cause No. 0716 CV34007, Division 17, in the Circuit Court of Jackson County,
Missouri, at Independence

Dear Rob:

I prepared Defendant General Motors Corporation's Opposition to Plaintiffs' Motion for Entry of a Protective Order. This morning, I read Plaintiffs' Reply Brief. It appears, although the signature is not legible, that you were the individual who prepared the Reply Brief. Let me begin by expressing my apologies if anything in General Motors' Response Brief struck a nerve. I was not intending to upset anyone or to accuse anyone of any wrongdoing.

That being said, it appears that you may have misread or reacted without fully analyzing the Response Brief. In paragraph 2 of your Reply Brief, you state that General Motors and its counsel should be "ashamed" for a "patently false attempt to smear the Plaintiffs in the case." I assume you were referring to the Introduction to General Motors' Response Brief where it stated, "Plaintiffs were injured in a high-speed street race that occurred in the early morning hours, after many of the participants had been drinking." This sentence is factually accurate and includes no false statements or accusations. If you will review the police report, the police indicate that this accident occurred as the result of a street race. It also is unquestioned, according to the police report, that the participants in the street race were traveling at a "high rate of speed" – a term that was used by the police in the report.

With regard to the drinking, I probably was too polite when I generically stated that "many of the participants had been drinking." The truth is that everyone involved had been drinking. Mr. Loera admitted in his statement to the police that he had been drinking that night. This statement was confirmed some time later when the toxicology report indicated he had 70

HARTLINE, DACUS, BARGER, DREYER & KERN, L.L.P.

Robert C. Sullivan, Esq.
Langdon and Emison
June 6, 2008
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ml. in his system. Similarly, the driver of the Mustang, Mr. [REDACTED], had a blood alcohol level of 91 ml. (above the legal limit for intoxication in the State of Missouri). Further toxicology results indicate that all of the occupants of Mr. [REDACTED] vehicle had been drinking and/or were intoxicated. In fact, the records indicate that Mr. Galvéz's blood alcohol level was almost three times the legal limit (220 ml.) and that Mr. [REDACTED] level was almost twice the legal limit in the State of Missouri (154 ml.).

The only other sentence in the Response Brief discussing how the accident occurred said that Mr. [REDACTED] "reportedly cut off or swerved in front of a Ford Mustang being driven at a very high rate of speed." This statement also is factually accurate. The driver of the Mustang, [REDACTED] told police Mr. [REDACTED] did swerve in front of him and slow down or stop, causing the Mustang to impact him from the rear. The police also concluded Mr. [REDACTED] apparently attempted to miss the Mustang, coming up from behind him, swerved one way and then another before being impacted from the rear by the Mustang at a "high rate of speed."

I don't know if you were unaware of the police and toxicology records or not. But your representation to the Court that these statements were "absolutely false" is not accurate. The truth is this accident occurred as a result of a street race gone bad. This accident occurred when Mr. [REDACTED] reportedly swerved in front of the oncoming Mustang that was traveling at a high rate of speed and trying to pass him. And, the truth is all of the occupants in the Blazer and the drivers of both vehicles had been drinking. There was no attempt to smear anyone. The facts are what they are. (I note you had no problem with the next paragraph where we state the Blazer caught fire, resulting in severe burns to Mr. [REDACTED] and the apparent death of Mr. [REDACTED].)

This alleged "smearing" of your clients was not the only point of obvious anger in your Reply Brief. In the third paragraph, you demanded proof to support the "false" accusations by General Motors and its counsel that your firm previously had sold or attempted to sell any General Motors documents. You continued saying that if General Motors did not come forward with such evidence, Plaintiffs would seek recourse through sanctions for these apparently inaccurate statements. Again, I think you misread what was in the Response Brief. No where in the Response Brief do we state that Langdon & Emison ever sold documents to anyone. For that matter, at no time do we say that you or your firm ever did anything unethical or improper. Thus, your emphatic demand for proof regarding such allegedly inaccurate statements is not warranted.

What we did say in the Response Brief, which is consistent with the correspondence we had with your office prior to you filing the Motion, is that we do not understand nor are we aware of any valid reason why Plaintiffs would need a broader sharing provision, certainly one as broad as that proposed in your Motion. In your Reply Brief, the only reason you give for

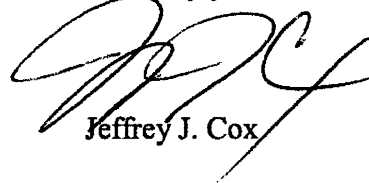
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Langdon and Emison
June 6, 2008
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needing this broad scope for sharing is so that you may prepare your case for trial. As set forth in our Response Brief, that statement makes no sense. Why would you need to share, for example, confidential drawings of a Chevrolet Blazer with individuals who have a case on a completely different vehicle, say, a Chevy Malibu? Thus, we concluded in our Response Brief that the only logical reason must be to "have a valuable commodity to either sell to other law firms or trade with other law firms in return for documents or assistance needed." At no time did we say you have sold or traded General Motors documents with other lawyers, but since you have not provided the Court with any other rationale for why you would need to share documents with individuals who are handling dissimilar litigation, that is presumed to be the reason.

The bottom line is this: We always have been willing to work with your firm in the past and we are willing to work with your firm in this case. However, we could not agree to the line that you all drew in the sand on the sharing issue and we cannot agree with you that the fuel systems on 1995 to 2005 Blazers were the same. If we angered you or Bob, that was not our intention. We were very careful in our Response Brief not to state anything that was inaccurate factually and it is unfortunate that you told the Court we did. I trust that after reviewing this letter and having an opportunity to review what actually was stated in our Response Brief, you no longer will feel that anything General Motors or any of its counsel did was improper or sanctionable. If you do and would like to discuss it further, please do not hesitate to call me. My direct dial number is (214) 346-3713.

Sincerely yours,



Jeffrey J. Cox

JJC:clh

cc: Robert L. Langdon, Esq.
Langdon and Emison
The Eagle Building
P.O. Box 220
Lexington, Missouri 64067-0220

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

RICARDO JAIVER QUIROZ GALVÉZ,)
ELIZABETH PADILLA SANDOVAL,)
GERARDO M. LOERA,)
ARACELI OCAÑA HERNANDEZ,)

Plaintiffs,)

v.)

GENERAL MOTORS CORPORATION,)
and)
JAIREN L. HOWARD)

Defendants.)

Case No. 0716.CV34007

Division 17

AFFIDAVIT

STATE OF MISSOURI)

COUNTY OF JACKSON)

Before me, the undersigned authority, personally appeared

GEORGIANNE BEAR, who being duly sworn, deposed as follows:

My name is GEORGIANNE BEAR. I am of sound mind, capable of making this affidavit and personally acquainted with the facts herein stated:

I am the custodian of the records of JACKSON COUNTY. Attached hereto are 37 pages of records of JACKSON COUNTY. These 37 pages of records are kept by JACKSON COUNTY in the regular course of business, and it was the regular course of business of JACKSON COUNTY or an employee or representative of

JACKSON COUNTY with knowledge of the act, event, condition, opinion or diagnosis recorded to make the record or to transmit information thereof to be included in such

record; and the record was made at or near the time of the act, event, condition, opinion or diagnosis. The records attached hereto are the originals or exact duplicates of the original.

Further, affiant sayeth naught.

[Handwritten Signature]

Affiant

In witness whereof I have hereunto subscribed my name and affixed my official seal this 5 day of January, 2009.

DARLENE DENISE DOBBINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: February 16, 2011
Commission Number: 07424486

[Handwritten Signature]

Notary Public

My commission expires:

2/16/11

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

RICARDO JAIVER QUIROS GALVÉZ, §
ELIZABETH PADILLA SANDOVAL, §
GERARDO M. LOERA, and §
ARACELI OCAÑA HERNANDEZ, §

Plaintiffs, §

vs. §

GENERAL MOTORS CORPORATION §
and §
JAIREN L. HOWARD, §

Defendants. §

CASE NO. 0716 CV34007
Division 17

JURY TRIAL DEMANDED

**DEFENDANT GENERAL MOTORS CORPORATION'S
AMENDED AND SUPPLEMENTAL ANSWERS AND OBJECTIONS TO PLAINTIFFS'
THIRD INTERROGATORIES**

TO: Plaintiffs Ricardo Jaiver Quiroz Galvéz, Elizabeth Padilla Sandoval, Gerardo M. Loera, and Araceli Ocaña Hernandez, by and through their attorneys of record, Robert L. Langdon, Robert C. Sullivan, and Daniel A. Allen, Esqs., Langdon and Emison, The Eagle Building, P.O. Box 220, Lexington, Missouri 64067-0220.

Pursuant to Rule 57.01 of the Missouri Rules of Civil Procedure and the Judgment entered by Judge Grate on February 2, 2009, General Motors Corporation ("General Motors"), a Defendant herein, serves these Amended and Supplemental Answers and Objections to Plaintiffs' Third Interrogatories. General Motors makes these answers and objections based on its investigation and discovery to date and based on its understanding of Plaintiffs' claims as alleged in Plaintiffs' Petition for Damages. General Motors reserves the right to amend or supplement these responses further once Plaintiff's identify their defect theories in more detail and/or once specific components or designs are identified as being allegedly defective. In addition, General Motors reserves the right to amend or supplement these responses as allowed

by the Missouri Rules of Civil Procedure, the Court's local rules, agreement of the parties, or any Scheduling Order governing discovery.

Respectfully submitted,



KYLE H. DREYER

Texas Bar No. 06119500

JEFFREY J. COX

Texas Bar No. 04947530 [admitted *Pro Hac Vice*]

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Texas Bar No. 24003091 [admitted *Pro Hac Vice*]

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Crown Center

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**ATTORNEYS FOR DEFENDANT
GENERAL MOTORS CORPORATION**

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of March 2009, a true and correct copy of this document was served on all parties and/or counsel of record in accordance with the Missouri Rules of Civil Procedure.

J. Kent Emison, Esq.
Robert Sullivan, Esq.
Daniel Allen, Esq.
Langdon and Emison
911 Main Street
P.O. Box 220
Lexington, Missouri 64067

Via electronic mail and regular mail

Jairen Howard #333465
Crossroads Correctional Center
115 E. Pence Road
Cameron, Missouri 64429

Via regular mail



GENERAL RESPONSE AND PREFATORY OBJECTIONS

Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Because Plaintiffs have not disclosed such information, General Motors is not on notice of the precise allegations against it and thus is unable fully and adequately to respond to many of Plaintiffs' written discovery requests. General Motors therefore objects to Plaintiffs' written discovery requests because they are vague and ambiguous. If Plaintiffs amends their pleadings to identify the specific alleged defects in the 2001 Chevrolet Blazer, General Motors will supplement its answers to Plaintiffs' written discovery requests.

