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Superior Court of California
County of Los Angeles

OCT 19 2017

Sherril R. Carter, Executive Officer/Clerk
By: Rosalva R. Reza, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

v.

GENERAL MOTORS COMPANY, a corporation,

Defendant.

Case No. **BC 680388**

~~[PROPOSED]~~ FINAL JUDGMENT AND
PERMANENT INJUNCTION

Plaintiff, the People of the State of California ("the People" or "Plaintiff"), through its attorney, Xavier Becerra, Attorney General of the State of California, by Deputy Attorney General Michelle Burkart, has brought this action pursuant to provisions of California Business and Professions Code sections 17200, et seq. and 17500, et seq., having filed a complaint against General Motors Company ("GM").

Plaintiff and GM, by their counsel, have agreed to the entry of this Agreed Final Judgment and Permanent Injunction ("Judgment") without trial or adjudication of any issue of fact or law and without admission by GM of any wrongdoing or admission of any of the violations of the California Business and Professions Code sections 17200, et seq. and 17500,

1 et seq. or any other law as alleged by Plaintiff.

2 Contemporaneous with the filing of this Judgment, GM is entering into similar
3 agreements with the Attorneys General of Alabama, Alaska, Arkansas, Colorado, Connecticut,
4 Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa,
5 Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota,
6 Missouri, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico,
7 New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode
8 Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Vermont, Washington,
9 West Virginia, Wisconsin, and Wyoming (hereinafter, together with the Attorney General of
10 California, collectively referred to as “Attorneys General” or “Signatory Attorneys General”).

11 **1. PRELIMINARY STATEMENT**

12 1.1 In 2014, an Attorneys General Multistate Working Group (“MSWG”)—of which
13 California is a member—initiated an investigation (the “Investigation”) into certain business
14 practices of GM¹ concerning GM’s issuance of the following Recalls: NHTSA Recall Nos.
15 14V047, 14V346, 14V355, 14V394, 14V400, 14V490, and 14V540.

16 1.2 The MSWG was led by a Multistate Executive Committee (“MSEC”) comprised
17 of Connecticut, Florida, Maryland, Michigan, New Jersey, Ohio, Pennsylvania, South Carolina,
18 and Texas.

19 1.3 The Investigation was prompted by reports of unintended key rotation related
20 and/or ignition switch-related Recalls in several models and model years of GM vehicles.

21 1.4 The Investigation focused on the “Covered Conduct,” as that term is defined
22 herein.

23
24 ¹ The Investigation sought information about events that preceded the bankruptcy of General Motors
25 Corporation (“Old GM”). GM does not admit any wrongdoing or accept any liability for conduct allegedly
26 involving or relating to the activities of Old GM. Nothing in this Judgment is intended to imply or suggest that
27 GM is responsible for any acts, conduct, or knowledge of Old GM, or that such acts, conduct, or knowledge, can
28 be imputed to GM. Nor is anything in this Judgment intended to alter, modify, expand, or otherwise affect any
provision of the July 5, 2009 Sale Order issued by the U.S. Bankruptcy Court for the Southern District of New
York, or the rights, protections, and responsibilities of GM under the Sale Order or pertinent law.

1 1.5 This Investigation was based upon, and has proceeded under, the Attorney General
2 of the State of California's authority to act on behalf of, and to protect, the people of California
3 against alleged harms to Consumers pursuant to California Business and Professions Code
4 sections 17200, et seq. and 17500, et seq. and other laws.

5 1.6 On or about May 16, 2014, GM agreed to a Consent Order with NHTSA related to
6 the NHTSA 14V047 Recall that included, among other provisions, certain improvements GM
7 agreed to make to its Recall process and its handling of issues related to the safety of GM Motor
8 Vehicles (the "NHTSA Consent Order").

9 1.7 GM represents, and by entering into this Judgment, the Attorneys General rely
10 upon, that in compliance with the requirements set by NHTSA under the Federal Motor Vehicle
11 Safety Act, GM does and shall timely notify GM Motor Vehicle owners of a known defect related
12 to Motor Vehicle safety in GM Motor Vehicles.

13 1.8 On or about September 16, 2015, GM agreed to a Deferred Prosecution Agreement
14 with the U.S. Department of Justice (the "DPA"). Pursuant to the DPA, the U.S. Department of
15 Justice appointed a Monitor to assess GM's compliance with the DPA and to make
16 recommendations for additional improvements that GM is required by the DPA to adopt unless it
17 objects to a recommendation and the U.S. Department of Justice agrees that adoption of such
18 recommendation is not required.

19 1.9 The Signatory Attorneys General recognize that GM has cooperated with the
20 Investigation and has, prior to the Effective Date, voluntarily implemented improvements to its
21 safety organization and to its safety processes.

22 1.10 The Parties have reached an amicable agreement resolving the issues in
23 controversy and concluding the Investigation by filing/entering this Judgment. The Parties agree
24 that this Judgment resolves the Signatory Attorneys' General claims and potential claims under
25 their respective UDAP Laws as defined in Paragraph 5.27 and as set forth in Section 8 of this
26 Judgment.

27 NOW THEREFORE, upon the consent of the Parties hereto, **IT IS HEREBY**
28 **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1 **2. PARTIES**

2 2.1 Plaintiff is the People of the State of California. "Attorney General" shall refer to
3 Xavier Becerra, the Attorney General of the State of California.

4 2.2 Defendant is General Motors Company or "GM," which is headquartered in
5 Detroit, Michigan.

6 **3. JURISDICTION**

7 3.1 Pursuant to California Business and Professions Code sections 17200, et seq. and
8 17500, et seq., jurisdiction of this Court over the subject matter and over the Defendant for the
9 purpose of entering into and enforcing this Judgment is admitted. Jurisdiction is retained by this
10 Court for the purpose of enabling the Attorney General or the Defendant to apply for such further
11 orders and directions as may be necessary or appropriate for the construction and modification of
12 the injunctive provisions herein, or execution of this Judgment, including enforcement of this
13 Judgment and punishment for any violation of this Judgment. The Defendant waives any defect
14 associated with service of Plaintiff's Complaint and this Judgment and does not require issuance
15 or service of a Summons.

16 **4. VENUE**

17 4.1 Pursuant to the provisions of California Business and Professions Code
18 sections 17200, et seq. and 17500, et seq., venue as to all matters between the Parties relating to
19 or arising out of this Judgment shall lie exclusively in Los Angeles Superior Court or other State
20 Court of competent jurisdiction in the same district.

