

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HAMPTON)

 Lane Gray and Paschal Bishop, Jr.,) Civil Action No. 02-CP-2500-294
)
 Plaintiff,)
)
 vs.)
)
 General Motors Corporation,)
)
 Defendant.)
)
 _____)

IN THE COURT OF COMMON PLEAS

NOTICE OF CLASS ACTION
SETTLEMENT FINAL APPROVAL

TO: All residents of the State of South Carolina who were owners of one or more 1982 to 1994 model Chevrolet S-10 or T-10 pickup trucks or Blazers or GMC Sonoma pickup trucks or Jimmy or Oldsmobile Bravadas on June 1, 2005 (hereinafter "S/T trucks").

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. THIS NOTICE RELATES TO A SETTLEMENT OF A CLASS ACTION INVOLVING S/T TRUCKS FRONT DOOR HANDLE ASSEMBLIES. IF YOU ARE A MEMBER OF THE CLASS, THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS UNDER THE SETTLEMENT.

The purpose of this Notice ("Notice") is to inform you of the settlement ("Settlement") of this class action litigation. This Notice describes the basic terms of the Settlement, any rights you may have in connection with the Settlement, and what actions you may take if you are a member of the class. The Settlement Class is comprised of all residents of the state of South Carolina who owned as of June 1, 2005 one or more S/T Trucks and have a damage claim that exceeds \$100.¹

The factual statements in this Notice are based on information provided to the Court by the parties and are not findings of the Court on the merits of the claims or defenses asserted by any of the parties. This Notice is only intended to inform you of your rights under the terms of the Settlement.

I. THE LITIGATION

Claims were asserted in a potential class action lawsuit against General Motors Corporation. A class action is a lawsuit brought by one or more persons on behalf of others similarly situated. Plaintiff alleged that S/T Trucks have defective front door-handle assemblies because the return springs break and are prone to breaking in normal use and cause the door handle to extend into the passenger compartment instead of returning to a normal return position flush with the door. Specifically, Plaintiff claimed breaches of express and implied warranty.

The Court denied certification of a class because Plaintiff had not established, among other things, that all South Carolina owners of S/T Trucks had claims that exceeded the South Carolina class certification requirement that the claims of all class members exceed \$100. Plaintiff moved for reconsideration of that decision.

¹ The settlement remedies are offered to all potential class members regardless of whether their damages exceed \$100.

Prior to any further decision by the Court, the parties reached a proposed settlement. Pursuant to an order dated September 12, 2005, the Court approved preliminarily the settlement reached between the parties. On February 22, 2006, the Court held a fairness hearing to determine whether the proposed settlement was fair, reasonable and adequate to the Settlement Class.

On March 1, 2006, the Court issued an order of Final Approval and Judgement, in which the Court found that: (i) certification of the Settlement Class pursuant to Rule 23(a) of the South Carolina Rules of Civil Procedure was proper; (ii) the proposed settlement on the terms and conditions provided for in the Settlement Agreement was fair, reasonable, and adequate and was thus approved by the Court; and (iii) Class Counsel have adequately represented the interests of the Settlement Class Members. The time period within which any appeal, request for rehearing, or review of the order of final approval may be filed has either expired or has been resolved. The Settlement reached between the parties is now final according to its terms.

II. THE SETTLEMENT

A Settlement has been reached in the Litigation between Plaintiff, Paschal Bishop, Jr., and General Motors, as set forth in the Settlement Agreement, dated June 15, 2005, on file with the Court. A copy of the Settlement Agreement may be obtained as set forth in Section VI of this Notice. The Settlement provides the following for Settlement Class Members and other South Carolina residents who owned one or more S/T Trucks as of June 1, 2005 (hereinafter "Claimants"):