Scope of Answers and Responses.

The vehicle involved in this case is a 2001 Chevrolet Blazer (VIN 1GNDT13W31K231809). For purposes of discovery as it relates to the fuel storage and delivery systems, the scope of substantially similar vehicles include 1998 with NE2 RPO – 2005 GMT330 4-door sport utility vehicles (S/T 10506 models) which have been marketed as the Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada. The determination of scope and the documents consequently produced in responding to discovery is for the purposes of discovery and not an admission on behalf of General Motors regarding their admissibility or responsiveness to the allegation(s) made in this case.

Confidential Materials and Information

Many of Plaintiffs' discovery requests ask for documents and materials that contain confidential, financial, proprietary, technical or sensitive commercial information and/or trade secrets. To the extent General Motors has agreed to search for and produce, if found, such confidential and proprietary materials and information, General Motors will do so subject to the

Protective Order entered in this case protecting such confidential information and proprietary materials and information from disclosure outside this action.

SPECIFIC ANSWERS AND OBJECTIONS

1. With regard to the vehicle made the subject of this lawsuit, provide a complete description, function, location and part number of any check valve or fuel shut-off from inside the fuel tank to the vehicle engine and return to the fuel tank.

ANSWER: General Motors objects to this interrogatory because it is unclear exactly what is meant by the phrase “check valve or fuel shut-off from inside the fuel tank to the vehicle engine and return to the fuel tank.” In addition, General Motors objects to this interrogatory because Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Because Plaintiffs have not disclosed such information, General Motors is unable fully and adequately to determine if the types of components/parts mentioned in this interrogatory are relevant to this matter. Subject to and without waiving this objection, General Motors refers Plaintiffs to the documents and information previously produced at Bates Nos. 85151-85242. General Motors also refers Plaintiffs to the documents and information it agreed to search for and produce, if found, in its response to Plaintiffs’ Seventh Request for Production No. 7.

2. Describe in detail any device utilized in the vehicle made the subject of this lawsuit whose purpose is to cut off the flow of fuel should the fuel filler pipe become detached from the fuel tank.

ANSWER: General Motors designed the 2001 Chevrolet Blazer’s fuel system to meet and exceed the crash performance and other standards in the Federal Motor Vehicle Safety Standards. General Motors also has internal crash performance requirements – e.g., GM conducts 50 mph car-to-truck tests for fuel system integrity. The fuel system design for the 2001 Chevrolet Blazer met and exceeded GM’s internal crash performance and other requirements.

The fuel system design for the 2001 Chevrolet Blazer also complied with the Onboard Refueling Vapor Recovery (ORVR) requirements of the Clean Air Act. To meet the ORVR requirements, an inlet check valve was designed and integrated as part of the fuel fill inlet within the fuel tank assembly. The inlet check valve limits fuel "spitback" from the fuel tank during refueling by allowing fuel flow only into the tank. In addition to preventing spitback, this one way-valve limits fuel leakage during a rollover event in which the fuel filler assembly's integrity is lost. Additionally, grade vent valves and a fuel level limiter valve were incorporated as part of the fuel tank assembly to limit the liquid fuel fill during refueling and allow adequate venting of fuel vapors to the activated charcoal canister at all vehicle attitudes during vehicle operation. In addition to those valves, a flapper door in the fuel filler assembly restricts the fuel flow. Beyond this, General Motors objects to this interrogatory because Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Because Plaintiffs have not disclosed such information, General Motors is unable fully and adequately to determine if the types of components/parts mentioned in this interrogatory are relevant to this matter.

3. Describe in detail each safety device, shield or protective device utilized in the vehicle made the subject of this lawsuit to protect the fuel tank from contact and/or puncture by other underneath components of the vehicle. Please include the part numbers of each in your description.

ANSWER: The fuel system of a vehicle is a functional subsystem for receiving and storing fuel; sensing and displaying fuel quantity; supplying fuel to the engine; and managing both refueling vapor and fuel vapor generated during use of the vehicle by the vehicle operator. The fuel system is to carry out these functions while meeting specific requirements of the customer, the Powertrain, interfacing with other subsystems (e.g., suspension, frame, body), mandated Federal

Motor Safety and Emission Standards, and Corporate objectives. For the 1998 (interim) model year, the fuel system in the GMT 330 4-door utility included a multilayered co-extruded high density polyethylene fuel tank. This fuel tank design was subjected not only to component level testing such as a -40 degree C drop test at the fuel tank manufacturer's test facility, but also a battery of vehicle-level crash tests to meet and exceed the Federal Motor Safety Standards and internal GM objectives such as 50 MPH car-to-truck crash tests. The fuel system design with the multilayered co-extruded high density polyethylene tank and inboard heat shield met and exceeded all Federal Motor Safety Standards and GM internal requirements. In model year 2001, additional changes to meet the ORVR portion of the Clean Air Act were incorporated into the fuel tank assembly (Part Number 15073148). A heat shield (Part Number 15073150) was integrated into this fuel tank assembly. Additionally, as part of the off-road package, a 40% glass fiber-reinforced polypropylene shield (P/N 15051086) was made available, which covered the bottom portion of the fuel tank to provide off-road underbody protection. Beyond this, General Motors objects to this interrogatory because the terms "safety device, shield or protective device" are undefined and subject to multiple interpretations. General Motors also objects to this interrogatory because Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Because Plaintiffs have not disclosed such information, General Motors is unable fully and adequately to determine if the types of components/parts mentioned in this interrogatory are relevant to this matter

4. Describe by part number and capacity of each fuel tank offered as a RPO (Regular Production Option) for the GMT 330 for model year 1998-2001.

ANSWER: The part number and capacity of each fuel tank offered as a RPO (Regular

Production Option) for 1998-2005 model year GMT330 4-door sport utility vehicles (S/T 10506 models) which have been marketed as the Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada are as follows:

- 1998 model year without RPO NE2 – 15028432 (18 gallons – steel fuel tank assembly)
- 1998 model year with RPO NE2 – 15003505 (18 gallons – Multilayered HDPE tank assembly)
- 1999 model year (No RPO available for fuel tank) – 15003505 (18 gallons – Multilayered HDPE tank assembly)
- 2000 model year (No RPO available for fuel tank) – 15748641 (18 gallons – Multilayered HDPE tank assembly)
- 2001 model year (No RPO available for fuel tank) – 15073148 (18 gallons – Multilayered HDPE tank assembly)

Beyond this, General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

5. In defendant's objections and answers to Plaintiffs' First Interrogatories as they related to the fuel storage system the scope was limited to similar vehicles including 1998-2005 GMT330 4-door sport utility vehicles (S/T 10506 models) with NE2RPO. Please describe in detail each and every piece of evidence relied upon by the defendant that the subject vehicle was equipped with a NE2RPO (40 gal. capacity fuel tank) and that the fuel storage system is totally different to the S/T CT10516 models and the GMT 325 for the same model year.

ANSWER: From model year 1995 through model year 1997, the fuel tank in four-door GMT 330 SUVs was a two-piece design consisting of upper and lower terne-coated carbon steel halves resistance-welded together to form the fuel tank. During the 1998 model year, changes in the composition and construction were made to the fuel tank in the four-door GMT 330 SUV. These changes included, but were not limited to, a change in material from terne-coated steel to multilayered coextruded high-density polyethylene, and a change from a two-piece construction,

where the two steel halves are welded together, to a one-piece blow-molded construction.

A regular production option (NE2) was assigned to differentiate the SUVs built in model year 1998 with the above-described change. NE2 option code had previously been used between 1976 to 1991 model years for certain GM truck models for 40 gallon fuel tank option. However, NE2 option code for 40 gallon fuel tank was not used between model year 1992 and model year 1997. NE2 was later used as 18 gallon fuel tank option code to define and account for the above described change. RPO NE2 was dropped after model year 1998.

The fuel system design is considerably different in four-door GMT 330 SUV compared to two-door GMT 330 SUV and GMT 325 pickup truck in shape, size, location and interface with other subsystems within the vehicle. The two-door GMT 330 SUV has the fuel tank packaged behind the rear axle, whereas the four-door GMT 330 SUV's fuel tank is located forward of the rear axle, inboard of the left frame rail. Shape, size and configuration of the two tanks are substantially different. The fuel filler assemblies are considerably different in design. The fuel filler assembly for the two-door GMT 330 SUV is substantially smaller (overall developed length) when compared to the fuel filler assembly of the four-door GMT 330 SUV. The fuel delivery system uses different routing than the two-door GMT 330 SUV. The fuel system interface with other subsystems (such as frame, suspension, body) is also substantially different between the two-door and four-door SUVs.

The GMT 325 pickup fuel tank is located forward of the rear axle, inboard of the left frame rail. However, the fuel tank height, shape and location of various components on the fuel tank of the GMT 325 pickup truck are substantially different than the four-door GMT 330 SUV's fuel tank. The fuel sending unit is mounted in the approximate center of the GMT 325 pickup truck's fuel tank, whereas the fuel sending unit is mounted towards the rear of the fuel tank on

the four-door GMT 330. The fuel filler assembly is substantially different in design and smaller (overall developed length) in the GMT 325 pickup truck as the fuel fill inlet is located in the center of the outboard side of the fuel tank and the fuel fill door on the pickup bed outer panel is forward of the rear axle. The fuel filler assembly is considerably longer (overall developed length) and different in design in the four-door GMT 330 SUV as the fuel fill inlet is located on the rear side of the fuel tank and the fuel fill door on the body side is behind the rear axle. The frame rail on the GMT 325 pickup truck starts its kick-up much earlier to accommodate the pickup bed and the rear axle compared to the frame rail on the four-door GMT 330 SUV's frame rail. This changes the interface of frame with fuel tank considerably between the two trucks. The fuel system interface with other subsystems (such as suspension and body) is also substantially different between the pickup truck and the four-door SUV. The GMT 325 pickup truck is designed to carry bed cargo and the GMT 330 SUV is designed to carry passenger load with limited cargo carrying capability. }

Beyond this, General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P: 56.01(b)(1). General Motors further objects to this interrogatory because Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Accordingly, General Motors reserves the right to amend or supplement its response as allowed by the Missouri Rules of Civil Procedure, the Court's local rules, agreement of the parties, or any Scheduling Order governing discovery.

6. Describe in detail defendant's employee, Nelda A. King's qualifications to be authorized pursuant to applicable law and rules to verify these answers to interrogatories on behalf of the defendant. Include in your answer her job position at General Motors

Corporation on March 14, 2008 and her current whereabouts.