21 **5. DEFINITIONS**

22 In this Judgment, the following words or terms shall have these meanings:

23 5.1 "Advertise," "Advertisement," or "Advertising" means any written, oral, or
24 electronic statement, illustration, or depiction intended for Consumers and designed to create
25 interest among Consumers in the purchase of, impart information about the attributes of, publicize
26 the availability of, or effect the sale or use of, goods or services, whether the statement appears in
27 a brochure, certification, newspaper, magazine, free-standing insert, marketing kit, leaflet,
28 circular, mailer, book insert, letter, catalogue, poster, chart, billboard, public-transit card, point-of-

1 purchase display, package insert, package label, product instructions, electronic mail, website,
2 mobile application, homepage, film, slide, radio, television, cable television, program-length
3 commercial or “infomercial,” or any other medium whether in print or electronic form.

4 5.2 “Affected Vehicles” means the vehicles included in the Investigation Recalls
5 defined in Paragraph 5.14, below.

6 5.3 “Affiliates” means those individuals, corporations, partnerships, joint ventures,
7 trusts, associations, or unincorporated associations specifically listed on Exhibit A and including
8 Vehicle Acquisition Holdings, LLC, and NGMCO, Inc.

9 5.4 “Attorney General” or “Signatory Attorney General” means the Attorney General
10 of California and/or the Office of the Attorney General of California.

11 5.5 “Clear and Conspicuous” or “Clearly and Conspicuously” when referring to a
12 statement or disclosure, means that such statement or disclosure is disclosed in such size, color,
13 contrast, location, duration, and audibility that it is readily noticeable, readable, understandable,
14 or, if applicable, capable of being heard. A statement may not contradict or be inconsistent with
15 any other information with which it is presented. If a statement modifies, explains, or clarifies
16 other information with which it is presented, it must be presented in proximity to the information
17 it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not
18 be obscured in any manner. Audio disclosures shall be delivered in a volume and cadence
19 sufficient for a Consumer to hear and comprehend. Visual disclosures shall be of a size and shade
20 and appear on the screen for a duration sufficient for a Consumer to read and comprehend. In a
21 print Advertisement or promotional material, including, without limitation, point of sale display
22 or brochure materials directed to Consumers, the disclosures shall be in a type, size, and location
23 sufficiently noticeable for a Consumer to read and comprehend, in a print that contrasts with the
24 background against which it appears.

25 5.6 “Confidentiality Agreement” means the Confidentiality Agreement executed on or
26 about June 29, 2015.

27 5.7 “Judgment” refers to this document entitled Final Judgment and Permanent
28 Injunction in the matter of the *People of the State of California v. General Motors Company*.

1 5.8 “Consumer” means any person, a natural person, individual, governmental agency
2 or entity, partnership, corporation, limited liability company or corporation, trust, estate,
3 incorporated or unincorporated association, or any other legal or commercial entity, however
4 organized, to whom GM directly or indirectly offered its vehicles, products, or services for sale or
5 lease.

6 5.9 “Covered Conduct” means the engineering, manufacturing, marketing, sales, and
7 maintenance of the Affected Vehicles arising from the unintended key rotation-related and/or
8 ignition-switch-related Recalls including (a) when Old GM or GM became aware of an ignition
9 switch problem and whether Old GM or GM made timely disclosures of known defects to
10 Consumers and regulators; (b) whether Old GM or GM misrepresented, expressly, impliedly or
11 by omission, the safety, reliability or resale value of the Affected Vehicles to Consumers and
12 regulators; (c) whether Old GM or GM engaged in deceptive Advertising of the Affected
13 Vehicles; and (d) whether Old GM or GM engaged in the resale or offering for resale of any
14 Affected Vehicles with alleged ignition switch safety problems.

15 5.10 “Effective Date” means the date on which this Judgment has been signed by both
16 Parties and entered as an order by the Court.

17 5.11 “Fantasy Advertising” means Advertising that uses special effects or fictional
18 characters.

19 5.12 “GM” means General Motors Company and its present parents, subsidiaries
20 (whether or not wholly owned), and Affiliates. For the avoidance of doubt, undertakings by GM
21 in this Judgment do not include or extend to GM dealers or distributors.

22 5.13 For purposes of this Judgment only, “Ignition Switch” refers to any defective
23 ignition switch in any of the Affected Vehicles that is the subject of any of the Recalls that are the
24 subject of the multistate Investigation.

25 5.14 “Investigation Recalls” means NHTSA Recall Nos. 14V047, 14V346, 14V355,
26 14V394, 14V400, 14V490, and 14V540.

27 5.15 “Monitor” means the Monitor appointed by the U.S. Department of Justice,
28 pursuant to the DPA, as referenced in Paragraph 1.8.

1 5.16 “Motor Vehicle,” as used herein, means a self-propelled vehicle manufactured for
2 use on public streets, roads, or highways, but not on railroads.

3 5.17 “NHTSA” means the National Highway Traffic Safety Administration. If any
4 obligations, duties, or the jurisdiction of NHTSA should be transferred, consolidated, or merged
5 with the obligations, duties, or jurisdiction of any other federal governmental agency or entity
6 during the term of this Judgment, then all references to “NHTSA” in this Judgment shall apply to
7 that other governmental agency or entity.

8 5.18 “Recall 14V047” means NHTSA Recall No. 14V047, which includes these Motor
9 Vehicles: Model Year (“MY”) 2005-2010 Chevrolet Cobalt, MY 2006-2011 Chevrolet HHR, MY
10 2005-2006 Pontiac Pursuit, MY 2006-2010 Pontiac Solstice, MY 2007-2010 Pontiac G5, MY
11 2003-2007 Saturn Ion, and MY 2007-2010 Saturn Sky.

12 5.19 “Recall 14V346” means NHTSA Recall No. 14V346, which includes these Motor
13 Vehicles: MY 2010-2014 Chevrolet Camaro.

14 5.20 “Recall 14V355” means NHTSA Recall No. 14V355, which includes these Motor
15 Vehicles: MY 2005-2009 Buick LaCrosse, MY 2006-2011 Buick Lucerne, MY 2000-2005
16 Cadillac DeVille, MY 2006-2011 Cadillac DTS, MY 2006-2014 Chevrolet Impala, and MY 2006-
17 2007 Chevrolet Monte Carlo.

18 5.21 “Recall 14V394” means NHTSA Recall No. 14V394, which includes these Motor
19 Vehicles: MY 2003-2014 Cadillac CTS and MY 2004-2006 Cadillac SRX.