- A. For Claimants who have paid to replace an interior front door-handle assembly on a 1982 to 1994 S/T Truck, and who submit an itemized receipt to GM, GM will reimburse the portion of the cost of repair that represents the charge for the door-handle assembly part. If the receipt does not itemize the cost of the door-handle assembly part, GM will reimburse the Claimant in the amount of one half the total amount paid by the Claimant for replacement of the door handle assembly, not to exceed \$35 per door handle assembly. Claimants must timely submit a copy of a paid receipt evidencing the repair, along with the fully completed Proof of Claim form to the P.O. Box listed below. Once the claim has been verified, GM will forward a check made payable to the person who is listed on the Proof of Claim Form.
- B. For Claimants who currently have a broken return spring in a front door-handle assembly on a 1982 to 1994 S/T Truck, GM will either:
- (i) pay the cost of the door-handle assembly. The claimant must have the door-handle assembly repaired at an authorized Chevrolet or GMC truck dealer in South Carolina. The Claimant is responsible for the labor charges for the installation of the door-handle assembly; or,
 - (ii) provide the Claimant with a replacement door-handle assembly. The Claimant must bring the vehicle with the broken return spring to an authorized South Carolina Chevrolet or GMC truck dealer to receive the part. The installation of the replacement door-handle assembly will be the sole responsibility of the Claimant.
- Claimants must timely return a fully completed Proof of Claim Form to the P.O. Box listed below. Once the claim has been verified, the claimant will be sent instructions for obtaining the front door-handle assembly. Please note that the dealer may need to order the part if there is not one in stock.



C. For Claimants who have front door-handle assemblies on 1982 to 1994 S/T Trucks in which the return spring is not broken, GM will arrange to have an authorized South Carolina GM dealer apply lithium grease to the unbroken spring(s) of the original door-handle assembly without charge. Claimants must timely return a completed Proof of Claim Form to the P.O. Box listed below. Once the claim has been verified, Claimants will receive instructions for obtaining the application of the lithium grease to the unbroken springs.

Failure to fully complete the Proof of Claim Form and provide the requested documentation may result in the denial of your claim or may limit the type of remedy you receive. The accurately completed Proof of Claim Form must be returned by **June 14, 2006** to:

Lane Gray Settlement Class
P.O. Box 909989
Milwaukee, WI 53209-9989

III. RIGHTS AND OPTIONS OF CLASS MEMBERS

If you wish to participate in the Settlement. If you are a member of the Class and wish to participate in the Settlement, you must fully complete and submit the enclosed claim form. **Unless you requested exclusion from the class on or before January 3, 2006, and your exclusion request included your full name and address, the make, model year and vehicle identification number ("VIN") of the S/T truck owned, and specifically stated that you requested exclusion for the settlement class, you are bound by the terms of the settlement whether or not you return a claim form.** The Settlement does not release, dismiss or affect any past, present or future claims for personal injury or wrongful death.

IV. FOR MORE INFORMATION

Carefully review this Notice of Class Action Settlement and enclosed Proof of Claim Form. If there are any questions about the Settlement and Claims process after completely reviewing all enclosed documents, you may direct such requests or questions to the following phone number: 803-541-7871.

V. CLASS COUNSEL

The Court has designated Paschal Bishop, Jr. as Class Representative to represent all Settlement Class members. The Court has also designated as Class Counsel Terry E. Richardson, Jr. and Daniel S. Haltiwanger, both of Barnwell County, South Carolina, and Ronnie L. Crosby of Hampton County, South Carolina. The Class Representative and Class Counsel believe that the proposed settlement is fair, reasonable, and adequate. Counsel for the Settlement Class have entered into the settlement after weighing the substantial benefits against the probabilities of success or failure and the long delays that would be likely if the case proceeded to trial.

At the Final Approval Hearing held on February 22, 2005, the Court awarded Class Counsel attorneys' fees and costs in connection with the litigation of this case. The attorneys' fees and costs awarded have been agreed to by the parties, is paid to Class Counsel separately by General Motors and will not reduce, in any manner, Class Members' recovery under the Settlement. General Motors has agreed to pay Class Counsel attorneys' fees of \$275,000. Class members are not personally liable for any fees and costs.

The lead Class Counsel for the Settlement Class is:

Terry E. Richardson, Jr., Esquire
Richardson, Patrick, Westbrook & Brickman, L.L.C.
1730 Jackson Street
Post Office Box 1368
Barnwell, SC 29812

VI. EXAMINATION OF PAPERS AND INQUIRIES

This Notice is only a summary. The full Settlement Agreement and other documents in the case may be inspected and copied at the Hampton County Clerk of Court's Office, Elm Street, Hampton, South Carolina 29924. Do not write or telephone the Clerk's Office if you have any questions about this Notice or the settlement. For more information about the Settlement or Claims process, please refer to Section IV of this Notice.