ANSWER: As an Authorized Agent for General Motors' Legal Staff, Nelda A. King's objective was to verify that the discovery responses had been approved for production by the GM staff attorney, and also to proof-check the accuracy of the typed final copy of the Verification Sheet itself. Prior to signing the Verification Sheet as General Motors' Authorized Agent, the discovery is reviewed and approved by the assigned attorney. The discovery has been totally reviewed and approved when it is received by Nelda A. King for verification purposes. Nelda A. King's signature merely approves the accuracy of the title of the discovery response as stated in the official legal discovery response submitted for approval and verification. Nelda King has retired from General Motors. Beyond this, General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

7. Describe in detail each and every effort made by Nelda A. King to verify the truthfulness of the answers to interrogatories including the subject vehicle being equipped with a 40 gallon capacity fuel tank.

ANSWER: See Answer and Objections to Interrogatory No. 5, above.

8. Describe in detail why after 8 months the defendant has not been able to supplement the answers to plaintiffs' First Interrogatories by providing the name of the chief engineer and fuel system design responsible engineer (DRE).

ANSWER: Counsel for General Motors had numerous telephone conferences with Plaintiffs' counsel during which time the names of the chief engineer and design release engineer for the 2001 Chevrolet Blazer were disclosed to Plaintiffs. To the best of our knowledge from reviewing our records and/or documents still available, we believe the names of the Chief Engineer(s), Design Release Engineer(s) ("DRE") and Engineering Group Manager(s) ("EGM") for the fuel system on the GMT330 Program for the calendar years 1995-2005 were as follows:

1992

Chief Engineer William E. Vratana
DRE James M. Dawson
EGM Not found

1993

Chief Engineer William E. Vratana
EGM Bernard G. DeSloovere
DRE James M. Dawson
DRE David Raber (started in December)

1994

Chief Engineer W.B. Nelson
EGM Bernard G. DeSloovere
DRE James M. Dawson
DRE David Raber

1995

Chief Engineer John Fitzpatrick
EGM Bernard G. DeSloovere
DRE Robert W. Smith
DRE David Raber (plastic tank started in September)

1996

Chief Engineer John Fitzpatrick
Chief Engineer Ted Robertson
EGM Bernard G. DeSloovere
DRE Robert W. Smith (current product support steel tank)
DRE Linda Regnier-Sebastian (plastic tank, possibly started sooner than 1996)

1997

Chief Engineer John Fitzpatrick
Chief Engineer Ted Robertson
EGM Bernard G. DeSloovere
DRE Robert W. Smith (current product support steel tank)
DRE Linda Regnier-Sebastian (plastic tank until June)
DRE Vince Marsala (plastic tank started in June)

1998

Chief Engineer John Fitzpatrick
Chief Engineer Ted Robertson
EGM Terry Wilton (until June)
EGM Vince Marsala (started in June)
DRE Fred Calabro (assigned in June)
DRE David Raber

1999

Chief Engineer John Fitzpatrick
Chief Engineer Ted Robertson
EGM Vince Marsala
DRE Fred Calabro

2000

Chief Engineer Ted Robertson
EGM Jerry Luh
DRE Fred Calabro, Ruimin Yang, Dave Albrecht

2001

Chief Engineer Lori Queen
EGM -Jerry Luh
DRE Fred Calabro, Ruimin Yang, Dave Albrecht

2002

Chief Engineer Lori Queen
EGM Jerry Luh
DRE Dale Smigelski, Cindy Svestka

2003

Chief Engineer Michael Ableson
EGM / DRE Fred Calabro

2004

Chief Engineer Lori Cumming
EGM / DRE Ramiro Gutierrez

2005

Chief Engineer Ms. Lee Visci
EGM / DRE Ramiro Gutierrez, Benjamin W. Michajlyszyn

9. For model years 1995-2001 describe in detail General Motors Truck Group employee, R. W. Smith's job responsibilities, his job position or title for each model year with regard to the fuel supply system for the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330

program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. See Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

10. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, B. G. DeSloovere's job responsibilities, duties and position or title with regard to the fuel supply system for the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Answer to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they

differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

11. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, D. A. Iacofano's job responsibilities, duties and position or title with regard to the fuel supply system for the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is

searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

12. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, B. E. Ferrari's job responsibilities, duties and position or title with regard to the fuel supply system for the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. See Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

13. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, J. K. Mangum's job responsibilities, duties and position or title with regard to the fuel supply system for the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not

relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

14. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, S. Neriya's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not

SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. See Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

15. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, H. Nilsen's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed

in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

16. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, T. Magdaleno's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

17. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, C. Ma's job responsibilities duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

18. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, Vincent J. Marsala's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this

individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

19. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, David Raber's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330

program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

20. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, Michael Bailey's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors

would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

21. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, Jim Federico's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. See Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

22. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, Ralph J. Uthe's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

23. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, S. D. Fitzpatrick's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330

program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. See Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

25. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, Frank S. Kudwa's job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they

differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

26. For model years 1995-2001 describe in detail for each model year General Motors Truck Group employee, Jerry Leuh's [sic] job responsibilities, duties and position or title with regard to the GMT 325 and GMT 330.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. More specifically, it asks for information regarding work done by this individual with the GMT 325 program and with the pre-1998 vehicles involved in the GMT 330 program. As explained above in the General Response and Prefatory Objections and in General Motors' Response to Interrogatory No. 5, the GMT 325 program involved pickup trucks, not SUV's. The trucks in the GMT 325 Program had different vehicle configurations, different fuel systems and were separately tested for FMVSS 301 compliance from the SUV's in the GMT 330 program. Similarly, though the GMT 330 vehicles for model years 1995-1998 were SUV's, they differ significantly in their fuel system design and performance from the 1998-2005 vehicles that utilized a completely new high density polyethylene fuel tank. Relevant differences even existed in the 1998-2005 SUV's in the GMT 330 program between the two-door and four door models. *See* Mo. R. Civ. P. 56.01(b)(1). Subject to and without waiving these objections, General Motors would refer Plaintiffs to its Answer to Interrogatory No. 8, above. In addition, General Motors is

searching for and will supplement with additional information on this individual's job titles and responsibilities for the relevant time frames, if found.

27. With regard to the below list of General Motors employees, please provide for each their current employment status, position or title and if retired their last known residential address.

- | | |
|----------------------|------------------------|
| (a) R. W. Smith | (j) Vincent J. Marsala |
| (b) B. G. DeSloovere | (k) David Raber |
| (c) D. A. Iacofano | (l) Michael Bailey |
| (d) S. K. Mangum | (m) Jim Federico |
| (e) B. B. Ferrari | (n) Ralph S. Uthe |
| (f) Neriya | (o) J. D. Fitzpatrick |
| (g) H. Nilsen | (p) G. S. Powierski |
| (h) T. Magdaleno | (q) Frank S. Kudwa |
| (i) C. Ma | (r) Jerry Leuh [sic] |

ANSWER:

Name	Employment Status	Current Title or Residential Address
(a) Robert W. Smith	Former Employee	1340 Burns Dr. Troy, MI 48083-6313
(b) Bernard G. DeSloovere	Deceased	
(c) Dennis A. Iacofano	Former Employee	2986 Waterloo Rd. Mogadore, OH 44260
(d) John K. Mangum	Active	Performance Integration Engineer, Safety & Crash - GMT610 Safety-PLT, 2011 GMT319&C140/5 Fuel Integrity
(e) Brian E. Ferrari	Active	Lead Design Engineer, GMT900 & BFO of BOF, for Powertrain Mounts
(f) Sumiran V. Neriya	Active	Regional Lead Performance Engineer – FMVSS201U Performance; Integration-All Pre-VPI Programs in AVDC, GMT345, GMT355, GMT001, H2 SUV/SUT, Global Delta, Global Epsilon,

GMT745

(g) H. Gregory Nilsen	Former Employee	260 Rosano Lane White Lake, MI 48386
(h) John A. Magdaleno	Active	Engineering Group Manager (XN320)
(i) Calvin S. Ma	Former employee	138 Huron Ave., Unit 1 Cambridge, MA 02138
(j) Vincent J. Marsala	Active	Chassis Fuel System BFO/TIE
(k) David C. Raber	Active	Tech Lead DE – Fuel Tank Group
(l) Michael Bailey	Former Employee	5325 Colyers Rochester, MI 48306
(m) James Federico	Active	Global Vehicle Line Executive – Midsize Cars
(n) Ralph J. Uthe	Former Employee	1531 W. Grand Canyon Dr. Chandler, AZ 85248
(o) John D. Fitzpatrick	Former Employee	1616 Springview Ct. Rochester, MI 48307
(p) Gerard J. Powierski	Active	Senior Manager (Powertrain/Vehicle Interior)
(q) Frank K. Kudwa	Deceased	
(r) Jerry R. Luh	Former Employee	P.O. Box 882 Oriental, NC 28571

General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). The current employment status, positions or titles of these individuals is not in any way relevant to any alleged defect in a vehicle sold back in 2001. In addition, the residential address of a current General Motors employee is not relevant given that these individuals would need to be contacted through counsel for General Motors anyway.

28. In General Motors Corporation's 2005/06 Corporate Responsibility Report it states, "GM develops its vehicles to address 156 types of crashes, more than three times the number required by government and testing agencies around the world". Please provide a list of the 156 types of crashes and the test conducted by G. M. with regard to these 156 types of crashes.

ANSWER: General Motors conducted a reasonable search to find a list of the 156 types of crashes or tests that were referenced in the 2005/6 General Motors Corporate Responsibility Report, and was not able to locate such a list. However, GM will produce a list of crash or test configurations that are considered today during the product development process. The number of crash or test configurations may vary depending upon the model or the regions where they are sold, and/or engineering judgment. Beyond this, General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

29. Please identify in detail all differences in the fuel storage and delivery system for the CS 510506 and the CT10516 models.