20 5.22 “Recall 14V400” means NHTSA Recall No. 14V400, which includes these Motor
21 Vehicles: MY 2000-2005 Chevrolet Impala, MY 1997-2003 Chevrolet Malibu, MY 2004-2005
22 Chevrolet Malibu Classic, MY 2000-2005 Chevrolet Monte Carlo, MY 1999-2004 Oldsmobile
23 Alero, MY 1998-2002 Oldsmobile Intrigue, MY 1999-2005 Pontiac Grand Am, and MY 2004-
24 2008 Pontiac Grand Prix.

25 5.23 “Recall 14V490” means NHTSA Recall No. 14V490, which includes the Motor
26 Vehicle MY 2002-2004 Saturn Vue.

27 5.24 “Recall 14V540” means NHTSA Recall No. 14V540, which includes these Motor
28 Vehicles: MY 2011-2013 Chevrolet Caprice and MY 2008-2009 Pontiac G8.

1 5.25 "Recall" or "Recalls" means a Motor Vehicle manufacturer's field action to
2 remedy a safety-related defect or non-compliance pursuant to the Federal Motor Vehicle Safety
3 Act, 49 U.S.C. §§ 30116-30120.

4 5.26 "Represent," "Representation," or "Representations" shall mean to communicate
5 through certifications, claims, statements, questions, conduct, graphics, symbols, lettering,
6 formats, devices, language, documents, messages, or any other manner or means by which
7 meaning might be conveyed.

8 5.27 "UDAP Laws" means all applicable consumer protection and unfair trade and
9 deceptive acts and practices laws, including, without limitation, California Business and
10 Professions Code sections 17200, et seq. and 17500, et seq., as well as common law and equitable
11 claims.

12 6. **CONDUCT PROVISIONS**

13 6.1 For the avoidance of doubt, the Conduct Provisions in this Section shall apply
14 exclusively to Motor Vehicles sold in the United States, and the obligations shall extend and relate
15 solely to GM's conduct with respect to such Motor Vehicles.

16 6.2 GM, in connection with the marketing or Advertising of certified pre-owned Motor
17 Vehicles shall not, in any manner, expressly or by implication:

18 6.2.1 Represent that certified pre-owned Motor Vehicles that GM Advertises are
19 safe, have been repaired for safety issues, or have been subject to a rigorous inspection, unless the
20 certified pre-owned Motor Vehicles are, based on dealer reports to GM, either not subject to any
21 open Recalls relating to safety or repaired pursuant to such a Recall, and the Representation is
22 otherwise not misleading. As provided in Paragraph 6.9, GM will continue to instruct its dealers
23 that certified pre-owned Motor Vehicles shall not be certified or delivered to a customer until all
24 Recall repairs have been completed.

25 6.2.2 Misrepresent the following:

26 6.2.2.1 Whether there is or is not an open Recall for safety issues on any
27 certified pre-owned Motor Vehicle;

28 6.2.2.2 Whether GM, or GM dealers to GM's knowledge, have repaired

1 certified pre-owned Motor Vehicles for open safety Recalls; and

2 6.2.2.3 Any other material fact about the safety of the certified pre-owned
3 Motor Vehicle GM Advertises for sale.

4 6.3 For a reasonable time after announcement of a Recall, in order to allow GM
5 sufficient time to administratively and promptly modify its offering or Advertising to comply with
6 Paragraph 6.2 of this Judgment, GM will not be held in violation of Paragraph 6.2 of this
7 Judgment. In recognition that the Recall repairs and the certification is done by GM's dealers,
8 GM may rely on its dealers' reported certification of a Motor Vehicle in its Advertising and
9 marketing materials pursuant to this Judgment.

10 6.4 GM shall comply with California's UDAP Laws that apply to GM and the Motor
11 Vehicles it manufactures, markets, and sells in the United States.

12 6.5 Notice to Consumers.

13 6.5.1 GM will maintain a Vehicle Safety Owner Engagement Team (or its
14 functional equivalent), which uses data analytics and customer research to analyze and, where
15 appropriate in GM's discretion, develop and execute communications and outreach tactics to
16 enhance Recall awareness by impacted customers in the U.S.

17 6.5.2 Within 60 days after one year after the Effective Date of this Judgment,
18 GM will provide the Signatory Attorneys General with a report that summarizes GM's activities
19 relative to Paragraph 6.5.1 above.

20 6.6 Advertising.

21 6.6.1 With respect to Advertisements in California concerning the product safety
22 of GM Motor Vehicles, GM will not engage in misleading or false Advertising in violation of
23 California Business and Professions Code sections 17200, et seq. and 17500, et seq. When
24 determining whether a particular Advertisement complies with the provisions in Section 6.6, the
25 entire Advertisement shall be considered, including the context of the particular depiction or
26 phrase(s) at issue, any limitations, warnings, or disclosures in the Advertisement, and any
27 limitations, warnings, or disclosures in the Motor Vehicle's owner's manual. Nothing herein shall
28 preclude GM from (a) demonstrating the ordinary use of vehicle components, systems, or

1 features, (b) demonstrating the performance of safety features, (c) depicting a Motor Vehicle
2 being driven by a professional driver on a closed course, provided that any necessary and
3 appropriate disclosures are Clearly and Conspicuously disclosed in the Advertisement, or
4 (d) using Fantasy Advertising.

5 6.6.2 GM shall not Represent that a Motor Vehicle is “safe,” “safest,” “safer,” or
6 use a term or phrase of similar superlative or comparative meaning regarding safety, unless they
7 have complied with those Federal Motor Vehicle Safety standards applicable to the Motor Vehicle
8 at issue, and, if necessary, GM Clearly and Conspicuously discloses the information necessary to
9 place the Representation in an accurate context, including by way of example: (a) the Motor
10 Vehicle for which the claim is made; and (b) the design, feature, equipment or aspect of
11 performance for which the claim is being made. The mere fact of a subsequent safety Recall of a
12 Motor Vehicle by itself does not render a prior Advertisement of that Motor Vehicle misleading or
13 otherwise state a violation of this Judgment.

14 6.6.3 Notwithstanding Paragraph 6.6.2, GM may (a) make truthful
15 Representations about the receipt of awards, ratings, or rankings from third parties (e.g.,
16 NHTSA’s New Car Assessment Program, J.D. Power & Associates, or the Insurance Institute for
17 Highway Safety), including those relating to safety; (b) make truthful Representations about any
18 Motor Vehicle and/or its systems and components which a Consumer should reasonably
19 understand are statements of opinion or statements not easily and objectively verifiable as
20 factually correct or incorrect; or (c) make truthful Representations that a Motor Vehicle has
21 specific safety features.

22 6.7 Safety-Related Organizational Restructuring and Data Analytics.