SECTION C: CHECK THE REMEDY YOU ARE APPLYING FOR

_____ REFUND REMEDY (Complete Section D, below)

For Claimants who have paid to replace an interior front door-handle assembly on a 1982 to 1994 "S/T Truck" and who submit to GM or its designee a copy of a paid receipt evidencing the repair, GM shall reimburse the portion of the cost of repair that represents the charge for the door-handle assembly part. If the receipt does not itemize the cost of the door-handle assembly part, GM shall reimburse the Claimant in the amount of one half the total amount paid by Claimant for replacement of the door handle assembly, not to exceed \$35 per door handle assembly.

_____ REPLACEMENT REMEDY (Complete Section E, below)

For Claimants who currently have a broken return spring in a front door-handle assembly on a 1982 to 1994 "S/T Truck," GM will either (i) pay the cost of the door-handle assembly repaired at an authorized Chevrolet or GMC truck dealer in South Carolina. The Claimant pays the labor charges for the installation of the door-handle assembly, or (ii) upon presentation of the vehicle with the broken return spring to an authorized South Carolina Chevrolet or GMC truck dealer, the authorized Chevrolet or GMC truck dealer will provide the Claimant with a replacement door-handle assembly, the installation of which will be the sole responsibility of Claimant.

_____ APPLICATION OF LITHIUM GREASE REMEDY (Complete Section F, below)

For Claimants who have front door-handle assemblies on 1982 to 1994 "S/T Trucks" in which the return spring is not broken, if the Claimant brings their eligible vehicle(s) to an authorized South Carolina GM dealer, GM will arrange to have that dealer apply lithium grease to the unbroken spring(s) of the original door handle assembly without charge.

SECTION D: REFUND FOR REPLACEMENT OF FRONT DOOR ASSEMBLY

If you paid to replace an interior front door handle assembly on a 1982 to 1994 "S/T Trucks" GM will reimburse the portion of the cost of repair that represents the cost of the door handle assembly part. **(GM will only pay one-half of the total amount paid for replacement of the door handle assembly, not to exceed \$35 per door handle assembly, if the claimant does not provide an itemized receipt showing the cost of the door handle assembly part.)**

_____ I paid to replace an interior front door handle assembly. I am attaching a copy of the paid receipt itemizing the cost of the door-handle assembly part.

_____ I paid to replace an interior front door handle assembly. I am attaching a copy of the paid receipt without itemization of the door-handle assembly part.

YOU QUALIFY FOR REFUND FOR REPLACEMENT OF FRONT DOOR ASSEMBLY ONLY IF YOU CHECK THE FOLLOWING BOX:

I have completed Sections A, B, and C above and provided the make, model year, and VIN of my S/T Truck in Section B.

Once your claim has been verified, GM will forward a check made payable to the person who is listed on this Proof of Claim form.

SECTION E: REPLACEMENT OF THE FRONT DOOR-HANDLE ASSEMBLY

I currently have a broken return spring in a front door-handle assembly on my vehicle and:

I elect to have the front door-handle assembly repaired at an authorized Chevrolet or GMC truck dealer in South Carolina. I will pay the labor charges for installation of the door handle assemblies.

I elect to take my vehicle to an authorized Chevrolet or GMC truck dealer in South Carolina to receive a replacement front door-handle assembly. The installation of the assembly is solely my responsibility.

YOU QUALIFY FOR THE REPLACEMENT REMEDY ONLY IF YOU CHECK THE FOLLOWING BOX:

I have completed Sections A, B, and C above and provided the make, model year, and VIN of my S/T Truck in Section B.

Once your claim has been verified, you will be sent instructions for obtaining the replacement of the front door-handle assembly.

SECTION F: APPLICATION OF LITHIUM GREASE REMEDY

YOU QUALIFY FOR THE APPLICATION OF THE LITHIUM GREASE TO YOUR UNBROKEN RETURN SPRING ONLY IF YOU CHECK THE FOLLOWING BOX:

I have completed Sections A, B, and C above and provided the make, model year, and VIN of my S/T Truck in Section B.

Once your claim has been verified, you will be sent instructions for obtaining the application of the lithium grease to the unbroken return spring.

[DECLARATION ON NEXT PAGE]



I declare under the penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim was executed this _____ day of _____, 2006 in
(month)

(City, State, Country)

Signature of Claimant

Type or print name here

CLAIM FORMS NOT POSTMARKED BY JUNE, 2006 WILL BE REJECTED AND YOU WILL HAVE WAIVED ALL RIGHTS TO RECEIVE ANY SETTLEMENT BENEFITS.