ANSWER: General Motors is unaware of any vehicles with model designation CS 510506 or CT10516. To the extent Plaintiffs are asking for information about differences in the design of the fuel storage system in GMT330 four-door sport utility vehicles (S/T 10506) and two-door sport utility vehicles (S/T 10516), General Motors states that "all" of the differences down to every nut and bolt could not adequately be addressed in an interrogatory response. The fuel storage and delivery systems are composed of a myriad of component parts and subassemblies extending from the fuel tank all the way to the engine compartment. As phrased, this request is simply overbroad. Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective and at this point GM is not on notice of the precise allegations against it. If Plaintiffs were to identify the specific

components they contend are defective in the future, General Motors may be able to more specifically address the differences in such components between the four-door sport utility vehicles (S/T 10506) and two-door sport utility vehicles (S/T 10516). That being said the significant differences that would likely affect fuel system performance in a crash situation were discussed in response to Interrogatory No. 5 above. Beyond that, GM objects to this interrogatory because it seeks information that is not relevant to the claims of the parties and is not reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

30. Does the defendant maintain a computer database referred to as "Case Management Database System"? If so, please state:

- (a) The location of the database;
- (b) The name of the person(s) responsible for its maintenance;
- (c) Is it made accessible to non-attorneys;
- (d) Is the Case Management Database System a separate database to the case and matter management system known as "Team Concept";
- (e) Can the database be searched excluding mental impressions by attorneys;
- (f) Can the below search be conducted in the Case Management Database System without exposing any attorney work product or privileged information? For each and every lawsuit filed against General Motors wherein there was a claim of personal injury or death to one or more of the vehicle occupants due to a collision involving a 1995-2005 model year GMT 325 or GMT 330 vehicle resulting on a post collision fuel fed fire search for only the case caption, court where filed, case number, date filed, GM file number, plaintiff attorney's name, vehicle involved and disposition of case excluding money amounts;
- (g) Please provide a detailed description of each and every reason that you answered "no" to (1) above.

ANSWER: General Motors will search for and produce a list of lawsuits and not-in-suit matters alleging that a defect in the fuel storage or delivery system of a 1998 with NE2 RPO – 2005 GMT330 4-door sport utility vehicles (S/T 10506 models) caused a post-collision fire after a rear impact resulting in personal injury or property damage. General Motors objects to this

interrogatory because it asks for documents and information protected from disclosure by the attorney-client privilege and attorney work-product doctrine. *See* Mo. R. Civ. P. 56.01(b)(1). The General Motors Legal Staff uses a database for the management and defense of claims and lawsuits brought against General Motors. When a case or claim is brought against General Motors, the assigned Legal Staff lawyer selects information about that case to be included in database. Each lawyer uses his or her judgment to determine the information they think is important or relevant to the defense of the claim. Each piece of information or data inputted into the database reflects the thought processes, opinions, conclusions, judgments and mental impressions of a Legal Staff lawyer or legal assistant working with the lawyer with respect to what information they believe to be relevant, meaningful or important to the defense of a particular claim or case against General Motors. Accordingly, the case management database and the contents of that database are protected from disclosure by the attorney-client privilege and the attorney work-product doctrine.

31. For each year from 1995-2005 provide the profit per vehicle to General Motors Corporation for each GMT 330 sold in the State of Missouri.

ANSWER: General Motors does not keep that information in the ordinary course of business. General Motors further objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). Profits on vehicles sold are not relevant to any issue of an alleged defect, particularly profits on vehicles with a different fuel system design.

32. For each model year from 1995-2005 provide for each year the number of GMT 330 vehicles sold in the state of Missouri.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of

admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). Profits on vehicles sold are not relevant to any issue of an alleged defect, particularly profits on vehicles with a different fuel system design. Subject to and without waiving this objection, General Motors will search for and provide, if available, the number of new 1998 with NE2 RPO – 2005 GMT330 4-door sport utility vehicles (S/T 10506 models) that GM sold to retail outlets in the state of Missouri from 1998-2005.

33. Please provide the amount of money paid by the defendant for product liability coverage for each individual GMT 330 vehicle for model years 1995-2005.

ANSWER: General Motors is directly responsible for satisfying any judgment entered in this case, after post-trial or appellate rulings, if any, up to \$35 million including legal defense expenses. The amount by which a judgment (including legal defense expenses) exceeds \$35 million is covered by excess insurance provided by a number of carriers. Regardless, how much insurance General Motors may or may not carry, including the premiums paid for such coverage, is not relevant to any issue to be decided by the jury in this case. The information requested is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

34. Provide a detailed explanation of all the evidence relied upon in denying any request for admission filed by plaintiff in this lawsuit.

ANSWER: Plaintiffs have not served any requests for admission. Should Plaintiffs serve any requests for admission in this lawsuit, GM would object to this interrogatory as overbroad and because it asks for information protected from disclosure by the attorney-client privilege and/or the attorney work-product doctrine.

35. With regard to the change in material used in the construction of the fuel tank of the GMT 330 from steel to polyethylene please answer the below:

- (a) The exact date the change took place including model year;
- (b) The name and current employment status of the design responsible engineer

- for the fuel tank;
- (c) The name and current employment status of the design responsible engineer for the fuel system plumbing;
- (d) A list of the crash test (by run number) for validation and certification to FMVSS No. 301;
- (e) A list of the sled test (by run number) for validation and certification to FMVSS No. 301;
- (f) The present location of the certification file for compliance to FMVSS No. 301;
- (g) The name(s) of the fuel tank supplier, heat shield supplier and fuel lines supplier;
- (h) A list by number of each Engineering Work Order, Engineering Change Order and Test Order issued by the defendant with regard to the change;
- (i) A complete description of the reasons for the change;
- (j) A complete description of all other changes to the fuel storage supply system between model year 1995 and model year 2001 excluding fuel tank material;
- (k) The identity and location of all finite element modeling and computer simulations utilized by the defendant for FMVSS No. 301 validation and certification.

ANSWER: See Answer and objections to Interrogatory No. 5 and Response to Plaintiffs' Fourth Requests for Production, Request No. 2. Beyond that, General Motors objects to this interrogatory because Plaintiffs have not yet disclosed or identified the specific component(s) of the fuel storage system and/or fuel delivery system they allege are defective. Because Plaintiffs have not disclosed such information, General Motors is unable fully and adequately to determine if material changes in the fuel tank composition mentioned in this interrogatory are relevant to this matter.

36. With regard the defendant's Automotive Strategy Board, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting

minutes and documents generated by said entity.

ANSWER: The Automotive Strategy Board (ASB) is responsible for the global strategic direction of GM's automotive business, including alliances and corporate and resource issues. Beyond this, General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

37. With regard the defendant's Directors and Corporate Governance Committee, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;**
- (b) The function or responsibilities;**
- (c) The dates in which they existed;**
- (d) The chairman for each year;**
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and**
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.**

ANSWER: The Directors and Corporate Governance Committee is responsible for reviewing with the Board, on an annual basis, the appropriate skills and characteristics required of Board members in the context of the current make-up of the Board. Beyond this, General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

38. With regard the defendant's Public Policy Committee of the GM Board of Directors, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;**
- (b) The function or responsibilities;**
- (c) The dates in which they existed;**
- (d) The chairman for each year;**
- (e) If they conducted meetings and if so, were minutes of these meetings**

- recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: General Motors has a committee known as the Public Policy Committee, which addresses topics like political, social and public policy issues, as well as government relations, diversity, philanthropic activities and other public policy issues. Beyond that, GM objects to this interrogatory because it is overly broad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). The topics and issues address by this committee have no bearing on Plaintiffs' unspecified defect allegations involving the fuel system in the 2001 Chevrolet Blazer.

39. With regard the defendant's Public Policy Global Coordination Team, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: A Public Policy Global Coordination Team directs the Public Policy Center (PPC) and comprises members from GM's four operating business regions and the respective regional strategy boards. This management structure provides the Global Coordination Team with a direct link to the strategy and business decisions taken by the Automotive Strategy Board and the regional strategy boards. PPC leadership is provided by its Vice President of Environment and Energy, Vice President of Corporate Responsibility and Diversity, Vice President of Government

Relations, and Chief Economist. Beyond this, General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1).

40. With regard to the defendant's Safety Integration Council, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: General Motors has had a committee or group dedicated to safety issues since the 1960s. The name has changed many times. The following is a listing of the various names and approximate time frame for each group:

<u>Time Frame</u>	<u>Official Name</u>
1960s – 1994	Safety Review Board (SRB)
6/1993 - 3/1994	Safety Center Council (SCC)
4/1994 - 5/1996	Safety & Restraints Center Council (SRCC)
6/1996 - 12/2000	Safety Center Council (SCC)
1/2001 - 12/2004	Safety Integration Council (SIC)
1/2005 - 6/2006	GMNA Safety Integration Council (GMNA SIC)
7/2006 – Present	GMNA Safety Integration Technical Staff (SITS)

The Global Safety Council (now known as the Global Safety Integration Technical Staff

or Global SITS or GSITS) is not as old at the GMNA SITS.

<u>Time Frame</u>	<u>Official Name</u>
1999 - 6/2006	Global Safety Council (GSC)
7/2006 – Present	Global Safety Integration Technical Staff (GSITS)

The Safety Center was responsible for working on automotive safety related engineering issues. It is an organization of safety engineers and test facilities responsible for working on automotive safety related engineering issues. The name was changed from the Safety and Restraint Center to the Safety Center in 1996 when passenger restraint responsibilities were transferred to the Interior Center. The Safety Center operated through a council known as the Safety Center Council. The council had monthly meetings with meeting minutes.

Beyond that, GM objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

41. With regard the defendant's Global Safety Council, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: See Answer and objections to Interrogatory No. 40.

42. With regard the defendant's Safety Center Council, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;

- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: See Answer and objections to Interrogatory No. 40.

43. With regard the defendant's North America Executive Design and Engineering Council (EDEC), please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: General Motors objects to this interrogatory because it is vague and ambiguous.

General Motors does not have a database known as the "North American Executive Design and Engineering Council database." However, General Motors did have a North American Executive Design and Engineering Council. If plaintiffs can better explain what is being sought by this request and how it can be relevant to this product liability action, General Motors can provide a further response. General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

44. With regard the defendant's Product Development Staff Meetings, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;

- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: The term "Product Development Team", which Plaintiffs appear to be asking about, is a term of art used at General Motors to describe a group of engineers assigned to work on the development of a vehicle sub-system for a specific vehicle program. The work product for a product development improvement team would be contained in the engineering documents for the specific vehicle program. Beyond that, GM objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). Plaintiffs have not defined with sufficient specificity the information they seek beyond the large volume of information and documents already requested in their multiple sets of discovery. General Motors also objects to this Interrogatory as cumulative, duplicative, and harassing.

45. With regard the defendant's Chassis Center Council, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: General Motors objects to this interrogatory because it is vague and ambiguous.