23 6.7.1 GM will maintain a Global Vehicle Safety organization (or its functional
24 equivalent) to identify and investigate issues related to the safety of GM Motor Vehicles.

25 6.7.2 GM will maintain a Global Product Integrity organization (or its functional
26 equivalent). Among its other functions, the Global Product Integrity organization will establish
27 processes to identify and resolve potential safety issues in the design of GM Motor Vehicles using
28 Design for Failure Mode and Effects Analysis (or its functional equivalent) and/or other strategies

1 selected by GM to achieve the same or similar results.

2 6.7.3 GM will maintain a Safety and Field Action Decision Authority (or its
3 functional equivalent) responsible for making decisions with respect to Recalls of GM Motor
4 Vehicles sold in the U.S.

5 6.7.4 GM will use advanced data analytics to identify, review, and analyze
6 product anomalies and events in support of the Motor Vehicle safety field investigation process.

7 6.8 Internal Reporting of Safety Issues.

8 6.8.1 GM will establish or maintain a "Speak Up for Safety" program (or its
9 functional equivalent) for its employees and GM dealer employees to report safety-related issues
10 concerning GM Motor Vehicles.

11 6.8.2 GM will require its U.S. salaried employees, as appropriate, to confirm
12 annually that they have reported any issues related to the safety of GM Motor Vehicles to the
13 "Speak Up for Safety" program (or its functional equivalent) or to appropriate GM personnel
14 consistent with GM's policies.

15 6.8.3 GM will establish or maintain a non-retaliation policy to protect employees
16 who report an issue related to the safety of GM Motor Vehicles, and GM will not retaliate or
17 tolerate retaliation in any form against an employee because that employee reports an issue
18 related to the safety of GM Motor Vehicles.

19 6.9 Certified Pre-Owned Vehicles.

20 6.9.1 GM will instruct its dealers that (a) all applicable Recall repairs must be
21 completed, and reflected as such in GM's systems, before any GM Motor Vehicle sold in the U.S.
22 and included in such Recall is eligible for certification; and (b) if there is a Recall on any
23 Certified Pre-Owned GM Motor Vehicle sold in the U.S., the required remedy or repair must be
24 completed before such Motor Vehicle is delivered to a customer.

25 6.10 Motor Vehicle Parts.

26 6.10.1 GM will establish or maintain appropriate processes and/or policies to
27 determine whether a change in a part for a GM Motor Vehicle sold in the U.S. affects the part's
28 "Fit, Form, or Function," such that the part number should be changed.

1 6.10.2 GM will train employees whose responsibilities include evaluating whether
2 a part change affects the part's "Fit, Form, or Function" to follow the processes that GM will
3 establish and maintain per Paragraph 6.10.1.

4 6.11 Consumer Complaint Resolution

5 6.11.1 Within 30 days of the Effective Date, GM shall appoint a person or persons
6 to act as a direct contact for the Signatory Attorney General's office for the resolution of
7 Consumer complaints arising from the subject matter of the Covered Conduct. GM shall provide
8 the Signatory Attorney General's office with the name(s), title(s), address(es), telephone
9 number(s), facsimile number(s), and electronic mail address(es) of the person(s) designated,
10 within 30 days of the Effective Date.

11 7. **PAYMENT TO THE STATES**

12 7.1 Within 30 days of the Effective Date of the California Judgment, GM shall pay
13 One Hundred Twenty Million Dollars (\$120,000,000.00) total, to be divided and paid by GM
14 directly to each Signatory Attorney General of the MSWG in an amount to be designated in
15 writing by and in the sole discretion of the MSEC. The MSEC will provide GM with instructions
16 for the payments to be distributed to each Signatory Attorney General under this Paragraph. Said
17 payment shall be used by the California Attorney General to defray the costs of the investigation
18 and litigation leading to the entry of this Judgment, and for the California Attorney General's
19 enforcement of consumer protection laws, at the sole discretion of the California Attorney
20 General. GM shall have no property right, interest, claim, control over, or title to any monies paid
21 by GM to the MSWG after the payment is made by GM under this Judgment. The parties
22 acknowledge that the payment described herein is not a fine, penalty, or payment in lieu thereof.

23 8. **RELEASE**

24 8.1 Upon full and complete payment of the amount(s) designated in Section 7, above,
25 the Attorney General of the State of California releases and forever discharges to the fullest extent
26 possible that the Attorney General is authorized under the law, (a) GM and its present and former
27 parents, subsidiaries (whether or not wholly owned), and Affiliates (including but not limited to
28 Vehicle Acquisition Holdings, LLC, and NGMCO, Inc.), and (b) the respective divisions,

1 organizational units, officers, directors, employees, agents, representatives, and in-house
2 attorneys of those entities in Section (a) of this Paragraph (the "Released Parties") from the
3 following: all civil claims (including claims for diminution in value), demands, causes of action,
4 damages, equitable claims, injunctive relief, restitution, fines, costs, attorneys' fees and penalties,
5 arising from the subject matter of the Covered Conduct, that the California Attorney General,
6 whether directly, indirectly, representatively, derivatively, in their sovereign enforcement capacity,
7 or as *parens patriae* on behalf of state citizens or in any other capacity, could have asserted,
8 before or as of the Effective Date, against the Released Parties under all UDAP Laws
9 (collectively, the "Released Claims").

10 8.2 Notwithstanding any term of this Judgment, the following do not comprise
11 Released Claims:

- 12 (A) Private rights of action;
- 13 (B) Claims of environmental or tax liability;
- 14 (C) Criminal liability;
- 15 (D) Claims for actual physical damage to real or personal property;
- 16 (E) Claims alleging violations of state or federal securities laws;
- 17 (F) Claims alleging violations of state or federal antitrust laws;
- 18 (G) Any obligations created under this Judgment;
- 19 (H) Any claims for relief under sections 17203, 17206, 17535, or 17536 of the
20 California Business and Professions Code that have been brought by the
21 Orange County District Attorney in *People v. General Motors LLC*, Orange
22 County Super. Ct. No. 30-2014-00731038, as of October 5, 2017, for
23 violations of California Business and Professions Code sections 17200, et
24 seq. or 17500, et seq., that occurred in Orange County, California.
- 25 (I) Any other civil or administrative liability that any person or entity,
26 including the Released Parties, has or may have to the State of California,
27 and any subdivision thereof, not expressly covered by the release in
28 Paragraph 8.1 above; and

(J) Any claims, other than claims under the UDAP Laws, related to the Covered Conduct.

9. ENFORCEMENT

9.1 For a period of five years after the Effective Date, for the purpose of resolving disputes with respect to compliance with this Judgment, duly authorized representatives of the Office of the Attorney General of the State of California shall, if they believe that GM has engaged in a practice that violates any provision of this Judgment, notify GM in writing of the Attorney General's belief that a violation has occurred. The Attorney General's notice shall include:

9.1.1 the specific basis for the belief;

9.1.2 the provision of the Judgment that the practice appears to violate; and

9.1.3 a date by which GM must respond to the notification, provided, however, that the response date shall be at least 60 days after the date of notification.

9.2 Upon receipt of written notice, GM shall provide a written response to the Attorney General either explaining why GM believes that it is in compliance with this Judgment or explaining how the alleged violation occurred and how GM intends to address it. Specifically, when explaining how the alleged violation occurred, GM may offer and the Attorney General may, but is not required to, consider whether the alleged violation resulted from an honest mistake or inadvertent error.

9.3 In the event that GM's response to the written notice does not address the Attorney General's concerns, the Attorney General may assert that GM has violated this Judgment in a separate civil action to enforce this Judgment, or seek any other relief afforded by law for such violation(s), only after providing GM with at least 60 days to respond to the notification as set forth in Paragraph 9.1 above. However, such Attorney General may take any action authorized by state or federal law without prior notice, except where such notice is required under state law, where the Attorney General reasonably concludes that, because of a specific practice, a threat to the health or safety of the public requires immediate action. Nothing in this paragraph shall be interpreted to create for the Attorney General new authority or right to take action that

1 does not exist already under state or federal law, or to limit or remove the rights of GM under
2 existing law to object to such action or otherwise to respond appropriately.

3 9.4 Nothing in this Section shall be construed to limit the Attorney General's
4 authority provided under California Business and Professions Code sections 17200, et seq. and
5 17500, et seq.

6 9.5 It is the Parties' intent that nothing in this Judgment shall create a conflict with
7 (a) federal, state, or local law applicable to GM; (b) any provision of the NHTSA Consent Order
8 or other orders or instructions issued by NHTSA; (c) any provision of the DPA; (d) any
9 recommendation made by the Monitor and adopted by GM pursuant to the DPA; or (e) any
10 provision of the December 8, 2016 Decision and Order and the related Consent Agreement with
11 the Federal Trade Commission ("FTC Order"). The Parties agree that the requirements of law, or
12 the applicable provisions of the DPA, FTC Order, or NHTSA Consent Order, or the applicable
13 recommendations made by the Monitor and adopted by GM, shall take precedence over the
14 requirements of this Judgment.

15 9.6 In the event that GM believes such a conflict exists, GM must notify the Attorney
16 General of the alleged conflict, stating with specificity the provision of this Judgment they believe
17 conflicts with the item(s) outlined in Paragraph 9.5 (a)-(e) above. The Attorney General shall
18 respond to GM's notification of alleged conflict within 30 days. In the interim, GM shall
19 continue to comply with the terms of this Judgment to the extent possible.

20 **10. NOTICES UNDER THIS JUDGMENT**

21 10.1 Any notices required to be sent to the Attorney General or to GM under this
22 Judgment shall be sent by certified mail, return-receipt requested. The documents shall be sent to
23 the following addresses:

24 For the Attorney General of California:

25 Michelle Burkart
26 Deputy Attorney General
27 Office of the Attorney General
28 Consumer Law Section
300 South Spring Street, Suite 1702
Los Angeles, CA 90013

1 For GM:

2 Craig Glidden, Esq.
3 Executive Vice President, Legal and Public Policy and General Counsel
4 General Motors Co.
5 300 Renaissance Center
6 Detroit, MI 48226

7 Any party may change its designated notice recipient(s) by written notice to the other party.

8 **11. GENERAL PROVISIONS**

9 11.1 This Judgment Represents the full and complete terms of the Parties' settlement.

10 11.2 This Judgment shall be binding upon the Parties and their successors and assigns.
11 In no event shall assignment of any right, power, or authority under this Judgment void a duty to
12 comply with this Judgment.

13 11.3 Paragraphs 6.3, 6.5, 6.6.2, 6.6.3, 6.7, 6.8 and 6.11 of this Judgment will expire on
14 Effective Date plus five years. Paragraphs 6.2, 6.6.1, 6.9 and 6.10 of this Judgment will expire on
15 Effective Date plus ten years. These expirations are contingent upon GM not having been
16 adjudged by a court in any MSWG state to have violated any provision of Section 6 of any
17 MSWG Judgment with respect to any act or omission by GM related to the Covered Conduct. If,
18 prior to Effective Date plus five years, GM is adjudged by a court in any MSWG state to have
19 violated any provision of Section 6 of any MSWG Judgment with respect to any act or omission
20 by GM related to the Covered Conduct, GM shall continue to be subject to Paragraphs 6.3, 6.5,
21 6.6.2, 6.6.3, 6.7, 6.8 and 6.11 of this Judgment until Effective Date plus seven years in all MSWG
22 states. If, prior to Effective Date plus ten years, GM is adjudged by a court to have violated any
23 provision of Section 6 of any MSWG Judgment with respect to any act or omission by GM
24 related to the Covered Conduct, GM shall continue to be subject to Paragraphs 6.2, 6.6.1, 6.9 and
25 6.10 of this Judgment until Effective Date plus twelve years in all MSWG states. This Paragraph
26 is in addition to all other remedies available to the Attorney General in law and equity.

27 11.4 Nothing in this Judgment shall be construed to waive, limit, or expand any claim
28 of sovereign immunity the State of California may have in any action or proceeding.

1 11.5 Any failure of the Attorney General or GM to exercise its rights under this
2 Judgment shall not constitute a waiver of its rights.

3 11.6 Unless otherwise prohibited by law, any signatures by the Parties required for
4 entry of this Judgment may be executed in counterparts and by different signatories on separate
5 counterparts, each of which shall be deemed an original, but all of which shall together be one
6 and the same Judgment. One or more counterparts of this Judgment may be delivered by
7 facsimile or electronic transmission with the intent that it or they shall constitute an original
8 counterpart hereof.

9 11.7 Nothing in this Judgment shall be construed to create, waive, or limit any private
10 right of action.