General Motors does not have a database known as the "Chassis Center Council database." However, General Motors did have a Chassis Center Council. If plaintiffs can better explain what is being sought by this request and how it can be relevant to this product liability action, General Motors can provide a further response. General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

46. With regard the defendant's Body Center Council, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: General Motors objects to this interrogatory because it is vague and ambiguous. General Motors does not have a database known as the "Body Center Council database." However, General Motors did have a Body Center Council. If plaintiffs can better explain what is being sought by this request and how it can be relevant to this product liability action, General Motors can provide a further response. General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

47. With regard the defendant's Change Review Board, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: The term Change Review Board refers to various groups throughout General Motors to review and approve technical specifications, initiate change control and to review and approve changes to previously approved technical specifications. There is no known registered database linked to a Change Review Board. However, changes to designs are typically stored in the Change Request/Decision Notice (CR/DN) database which is located in VIS. Beyond that, GM objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

48. With regard the defendant's Fuel System Leadership Team, please answer the following for the years 1995-2005:

- (a) All names by which the entity has been known;
- (b) The function or responsibilities;
- (c) The dates in which they existed;
- (d) The chairman for each year;
- (e) If they conducted meetings and if so, were minutes of these meetings recorded, where said meeting minutes are maintained and if said meeting minutes are on a computer database including the name of the database; and
- (f) The name of the current person responsible for maintaining the meeting minutes and documents generated by said entity.

ANSWER: General Motors objects to this interrogatory because it is vague and ambiguous. General Motors does not have a database known as the "Fuel System Leadership Team database." However, General Motors did have a Fuel System Leadership Team. If plaintiffs can

better explain what is being sought by this request and how it can be relevant to this product liability action, General Motors can provide a further response. General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1).

49. Provide a list of all committees, groups, boards, teams, councils or staff meeting minutes currently maintained in the General Motors' MINS 2 database system and for each listed provide the date of the last entry into the database.

ANSWER: General Motors' Legal Staff created a number of databases known as MINS, MINS2, MINS3 and MINS4. These databases contain the meeting materials that could be located from various internal committees at General Motors from the mid-1990s and reaching back to the 1970s for some committees. General Motors already searched for and provided MINS search results related to the relevant scope of vehicles in this case. See GM's responses to Plaintiffs' Second Requests for Production, Request No. 4. General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1).

50. Provide a list of all committees, groups, boards, teams, councils or staff meeting minutes currently maintained in the General Motors' MINS 2 database system and for each listed provide the date of the last entry into the database.

ANSWER: See Answer and objections to Interrogatory No. 49.

51. Provide a list of all committees, groups, boards, teams, councils or staff meeting minutes currently maintained in the General Motors' MINS 3 database system and for each listed provide the date of the last entry into the database.

ANSWER: See Answer and objections to Interrogatory No. 49.

52. Provide a list of all committees, groups, boards, teams, councils or staff meeting

minutes currently maintained in the General Motors' MINS 4 database system and for each listed provide the date of the last entry into the database.

ANSWER: See Answer and objections to Interrogatory No. 49.

53. Identify each and every computer database maintained by General Motors' that contains meeting minutes of any G. M. committees, groups, boards, teams, councils or staffs and provide the name of the database, and names of entities it contains including the dates covered.

ANSWER: General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1).

54. Please state the name of the employee of General Motors that is the current Global Process Manager of Information Life Cycle Management.

ANSWER: Information LifeCycle Management is not an entity, but a process the purpose of which is to facilitate the management of GM information in all forms, from creation to disposal, using professionally accepted practices, processes and systems. The Information LifeCycle Management process supports the records management and retention requirements established by GM. The Information LifeCycle Management process was implemented beginning in April 2002. Information LifeCycle Management, being a process, is not the responsibility of any one group of employees. It is the responsibility of all employees to follow the information management requirements. As such, there is no list or standard set of databases for which employees who support the Information LifeCycle Management have access to. Access to databases is provided dependent on the business needs of individual employees based upon their role in the corporation. Beyond that, General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P.

56.01(b)(1).

55. With regard to the defendant's Information Life Cycle Management, please answer the below listed:

- (a) The functions and responsibilities of the entity;**
- (b) When the entity came into existence;**
- (c) A list of the databases available to employees working within Information Life Cycle Management;**
- (d) Who within Information Life Cycle Management has been contacted with regard to answers to discovery in this lawsuit;**
- (e) Identify any searches conducted in Information Life Cycle Management to answer discovery in this lawsuit;**
- (f) Did Information Life Cycle Management replace the General Motors' Data Review Center described in "Exhibit A";**
- (g) If the answer to (f) above is negative, please identify what did replace the Data Review Center.**

ANSWER: With respect to subpart (f), see Answer to Interrogatory No. 85. Beyond that, see Answer and objections to Interrogatory No. 54.

56. With regard to the Larry Bass and Meredith Bass et al vs. Killpack Trucking, Inc. et al, and all cases consolidated for discovery, in the Circuit Court of Jackson County, Missouri at Independence, Case No's: 01-CV-215701; 01-CV-215723; 01-CV-215741; 01-CV-216154; 01-CV-228952; 01-CV-229827; and 02-CV-207281 Division 5 can General Motors duplicate the discovery production as it relates to post collision fuel fed fires and S/T vehicles or provide an index of the production?

ANSWER: The referenced cases arose out of a 32-car accident that resulted in 10 fatalities. The GM vehicles alleged to be defective in those cases were a 1989 Pontiac 6000 sedan, a 1994 Chevrolet Cavalier station wagon, and a 1992 full-size Chevrolet pickup. None are substantially similar to the 2001 Chevrolet Blazer involved in this case or the GMT 330 program vehicles that are substantially similar to it. Therefore, General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1).

57. Did the defendant have a GMT 325 and GMT 330 Fuel System Product Development Team during the design, development, testing and manufacture of the 1995-2005 model year GMT 325 and GMT 330 vehicles? If so,

- (a) The name of each employee assigned to the team;
- (b) The years they were assigned to the team;
- (c) Their job title and job responsibility for each year assigned to the team;
- (d) Their current employment status;
- (e) The name of each member of the team that maintained personal files regarding the fuel system of the 1995 thru 2005 model year GMT 325 and GMT 330 vehicles;
- (f) Where are said files now maintained;
- (g) The name of the person(s) responsible for their maintenance;
- (h) The function, goals and/or guidelines set out for the team.

ANSWER: The Fuel System Product Development Team is chaired by the Design Release Engineer and has representation and support from Designers, Manufacturing Engineering, Safety & Crashworthiness Engineering, Fuel System Development Engineer, Validation Engineer, Component Supplier Engineer(s), Prototype Parts Analyst, Supplier Quality Engineer and Materials & Fastener Engineer. The Product Development Team works on engineering fuel system design, assembly, supplier manufacturing and development & validation testing. General Motors does not have a formal process of assigning employees to a specific Product Development Team. Furthermore, GM does not maintain the names of each member of the team. General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

58. Did the defendant's GMT 325 and GMT 330 Program have a Project 1800 Committee during the design, development, testing and manufacture of the 1995 thru 2005 model year GMT 325 and GMT 330 vehicles? If so, please state:

- (a) The name of each employee assigned or was a member of the committee;
- (b) The years that each was a member of the committee;
- (c) Their job title and job responsibility for each year they served as a member of the committee;

- (d) Their current employment status;
- (e) The name of each member of the team that maintained personal files regarding the fuel system of the 1995 thru 2005 model year GMT 325 and GMT 330 vehicles;
- (f) Where are said files now maintained;
- (g) The name of the person(s) responsible for their maintenance;
- (h) The corporate function, goals and/or guidelines set out for the committee.

ANSWER: There was no Project 1800 applicable to the GMT 325/330 vehicles.

59. Did the defendant's GMT 325 and GMT 330 Project 1800 Committee hold or conduct meetings, workshops, seminars or other instructional presentations? If so, please state;

- (a) Where said written materials generated by these functions are now maintained;
- (b) The name of the person(s) responsible for the maintenance.

ANSWER: There was no Project 1800 applicable to the GMT 325/330 vehicles.

60. List the name and current employment status of each and every design release engineer for the GMT 325 and GMT 330 fuel system, performance engineer for the GMT 325 and GMT 330 fuel system, design release engineer for the GMT 325 and GMT 330 fuel system plumbing for the 1995 thru 2005 model year GMT 325 and GMT 330 vehicles.

- (a) If any requested position has more than one name that is responsive, list the name of the engineer(s), designate his or her title and the years he or she held that position.
- (b) Did they maintain personal files regarding the 1995 thru 2005 GMT 325 and GMT 330 vehicles and if so, where are those files now maintained and the name(s) of the person(s) responsible for their maintenance?

ANSWER: See Answer to Interrogatory No. 8. Beyond that, GM objects to the request for information about "personal files" as vague and ambiguous. If Plaintiffs will explain what they mean by "personal files" GM will supplement its Answer and/or objections, if appropriate. General Motors also objects to this interrogatory as unduly burdensome to the extent it vaguely asks for the "current employment status" of former GM employees, and to the extent it purports to confer an obligation upon GM to locate and communicate with former employees. General

Motors also objects to this interrogatory because it is not properly limited in scope, and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). The names, employment status, and “personal files” of engineers who were not responsible for the design of the fuel system in 1998 with NE2 RPO – 2005 GMT330 4-door sport utility vehicles (S/T 10506 models) have no bearing on Plaintiffs’ still-undisclosed defect theory involving the fuel storage and/or delivery system in the 2001 Chevrolet Blazer. Furthermore, since employees were not required to keep any specific files or a personal set of files at their desks, compliance with such a broad request would require a desk-by-desk search for current employees throughout the company to see what they may have and/or a box-by-box search in some warehouse, assuming desk materials of former employees were kept or archived.

61. List the name and current employment status of the engineer in charge of the vehicle exterior, the chief engineer, engineering group manager in charge of safety and crashworthiness, director of engineering, program manager or director and assembly plant managers for the 1995 thru 2005 model year GMT 325 and GMT 330 vehicles.

- (a) If any requested position has more than one name that is responsive, list the name of the engineer(s), designate his or her title and the years he or she held that position.**
- (b) Did they maintain personal files regarding the 1995 thru 2005 GMT 325 and GMT 330 vehicles and if so, where are those files now maintained and the name(s) of the person(s) responsible for their maintenance?**

ANSWER: The names of GM employees who were involved in crash testing and the design and development of the fuel system in the 1998 with NE2 RPO – 2005 GMT330 4-door sport utility vehicles are identified in the test reports GM has produced in this case (e.g., Bates Nos. 629-5921, 85655-87684). General Motors objects to this interrogatory as vague to the extent it asks for the names and employment status of “the engineer in charge of the vehicle exterior”, “chief

engineer”, “director of engineering”, “program manager or director” and “assembly plant managers”. General Motors also objects to this interrogatory because it is not properly limited in scope and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). The names, employment status, and “personal files” of engineers who were not responsible for the design of the fuel system in 1998 with NE2 RPO – 2005 GMT330 4-door sport utility vehicles (S/T 10506 models) have no bearing on Plaintiffs’ still-undisclosed defect theory involving the fuel storage and/or delivery system in the 2001 Chevrolet Blazer.