11 11.8 GM is entering into this Judgment solely for the purpose of settlement, and nothing
12 contained herein may be taken as or construed to be an admission, concession, finding, or conclusion
13 of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or
14 wrongdoing, all of which GM expressly denies. This Judgment is not intended to constitute
15 evidence or precedent of any kind except in any action or proceeding by one of the Parties (a) to
16 enforce, rescind, or otherwise implement or affirm any or all of the terms of this Judgment, (b) to
17 support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion,
18 issue preclusion, or similar defense, or (c) for such purposes as permitted or deemed relevant by the
19 court in *People v. General Motors LLC*, Orange County Super. Ct. No. 30-2014-0073103.
20 The Released Parties' agreement to entry of this Judgment is not an admission of liability. Nothing
21 in this Judgment affects the Released Parties' right to take or adopt any legal or factual position or
22 defense in any other litigation or proceeding, or to cite or enforce the terms of the Release in
23 Section 8.

24 11.9 The Attorney General of the State of California, for the consideration set forth in this
25 Judgment, hereby agrees and covenants not to sue Motors Liquidation Company, General Motors
26 Corporation, Motors Liquidation Company GUC Trust, Motors Liquidation Company Avoidance
27 Action Trust, or any other trust established by the Motors Liquidation Company bankruptcy plan to
28 hold or pay liabilities of Motors Liquidation Company or General Motors Corporation for any and

1 all civil claims (including claims for diminution in value), demands, causes of action, damages,
2 equitable claims, injunctive relief, restitution, fines, costs, attorneys' fees and penalties, arising from
3 the subject matter of the Covered Conduct that the Attorney General is authorized under the law to
4 bring and which the Attorney General could have asserted, before or as of the Effective Date, against
5 the entities named in this covenant not to sue under all UDAP laws. This paragraph and covenant is
6 limited, to the extent applicable, by Paragraph 8.2 of this Judgment. This covenant not to sue
7 includes the agreement by the Attorney General of the State of California not to file a claim or seek
8 any payment related to violations of all UDAP Laws related to the Covered Conduct in the
9 bankruptcy case entitled *In re Motors Liquidation Company, et al.*, Case No. 09-50026 (MG) (Bankr.
10 S.D.N.Y.).

11 11.10 GM waives any claim for fees, costs, or expenses incurred before the entry of this
12 Judgment against the Signatory Attorney General, or against any of his agents or employees
13 related in any way to this Judgment, whether arising under common law or under the terms of any
14 statute. Likewise, except as otherwise provided in this Judgment, the Signatory Attorney General
15 waives any claims for fees, costs, or expenses incurred before the entry of this Judgment against
16 GM related in any way to this Judgment, whether arising under common law or under the terms
17 of any statute. For these purposes, GM and the Signatory Attorney General each agree that they
18 are not the prevailing party in this action because the Parties have reached a good faith settlement.
19 GM and the Signatory Attorney General further waive any other right to challenge or contest the
20 validity of this Judgment.

21 11.11 GM further agrees to execute and deliver such authorizations, documents, and
22 instruments as are required under the various judicial procedures for acceptance of this Judgment
23 in the jurisdiction in which it is being filed.

24 12. COMPLIANCE WITH ALL LAWS

25 12.1 Nothing in this Judgment shall be construed as relieving GM of its obligations to
26 comply with all state and federal laws, regulations, or rules, or as granting GM permission to
27 engage in any acts or practices prohibited by such law, regulation, or rule.
28

1 12.2 Plaintiff and Defendant hereby stipulate and agree that this Judgment shall act as
2 an injunction issued under California Business and Professions Code section 17203.

3 **13. REPRESENTATIONS AND WARRANTIES**

4 13.1 GM warrants and Represents that it manufactured, sold, and distributed Motor
5 Vehicles in the U.S. and further acknowledges that it is the proper party to this Judgment and that
6 General Motors Company is its true legal name.

7 13.2 The undersigned counsel for the State of California warrants and Represents that
8 she is fully authorized to execute this Judgment on behalf of the Attorney General of the State of
9 California.

10 13.3 Counsel for GM shall provide a corporate resolution authorizing the execution of
11 this Judgment on its behalf and warrants and Represents that they are fully authorized to execute
12 this Judgment on behalf of GM.

13 13.4 Each of the Parties warrants and Represents that it negotiated the terms of this
14 Judgment in good faith.

15 13.5 Each of the Parties and signatories to this Judgment warrants and Represents that it
16 freely and voluntarily enters into this Judgment without any degree of duress or compulsion.

17 13.6 GM shall not Represent or imply that the Signatory Attorneys General acquiesce in
18 or approve of GM's past or current business practices, efforts to improve its practices, or any
19 future practices that GM may adopt or consider adopting.

20 13.7 All Parties consent to the disclosure to the public of this Judgment by GM and the
21 Signatory Attorneys General.

22 13.8 Nothing in this Judgment constitutes an agreement by the Attorneys General
23 concerning the characterization of the payment to the Signatory Attorneys General, as outlined in
24 Section 7, for the purpose of the Internal Revenue laws, Title 26 of the United States Code, or
25 similar state tax codes or laws.

26 13.9 For purposes of construing this Judgment, the Judgment shall be deemed to have
27 been drafted by all Parties and shall not, therefore, be construed against any Party for that reason
28 in any dispute.

1 13.10 The Parties state that no promise of any kind or nature whatsoever (other than the
2 written terms of this Judgment) was made to them to induce them to enter into this Judgment, and
3 that they have entered into this Judgment voluntarily.

4 13.11 This Judgment constitutes the entire, complete, and integrated agreement between
5 the Parties pertaining to the settlement and supersedes all prior and contemporaneous
6 undertakings of the Parties in connection herewith except the Confidentiality Agreement. This
7 Judgment may not be modified or amended except by written consent of all the Parties.

8 **14. PAYMENT OF FILING FEES**

9 14.1 All filing fees associated with commencing this action and obtaining the Court's
10 approval and entry of this Judgment shall be borne by GM.

11
12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14
15 Dated: OCT. 19, 2017