62. At any time during the establishment, design, development, testing and manufacture of the 1995-2005 model year GMT 325 and GMT 330 vehicles did the defendant have in effect a cost reduction program sometimes referred to as Project 1800? If so, please state;

- (a) The date said program started and ended;
- (b) The name title and current job status of the person(s) initiating said program;
- (c) If the initiation of said program was in writing;
- (d) If there were any guidelines, instructions or other written documents regarding the program distributed and if so, where said written documents are now maintained and the name(s) of the person(s) responsible for their maintenance.

ANSWER: There was no Project 1800 applicable to the GMT 325/330 vehicles.

63. Did the defendant maintain Project Files and/or Project Center Files for the 1995 through 2005 GMT 325 and GMT 330 vehicles? If so,

- (a) Where are said files located; and
- (b) The name of the person(s) responsible for the maintenance.

ANSWER: There was no Project Center applicable to the GMT 325/330 vehicles.

64. Did the defendant have Product Description Manuals for the 1995-2005 GMT 325 and GMT 330 vehicles. If so,

- (a) Where are said manuals located; and
- (b) The name of the person(s) responsible for their maintenance.

ANSWER: See Response to Plaintiff's Fifth Request for Production, Request No. 44.

65. Did the defendant have Product Program Books for the 1995-2005 model years GMT 325 and GMT 330 vehicles? If so,

- (a) Where are said books located; and**
- (b) The name of the person(s) responsible for their maintenance.**

ANSWER: See Response to Plaintiff's Fifth Request for Production, Request No. 44.

66. Did the defendant have Plan Books for the 1995-2005 model GMT 325 and GMT 330 vehicles? If so,

- (a) Where are said books located; and**
- (b) The name of the person(s) responsible for their maintenance.**

ANSWER: See Response to Plaintiff's Fifth Request for Production, Request No. 44.

67. Did the defendant have Engineering Program Plans for the 1995-2005 model GMT 325 and GMT 330 vehicles? If so,

- (a) Where are said plans located; and**
- (b) The name of the person(s) responsible for their maintenance.**

ANSWER: General Motors is conducting a search for responsive information related to the fuel system in 1998-2005 model year GMT330 4-door sport utility vehicles (S/T 10506 models) and will supplement its answer following the completion of its search. Beyond that, General Motors objects to this interrogatory because it is overbroad, not properly limited in scope, and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

68. Did the defendant have Safety Goals for the 1995-2005 model year GMT 325 and GMT 330 vehicles? If so,

- (a) Where are said safety goals now located; and**
- (b) The name of the person(s) responsible for their maintenance.**

ANSWER: See Response to Plaintiff's Seventh Request for Production, Request No. 39.

Beyond that, General Motors objects to this interrogatory because it is overbroad, not properly limited in scope, and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

69. With regard to the defendant's Vehicle Safety Improvement Program (VSIP) for the 1995-2005 GMT 325 and GMT 330 vehicles list the name and current employment status of the VSIP engineer, safety and crashworthiness engineer, person or persons responsible for establishing the safety performance objectives, person or persons responsible for overseeing said objectives being met and person in charge of the VSIP Program.

- (a) **If any requested position has more than one name that is responsive, list the name of the engineer(s) and/or person(s), designate his or her title and the years he or she held the position.**
- (b) **Did they maintain personal files regarding the 1995-2005 GMT 325 and GMT 330 vehicles and if so, where are those files now maintained and the name(s) of the person(s) responsible for their maintenance.**

ANSWER: See Response to Plaintiff's Seventh Request for Production, Request No. 39.

Beyond that, General Motors objects to this interrogatory because it is overbroad, not properly limited in scope, and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

70. Please list the make, make model and year of each vehicle manufactured by the defendant that utilizes the same or similar fuel system including component parts as the vehicle made the basis of this lawsuit?

ANSWER: The vehicles that utilized the same or substantially similar fuel system including component parts include 1998 with NE2 RPO – 2005 GMT330 4 door sport utility vehicles (S/T 10506 models) which have been marketed as the Chevrolet Blazer, GMC Jimmy, and Oldsmobile Bravada.

71. With regard to the fuel storage and delivery system including each and every

component part of the vehicle made the subject of this lawsuit, please list for each:

- (a) The part number, description of the title of the part, manufacturer of the part, and the G. M. drawing number for the part;**
- (b) The location of the part drawing and the person(s) responsible for the maintenance of the drawing;**
- (c) The Quality Control specifications and/or requirement for the part;**
- (d) The material specification for the part including title and location;**
- (e) If a Failure Mode Effect Analysis was required for the part;**
- (f) The patent number for each part and the assignee; and**
- (g) The General Motors Uniform Test Specifications for the part.**

ANSWER: Plaintiffs' request for information about "each and every component part of the vehicle" is the type of harassing discovery that "goes beyond a mere fishing expedition, it seems designed to 'drain the pond and collect the fish from the bottom.'" *State ex rel. Upjohn Co. v. Dalton*, 829 S.W.2d 83, 85 (Mo. App. 1992) (citing *In re IBM Peripheral EDP Devices Antitrust Litigation*, 77 F.R.D. 39, 42 (N.D. Cal. 1977)). Even if the Interrogatory were limited to "each and every the component part" of the fuel system, it would still be improper because it would not be limited to any particular allegedly defective fuel system components. To date, Plaintiffs have not identified any particular fuel storage or delivery system component they claim failed or was defectively designed. Nor have Plaintiffs provided any specific theory of defect. General Motors therefore is not on notice of the specific claims against it, and is thus unable to further answer or formulate objections to this interrogatory. Accordingly, General Motors objects to this Interrogatory because it is overbroad, unduly burdensome, not properly limited in scope, and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

72. Is the defendant aware of any other incidents in which a post collision fuel fed fire occurred in 1995-2005 GMT 325 and GMT 330 vehicles. Please answer the following:

- (a) The date and location of said occurrence;**
- (b) The names and current addresses of the person(s) with knowledge of said**

- occurrence including the victim(s);
- (c) If a lawsuit has been filed regarding said occurrence, and if so, the case caption, court where filed, case number and name and address of the attorney(s) representing the plaintiff.

ANSWER: General Motors will search for and produce, if found:

- A. Copies of Customer Assistance Center Contacts (“CACs”); and
- B. A list of complaints and not-in-suit matters

involving allegations that a defect in the fuel system in a 1998 with NE2 RPO – 2005 GMT330 4 door sport utility vehicle involved in a rear impact resulted in a post-collision fuel-fed fire. See also the list of lawsuits identified in the *Ligas* discovery for incidents not involving rear impacts. Beyond that, GM objects to this interrogatory as phrased because it includes any other incidents allegedly involving a post collision fuel fed fire, rather than being properly limited to other alleged incidents occurring under the same or substantially similar circumstances as this accident. General Motors also objects to this interrogatory to the extent it asks for the names and addresses of “person(s) with knowledge of said occurrence including the victim(s)”, as such a request is overbroad and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1).

73. Please state if the subject vehicle was equipped with a Sensing Diagnostic Module (SDM) or a Diagnostic Energy Reserve Module (DERM).

ANSWER: Yes.

74. After the incident made the basis of this lawsuit did the defendant, its agent, servant, employee, insurance company including agents, servants and employees or any contractor acting in response to a request by the defendant and/or defendant’s insurance company download the data from the Sensing Diagnostic Module (SDM) or Diagnostic Energy Reserve Module (DERM)? If so, please answer the following:

- (a) The name and current address of the person(s) downloading the data;

- (b) The present whereabouts of said data;
- (c) The name of the person(s) with custody of said data;
- (d) Can the data again be downloaded from the vehicle and if not the reasons why;
- (e) Does the defendant have a book or manual that describes how the downloaded data can be interpreted; and
- (f) If the answer to (E) above is the affirmative, the name of the person(s) with custody of said book or manual.

ANSWER: No. However, GM has proposed a procedure to attempt to obtain that data. See correspondence from GM's outside counsel to Robert Langdon dated February 13, 2009 and to Daniel Allen and Robert Sullivan dated March 3, 2009. To date, none of Plaintiffs' attorneys have responded to GM's proposal to retrieve the data.

75. With regard to the below listed groups, committees, councils, teams, boards, centers, and staffs within General Motors, please answer the following for each for the years 1995-2005:

- (a) All names by which the entity has been known;
 - (b) Their function or responsibilities;
 - (c) The dates in which they existed;
 - (d) The chairman of each for the years 1992 through 2002;
 - (e) If they conducted meetings and if so were minutes of these meetings taken, where said meetings are maintained and are said meetings maintained on a computer database; and
 - (f) The name of the current person responsible for maintaining any meeting minutes or documents generated by each.
- (1) Competitive Vehicle Assessment Group;
 - (2) Chief Engineers Council;
 - (3) CEC Staff Support Group;
 - (4) Safety Communication Team;
 - (5) Product Development and Improvement Team;
 - (6) Safety and Crashworthiness Systems Group;
 - (7) Crashworthiness Coordination Committee;
 - (8) Product Investigation Group;
 - (9) Portfolio Management Council Steering Committee;
 - (10) NAO Strategy Board;
 - (11) Corporate Product Performance Objective Committee;
 - (12) Portfolio Managers Committee;
 - (13) ACGW Engineering Task Team (Automotive Components Group Worldwide);

- (14) GM Strategic Decision Center;
- (15) Engineering Directors;
- (16) NAO Design and Engineering Council;
- (17) Chief Engineer's Council Staff Support Group;
- (18) Windows to Technology;
- (19) Vehicle Technical Direction Group;
- (20) Portfolio Engineering Center;
- (21) Design and Portfolio Development Centers;
- (22) Divisional Senior Management Committee;
- (23) Corporate Product Program Analysis Staff;
- (24) NAO Design, Engineering & Research Operations;
- (25) Safety Issues Team
- (26) North American Engineering Product and Process Council.

ANSWER: General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

76. Does the defendant contract with any outside vendor, entity, company or university to investigate accidents involving General Motor's vehicles? If so please answer:

- (a) The name, address and telephone number of each;
- (b) The specifics of the contract;
- (c) The date, place and amount of each contract;
- (d) If reports are made with regard to the investigations;
- (e) Where the investigation reports are maintained;
- (f) The title of the report;
- (g) If the investigation reports are computerized, the location of the database(s) and what each is called;
- (h) Are investigation reports provided to General Motors, if so where are they maintained and the name of the person(s) responsible for their maintenance.