DAVID SOTELO

Judge of the Superior Court

EXHIBIT A

EXHIBIT A

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
06 Ormskirk Limited	England and Wales Canada
2140879 Ontario Inc.	Ontario
2140879 Ontario Inc.	Canada
6153933 Canada Ltd.	Delaware
ACAR Leasing Ltd.	Delaware
ACF Investment Corp.	Germany
ACF Investment Corp.	Delaware
Adam Opel AG	Nevada
Adam Opel GmbH	Germany
Advance Motors Limited	England and Wales
AEye, Inc.	Delaware
AFS Management Corp.	Nevada
AFS SenSub Corp.	England
AFS SenSub Corp.	Nevada
Aftermarket (UK) Limited	Italy
Aftermarket (UK) Limited	England
Aftermarket Italia S.r.l. in liquidazione	Egypt
Aftermarket Italia S.r.l. in liquidazione	Italy
AL Mansour Automotive SAE	Delaware
Alphabet Energy, Inc.	Delaware
AmeriCredit Automobile Receivables Trust 2007- B-F	Delaware
AmeriCredit Automobile Receivables Trust 2007-D-F	Delaware
AmeriCredit Automobile Receivables Trust 2010-1	Delaware
AmeriCredit Automobile Receivables Trust 2010-2	Delaware
AmeriCredit Automobile Receivables Trust 2010-3	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
AmeriCredit Automobile Receivables Trust 2010-4	Delaware
AmeriCredit Automobile Receivables Trust 2010-A	Delaware
AmeriCredit Automobile Receivables Trust 2010-B	Delaware
AmeriCredit Automobile Receivables Trust 2011-1	Delaware
AmeriCredit Automobile Receivables Trust 2011-2	Delaware
AmeriCredit Automobile Receivables Trust 2011-3	Delaware
AmeriCredit Automobile Receivables Trust 2011-4	Delaware
AmeriCredit Automobile Receivables Trust 2011-5	Delaware
AmeriCredit Automobile Receivables Trust 2012-1	Delaware
AmeriCredit Automobile Receivables Trust 2012-2	Delaware
AmeriCredit Automobile Receivables Trust 2012-3	Delaware
AmeriCredit Automobile Receivables Trust 2012-4	Delaware
AmeriCredit Automobile Receivables Trust 2012-5	Delaware
AmeriCredit Automobile Receivables Trust 2013-1	Delaware
AmeriCredit Automobile Receivables Trust 2013-2	Delaware
AmeriCredit Automobile Receivables Trust 2013-3	Delaware
AmeriCredit Automobile Receivables Trust 2013-4	Delaware
AmeriCredit Automobile Receivables Trust 2013-5	Delaware
AmeriCredit Automobile Receivables Trust 2014-1	Delaware
AmeriCredit Automobile Receivables Trust 2014-2	Delaware
AmeriCredit Automobile Receivables Trust 2014-3	Delaware
AmeriCredit Automobile Receivables Trust 2014-3	Nevada
AmeriCredit Automobile Receivables Trust 2014-4	Delaware
AmeriCredit Automobile Receivables Trust 2015-1	Delaware
AmeriCredit Automobile Receivables Trust 2015-2	Delaware
AmeriCredit Automobile Receivables Trust 2015-3	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
AmeriCredit Automobile Receivables Trust 2015-4	Delaware
AmeriCredit Automobile Receivables Trust 2016-1	Delaware
AmeriCredit Automobile Receivables Trust 2016-2	Delaware
AmeriCredit Automobile Receivables Trust 2016-3	Delaware
AmeriCredit Automobile Receivables Trust 2016-4	Delaware
AmeriCredit Automobile Receivables Trust 2017-1	Delaware
AmeriCredit Automobile Receivables Trust 2017-2	Delaware
AmeriCredit Automobile Receivables Trust 2017-3	Delaware
AmeriCredit Automobile Receivables Trust 2017-4	Delaware
AmeriCredit Consumer Loan Company, Inc.	Nevada
AmeriCredit Consumer Loan Company, Inc. AmeriCredit Financial Services, Inc.	Delaware
Delaware AmeriCredit Financial Services, Inc.	Delaware
AmeriCredit Funding Corp. XI	Delaware
AmeriCredit Syndicated Warehouse Trust	Delaware
Amherstburg Chevrolet Buick GMC (2016) Limited	
Andersen & Martini Auto A/S	Denmark
Andiamo Riverfront, LLC	Michigan
Annunciata Corporation	Delaware
APGO Trust	Delaware
Approach (UK) Limited	England and Wales
Argonaut Holdings LLC	Delaware
Atlantic Automobiles SAS	France
Auto Distribution Provenance SAS	France
Auto Fornebu AS	Norway
Auto Lease Finance Corporation	Cayman Islands

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Auto Partners III, Inc.	Delaware
Autohaus G.V.O. GmbH	Germany
Autovision (Scotland) Limited	Scotland
Autozentrum West Köln GmbH	Germany
Aviation Spectrum Resources Holdings, Incorporated	Delaware
Ballards of Watford Limited	England and Wales
Banco GMAC S.A.	Brazil
Baylis (Gloucester) Limited	England and Wales
Beerens O.C. NV	Belgium
Berse Road (No. 1) Limited	England
Berse Road (No. 2) Limited	England
Betula Cars S.L.	Spain
BilCirkeln Malmö AB	Sweden
Blackdown Motor Company Limited	England and Wales
Bochum Perspektive 2022 GmbH	Germany
BOCO (Proprietary) Limited	South Africa
Boco Trust	South Africa
Boden Brussels NV	Belgium
Brandish Limited	England and Wales
Bridge Motors (Banbury) Limited	England and Wales
Bridgewater Chevrolet, Inc.	Delaware
Britain Chevrolet, Inc.	Delaware
BS Auto Praha sro	Czech Republic
Cadillac Europe GmbH	Switzerland
Cadillac of Greenwich, Inc.	Delaware
Carve-Out Ownership Cooperative LLC	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Caterpillar Logistics SCS	Italy
Certified Security Solutions, Inc.	Oregon
Charles Hurst Motors Limited	Northern Ireland
Chevrolet Austria GmbH	Austria
Chevrolet Austria GmbH in Liqu.	Austria
Chevrolet Belgium NV	Belgium
Chevrolet Cadillac of Pawling, Inc.	Delaware
Chevrolet Central and Eastern Europe	Hungary
Chevrolet Deutschland GmbH	Germany
Chevrolet Espana, S.A.	Spain
Chevrolet Euro Parts Center B.V.	Netherlands
Chevrolet Europe GmbH	Switzerland
Chevrolet Finland Oy	Finland
Chevrolet France	France
Chevrolet Italia S.p.A.	Italy
Chevrolet Nederland B.V.	Netherlands
Chevrolet of Fairfield, Inc.	Delaware
Chevrolet of Novato, Inc.	Delaware
Chevrolet Otomotiv Ticaret Limited Sirketi	Turkey
Chevrolet Poland Sp. z o.o.	Poland
Chevrolet Portugal, Lda.	Portugal
Chevrolet Sales (Thailand) Limited	Thailand
Chevrolet Sales India Private Ltd.	India
Chevrolet Sociedad Anonima de Ahorro para Fines Determinados	Argentina
Chevrolet Suisse S.A.	Switzerland
Chevrolet Sverige AB	Sweden