ANSWER: General Motors objects to this Interrogatory because it is overbroad and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). It is unclear what non-privileged information, if any, Plaintiff seeks through this interrogatory. The Missouri Rules of Civil Procedure only allow parties to obtain discovery regarding unprivileged matters. Despite the prohibition against requests for privileged information and materials, this Interrogatory

appears to seek such non-discoverable information and materials explicitly. Accordingly, GM objects to this Interrogatory to the extent it improperly seeks non-discoverable information protected from disclosure by the attorney-client privilege and/or attorney work-product doctrine.

77. Does the defendant through its Motorist Insurance Corporation conduct accident investigations and fill out Collision Performance and Injury Reports (CPIR's) as of July 1997? If negative please answer:

- (a) The method or system now utilized by the defendant to determine real world performance of its vehicles;
- (b) When said method or system now utilized was first implemented;
- (c) The title of the report now utilized;
- (d) The identity of the person(s), firm, group, company or corporation performing investigations;
- (e) The place where said investigation reports are maintained;
- (f) If the investigation reports are computerized, the location of the database(s) and what each is called; and
- (g) Are investigation reports provided to General Motors and if so, where are they maintained and the name of the person(s) responsible for their maintenance.

ANSWER: General Motors no longer uses the CPIR data collection process. It ended in 1996. CPIRs were never the sole means that GM used to gather data about "real world performance" of its vehicles. Instead, it was one of many sources of information about field performance, in addition to publicly available data, including FARS and NASS. General Motors has had a process for investigating field performance of its vehicles for decades, which is currently known as the Field Performance Evaluation (FPE) process. Investigations to support the FPE process are conducted by the Internal FPE Investigations Group in GM's Product Investigations department. Upon completion of the entire FPE process an FPE report is written. General Motors will search for and produce, if found and subject to a Protective Order, the FPE files related to the fuel storage system in the relevant GMT 330 trucks. Beyond this, GM objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to

the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). General Motors further objects to this discovery request to the extent it asks for information, data or documents created or developed in anticipation of litigation or during litigation, or otherwise is asking for information protected from disclosure by the attorney-client privilege and/or attorney work-product doctrine.

78. Identify by full name, address and telephone number each person the defendant expects to call as an expert witness at the trial of this case and, as to each expert so identified, state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

ANSWER: General Motors has not yet determined whom it may call as a retained expert witness at trial. General Motors will disclose its retained expert witnesses, and their opinions and the documents and materials they created, reviewed, or relied upon, in accordance with the Missouri Rules of Civil Procedure and any scheduling orders, and following disclosures and/or depositions of Plaintiffs' experts.

79. Does the defendant contract with any outside vendor, entity, company or university to investigate fires involving General Motor's vehicles? If so please answer:

- (a) The name, address and telephone number of each;
- (b) The specifics of the contract;
- (c) The date, place and amount of each contract;
- (d) If reports are made with regard to the investigations;
- (e) Where the investigation reports are maintained;
- (f) The title of the report;
- (g) If the investigation reports are computerized, the location of the database(s) and what each is called;
- (h) Are investigation reports provided to General Motors, if so where are they maintained and the name of the person(s) responsible for their maintenance.

ANSWER: General Motors objects to this Interrogatory because it is overbroad and seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). It is unclear what non-

privileged information, if any, Plaintiff seeks through this interrogatory. The Missouri Rules of Civil Procedure only allow parties to obtain discovery regarding unprivileged matters. Despite the prohibition against requests for privileged information and materials, this Interrogatory appears to seek such non-discoverable information and materials explicitly. Accordingly, GM objects to this Interrogatory to the extent it improperly seeks non-discoverable information protected from disclosure by the attorney-client privilege and/or attorney work-product doctrine.

80. Please state the profit per car to the defendant for the 1995-2005 model years GMT 325 and GMT 330 vehicles. Please list per model year, make and body style.

ANSWER: General Motors objects to this interrogatory because it is overbroad, not properly limited in time or scope, and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). *See* also Answers to Interrogatory Nos. 31 and 32.

81. Does the defendant maintain a collection of documents referred to as the Post Collision Fuel Fed Fire document collection? If so, please state:

- (a) If said collection is maintained in a computer database and if so are the documents full text and how said database is searchable.
- (b) The name(s) of the person(s) responsible for the maintenance of said collection or database and the place said database is maintained.
- (c) If said collection is contained on a computer database will the defendant consent to plaintiff making reasonable search request for documents?
- (d) The date of the last entry to said database.

ANSWER: Yes. (a) It is not maintained in a computer database. (b) It is maintained by GM's legal staff. (c) General Motors will not consent to plaintiff making searches of the collection. Beyond that, GM objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1). This collection pre-dates the GMT330 program, and thus contains no documents related to the GMT330. Moreover, the Missouri Rules of Civil

Procedure only allow parties to obtain discovery regarding unprivileged matters. Despite the prohibition against requests for privileged information and materials, this Interrogatory appears to seek such non-discoverable information and materials explicitly. Accordingly, GM objects to this Interrogatory to the extent it improperly seeks non-discoverable information protected from disclosure by the attorney-client privilege and/or attorney work-product doctrine.

82. Does the defendant maintain a collection of documents regarding over-the-axle fuel tank location? If so, please state:

- (a) If said collection is maintained in a computer database and if so are the documents full text and how said database is searchable.
- (b) The name(s) of the person(s) responsible for the maintenance of said collection or database and the place said database is maintained.
- (c) If said collection is contained on a computer database will the defendant consent to plaintiff making reasonable search request for documents?
- (d) The date of the last entry to said collection or database.

ANSWER: General Motors is not aware of any such collection.

83. Does the defendant maintain a collection of documents regarding cost/benefit analysis and/or value analysis? If so, please state:

- (a) If said collection is maintained in a computer database and if so are the documents full text and how said database is searchable.
- (b) The name(s) of the person(s) responsible for the maintenance of said collection or database and the place said database is maintained.
- (c) If said collection is contained on a computer database will the defendant consent to plaintiff making reasonable search request for documents.
- (d) The date of the last entry to said collection or database.

ANSWER: General Motors is not aware of any such collection. General Motors objects to this interrogatory because it is overbroad, vague, and ambiguous. Because of its breadth, GM cannot determine the extent to which it asks for information or documents protected from disclosure by the attorney-client privilege and the attorney work-product doctrine.

84. Does the defendant maintain a collection of the documents listed on defendant's Privilege Log of Ronald Elwell documents? If so, please state:

- (a) If said collection is maintained in a computer database and if so are the documents full text and how said database is searchable.
- (b) The name(s) of the person(s) responsible for the maintenance of said collection or database and the place said database is maintained.
- (c) If said collection is contained on a computer database will the defendant consent to plaintiff making reasonable search request for documents.

ANSWER: General Motors objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1). Mr. Elwell had no involvement in the design, development, testing, manufacturing or marketing of the GMT330 vehicles.

85. With regard to the defendant's Data Review Center attached as Exhibit "A" please answer the below listed:

- (a) In what type format does General Motors continue to maintain its inactive engineering documents;
- (b) Are these inactive engineering documents maintained in a searchable electronic format and if so, the title of the database;
- (c) Please list by request number each and every request filed in this lawsuit in which a search was conducted of the inactive engineering documents, name and title of person(s) conducting each search and where the search results are presently located; and
- (d) Is the GM Data Review Center still active and if so, where is it located and the name and title of the person(s) in charge.

ANSWER: In the late 1990s, General Motors hired a vendor named IHS to review inactive General Motors engineering documents and enter information into an electronic document system. The documents were sent to a location referred to as the Data Review Center (DRC) or Data Review and Retrieval Center (DRRC). IHS controlled operations at the DRRC. IHS was unable to complete its review and entry of the documents into the system. Although the project with IHS was not completed, General Motors continues to maintain its inactive engineering documents and those documents are searched in response to discovery as necessary depending upon the specific discovery request. At some point after IHS was disengaged from the project,

General Motors became aware that IHS posted to its website, some marketing material referring to the DRRC. The marketing material was prepared without General Motors' knowledge or authorization and does not accurately reflect the status of the project. Beyond that, GM objects to this interrogatory because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1).

86. With regard to the request for Production filed by plaintiff in this lawsuit if the defendant's answer to any request is that a search will be or has been conducted, please answer.

- (a) The title of each computer database and/or document collection searched;**
- (b) The name and title of the person(s) conducting said search;**
- (c) Were the search results saved and if so, in what format; and**
- (d) Where are the search results presently located.**

ANSWER: General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. See Mo. R. Civ. P. 56.01(b)(1). Who conducted searches, how they were conducted, where GM searched within the regular course of business, and the results of the searches have no bearing on the issues in this case, i.e., whether the as-yet unidentified components of the fuel storage and/or delivery system in the 2001 Chevrolet Blazer were defective and caused Plaintiffs' alleged injuries and damages. Moreover, even if such information were reasonably calculated to lead to the discovery of admissible evidence, Plaintiffs have less burdensome, more economical, and efficient means of obtaining information about specific document requests and the documents GM found, if any, responsive to such requests. This Interrogatory is one of the more egregious examples of Plaintiffs' continuing improper use of discovery to harass GM rather than to gather facts and evidence related to the issues raised by

the pleadings.

87. Explain in detail why the defendant has not provided NHTSA or DOT copies of the films, photographs, reports and other documents generated by the burning of vehicles and vehicle component parts as a part of the research projects conducted as a result of the GM/DOT Settlement Agreement and Class Action Settlement when said agreements call for complete disclosure.

ANSWER: The Settlement Agreement speaks for itself. General Motors complied with the reporting provisions of the Settlement Agreement, and NHTSA had access to GM's work. Furthermore, certain materials generated by subcontractors may not be available to GM. To the extent Plaintiffs are referring to reports and films generated by Motor Vehicle Fire Research Institute and/or its subcontractors, those materials were not placed in the National Highway Traffic Safety Administration public docket nor provided to NHTSA as part of the Settlement Agreement because GM did not enter into an agreement or contract with the Motor Vehicle Fire Research Institute to conduct any of the research projects as a part of the Settlement Agreement, and the Motor Vehicle Fire Research Institute did not perform work in connection with the Settlement Agreement. General Motors therefore objects to this interrogatory because it is based on erroneous assumptions and characterizations. General Motors also objects to this interrogatory because it is overbroad, vague, misleading, and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

88. Please provide the name, address, present location of the person(s) currently in possession of the materials described above that were withheld by the defendant from the original public exposure.

ANSWER: See Answer and objections to Interrogatory No. 87. General Motors objects to this interrogatory because it is overbroad, vague, misleading, and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of

admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

89. Did the defendant or some entity on behalf of defendant create and maintain a computer database or other form of electronic media storage for the materials, films and photographs generated by the various projects conducted under the GM/DOT Settlement Agreement? If so, please answer.

- (a) **The name and address of the person(s) who currently maintain the materials;**
- (b) **The name or title of the database or collection;**
- (c) **The current location of the database or collection.**

ANSWER: General Motors Corporation maintains a collection of documents, including all final reports, generated under the Settlement Agreement. Beyond that, General Motors objects to this interrogatory because it is overbroad and because it seeks information that is not relevant to the claims of the parties, nor reasonably calculated to lead to the discovery of admissible evidence. *See* Mo. R. Civ. P. 56.01(b)(1).

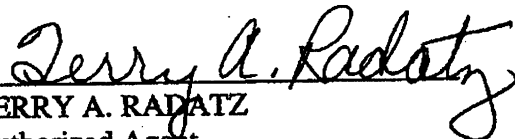
VERIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

TERRY A. RADATZ being first duly sworn, deposes and says that she is authorized pursuant to applicable law and rules to verify, on behalf of General Motors Corporation, the foregoing

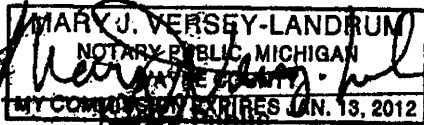
**DEFENDANT GENERAL MOTORS CORPORATION'S AMENDED AND
SUPPLEMENTAL ANSWERS AND OBJECTIONS TO PLAINTIFFS' THIRD
INTERROGATORIES**

and that the same are hereby verified on behalf of General Motors Corporation.


TERRY A. RADATZ
Authorized Agent

Sworn to and subscribed before me

this 6th day of March, 2009.


MARY J. VERSEY-LANDRUM
NOTARY PUBLIC, MICHIGAN
MY COMMISSION EXPIRES JAN. 13, 2012

Re: Faustino J. Alcudia v. General Motors Corporation, et al.

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

RICARDO JAIVER QUIROZ GALVÉZ, et al.)	
	)	Case No. 0716-CV34007
Plaintiffs,)	
	)	Division 17
vs.)	
)	
GENERAL MOTORS CORPORATION)	
And JAIREN L. HOWARD,)	
)	
Defendants.)	

**PLAINTIFFS' FOURTH SET OF INTERROGATORIES TO
DEFENDANT GENERAL MOTORS CORPORATION**

Plaintiffs, pursuant to Missouri Rule of Civil Procedure 57.01, propound the following Fourth Set of Interrogatories to Defendant General Motors Corporation (hereinafter "GM").

1. Please state the following with respect to the component circled in Exhibit A.
 - a. What is the name of the component?
 - b. What are the purposes of the component?
 - c. What is the part number of the component?
 - d. To what model year GMT 330 was the component first added?
 - e. To what model year GMT 325 was the component first added?
 - f. What events led to the installation of the component?
 - g. Why was this component installed on the 2001 Blazer?
 - h. Who made the decision to install the component on the 2001 Blazer?

ANSWER:

2. Please state the following with respect to components circled in Exhibit B.
 - a. What is the name of the components?
 - b. What are the purposes of these components?
 - c. What is the part number(s) of these components?
 - d. To what model year GMT 330 were these components first added?
 - e. To what model year GMT 325 were these components first added?
 - f. What events led to the installation of the component?
 - g. Why were these components installed on the 2001 Blazer?
 - h. Who made the decision to install these components on the 2001 Blazer?

ANSWER:

3. Defendant General Motors Corporation's Second Supplemental Responses to Plaintiffs' Third Interrogatories, service date of April 13, 2009, states, in part, as follows: **"To meet the new ORVR requirements in 2001, an inlet check valve was designed and integrated as part of the fuel fill inlet within the fuel tank assembly. The inlet check valve limits fuel 'spitback' from the fuel tank during refueling by allowing fuel flow only into the tank. In addition to preventing spitback, this one way-valve limits fuel leakage during a rollover event in which the fuel filler assembly's integrity is lost. The new inlet check valve for the 2001 model was assigned Part No. 15013508."** Please state the full legal name and address of the entity or entities involved in the design, manufacture, testing, and distribution of this "inlet check valve."

ANSWER:

4. Please identify the year, make, and model of General Motors Corporation's motor vehicles equipped with a fuel filler pipe check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.

ANSWER:

5. Please identify the year, make, and model of General Motors Corporation's motor vehicles equipped with a fuel filler neck check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.

ANSWER:

6. Please identify the year, make, and model of General Motors Corporation's motor vehicles equipped with a fuel fill inlet check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.

ANSWER:

7. Please identify the year, make, and model of General Motors Corporation's motor vehicles equipped with a fuel "spitback" check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.

ANSWER:

8. Please identify the year, make, and model of General Motors Corporation's motor vehicles equipped with a fuel system "rollover" check valve. For each check valve identified, please also identify the part number of the check valve; and state the name and address of the entities that designed, manufactured, tested, and distributed said check valve; and provide the patent number for said check valve.

ANSWER:

9. For lawsuits filed against General Motors Corporation wherein there was (1) a claim of personal injury or death to one or more occupants of (2) a 1995-2005 model year Blazer, Jimmy, and Bravada and (3) a post collision vehicle fire, please provide and identify the case caption, court where filed, case number, date filed, GM's file number, plaintiff attorney's name / address / phone number, year / model vehicle involved, and the disposition of case excluding money amounts.

ANSWER:

10. For each and every lawsuit filed against General Motors Corporation wherein it was alleged or claimed that a General Motors Corporation's vehicle lacked a fuel system check valve, should have been equipped with a fuel system check valve, lacked an adequate fuel system check valve, or should have been equipped with an adequate fuel

system check valve, please provide and identify the case caption, court where filed, case number, date filed, GM file number, plaintiff attorney's name / address / phone number, year / model vehicle involved, and the disposition of case excluding money amounts.

ANSWER:

11. Please identify the year and model of General Motors Corporation vehicles equipped with the fuel fill check valve / fuel inlet check valve identical to the one equipped on the 2000 Mailbu LS + LX 4 Door Sedans.

ANSWER:

12. Please identify the year and model of General Motors Corporation vehicles equipped with the part covered by U.S. Patent # 5,590,697.

ANSWER:

Respectfully submitted,

LANGDON & EMISON

By *Daniel Allen*

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fslough@scimlaw.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail, postage prepaid; () facsimile; () overnight service; () email; and/or () hand delivery this 4th day of May, 2009, upon:

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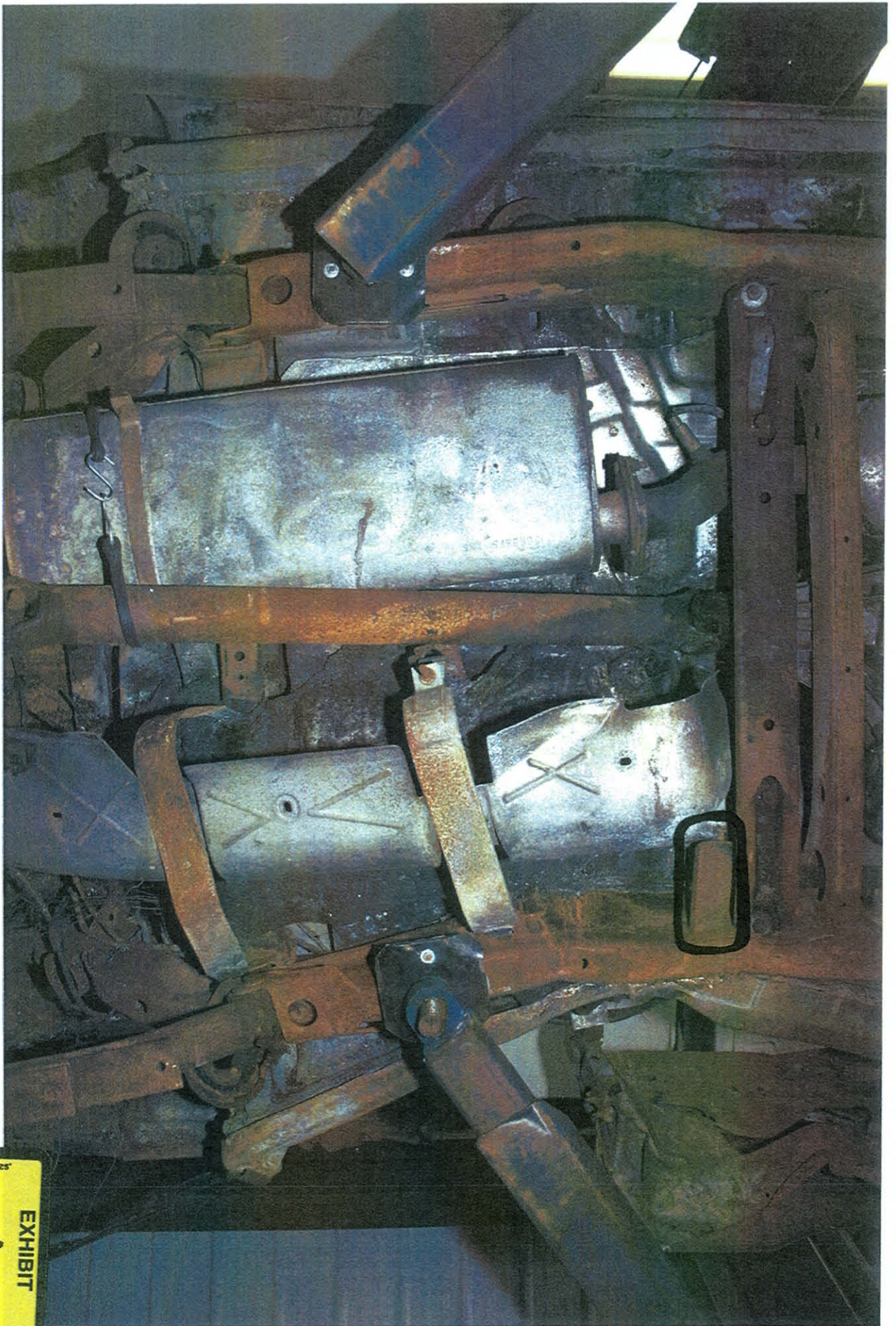
ATTORNEYS FOR DEFENDANT GENERAL MOTORS CORPORATION

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was served by () First Class U.S. Mail this 4th day of May, 2009, upon:

Crossroads Correctional Center
Jairen Howard #333465
1115 E. Pence Road
Cameron, MO 64429



Attorneys for Plaintiff



tabbies®
EXHIBIT
A



tabbies

B

EXHIBIT