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Chevrolet UK Limited Ltd	England
CHEVYPLAN S.A. Sociedad Administradora de Planes de Autofinanciamiento Comercial	Colombia
CHEVYPLAN, CA	Venezuela, Bolivarian Republic
Claro Automobiles SAS Comercial	France Colombia
Controladora General Motors, S.A. de C.V.	Mexico
Coskata, Inc.	Delaware
Countryside Chevrolet, Inc.	Delaware
Courtesy Buick-GMC, Inc.	Delaware
Crash Avoidance Metrics Partners LLC	Michigan
Crash Avoidance Metrics Partnerships	Michigan
Crosby Automotive Group, Inc.	Delaware
Curt Warner Chevrolet, Inc.	Delaware
Daniels Chevrolet, Inc.	Delaware
DCJ 1 LLC	Delaware
Dealership Liquidations, Inc.	Delaware
DeCuir Automotive Group, Inc.	Delaware
Delphi Energy and Engine Management Systems UK Overseas Corporation	Delaware Delta ID Inc.
Delaware	
DENICAR S.R.L.	Italy
Detroit Investment Fund, L.P.	Delaware
Diso Madrid S.I.r.	Spain
Diso Madrid S.L.	Spain
DMAX, Ltd.	Ohio

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Doraville Bond Corporation	Delaware
Drive Motor Properties LLP	England and Wales
Drive Motor Retail Limited	England and Wales
E. Maulme C. A.	Brazil
Eden (GM) Limited	England and Wales
Elasto S.A.	Ecuador
Empower Energies, Inc.	Delaware
Enchi Corporation	Delaware
Englewood Chevrolet, Inc.	Delaware
Envia Systems, Inc.	Delaware
F G Barnes (Maidstone) Limited	England and Wales
Fabrica Nacional de Autobuses Fanabus, S.A.	Venezuela, Bolivarian Republic
FAW Harbin Light Duty Vehicle Company Limited	China
FAW-GM Hongta Yunnan Automobile Manufacturing Company Limited	China
FAW-GM Light Duty Commercial Vehicle Co., Ltd.	China
Flinc GmbH	Germany
Fludicon GmbH	Germany
Fox Valley Buick-GMC, Inc.	Delaware
Fuel Cell System Manufacturing LLC	Delaware
G.M.A.C. Financiera de Colombia S.A. Compania de Financiamiento Comercial	Colombia
G.M.A.C.-Comercio e Aluguer de Veiculos, Lda.	Portugal
General International Insurance Services Limited	Bermuda
General International Limited	Bermuda
General Motors - Colmotores S.A.	Colombia

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
General Motors (China) Investment Company Limited	China
General Motors (Hong Kong) Company Limited	Hong Kong
General Motors (Thailand) Limited	Thailand
General Motors Advisory Services LLC	Uzbekistan
General Motors Africa and Middle East FZE	United Arab Emirates
General Motors Asia Pacific (Pte) Ltd.	Singapore
General Motors Asia Pacific Holdings, LLC	Delaware
General Motors Asia, Inc.	Delaware
General Motors Asset Management Corporation	Delaware
General Motors Australia Ltd.	Australia
General Motors Austria GmbH	Austria
General Motors Auto LLC	Russian Federation
General Motors Automobiles Philippines, Inc.	Philippines
General Motors Automotive Holdings, S.L.	Spain
General Motors Belgique Automobile NV	Belgium
General Motors Belgium N.V.	Belgium
General Motors Brasil Holdings Ltda.	Brazil
General Motors Chile Industria Automotriz Limitada	Chile
General Motors China LLC	Delaware
General Motors China, Inc.	Delaware
General Motors CIS LLC	Russian Federation
General Motors Company	Delaware
General Motors Coordination Center BVBA	Belgium
General Motors Daewoo Auto and Technology CIS LLC	Russian Federation
General Motors de Argentina S.r.l.	Argentina
General Motors de Mexico, S. de R.L. de C.V.	Mexico

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
General Motors del Ecuador S.A.	Ecuador
General Motors do Brasil Ltda.	Brazil
General Motors East Africa Limited	Kenya
General Motors Egypt, S.A.E.	Egypt
General Motors Espana, S.L.U.	Spain
General Motors Europe Holdings, S.L.U.	Spain
General Motors Europe Limited	England and Wales
General Motors Financial Chile Limitada	Chile
General Motors Financial Chile S.A.	Chile
General Motors Financial Company, Inc.	Texas
General Motors Financial International B.V.	Netherlands
General Motors Financial Italia S.p.A.	Italy
General Motors Financial of Canada, Ltd.	Ontario
General Motors Financial Suisse SA	Switzerland
General Motors Financial UK Limited	England and Wales
General Motors Finland Oy	Finland
General Motors Foundation, Inc.	Michigan
General Motors France	France
General Motors GBS Hungary Kft.	Hungary
General Motors Global Service Operations, Inc.	Delaware
General Motors Hellas S.A.	Greece
General Motors Holden Australia Ltd.	Australia
General Motors Holden Australia NSC Ltd.	Australia
General Motors Holdings LLC	Delaware
General Motors Holdings Participacoes Ltda.	Brazil
General Motors India Private Limited	India

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
General Motors International Holdings, Inc.	Delaware
General Motors International Operations Pte. Ltd.	Singapore
General Motors International Services Company SAS	Colombia
General Motors International Services LLC	
General Motors Investment Management Corporation	Delaware
General Motors Investment Participacoes Ltda.	Brazil
General Motors Investments Pty. Ltd.	Australia
General Motors Ireland Limited	Ireland
General Motors Israel Ltd.	Israel
General Motors IT Services (Ireland) Limited	Ireland
General Motors Italia S.r.l.	Italy
General Motors Japan Limited	Japan
General Motors Limited	England
General Motors LLC	Delaware
General Motors Manufacturing Poland Sp. z o.o.	Poland
General Motors Nederland B.V.	Netherlands
General Motors New Zealand Pensions Limited	New Zealand
General Motors of Canada Company	Canada
General Motors Overseas Commercial Vehicle Corporation	Delaware
General Motors Overseas Corporation	Delaware
General Motors Overseas Corporation (active)	Delaware
General Motors Overseas Distribution LLC	Delaware
GENERAL MOTORS PARTICIPACOES LTDA.	Brazil
General Motors Peru S.A.	Peru
General Motors Poland Spolka, z o. o.	Poland
General Motors Portugal Lda.	Portugal

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
General Motors Powertrain - Europe S.r.l.	Italy
General Motors Powertrain - Uzbekistan CJSC	Uzbekistan
General Motors Powertrain - Uzbekistan Joint Stock Company	Uzbekistan
General Motors Powertrain (Thailand) Limited	Thailand
General Motors Research Corporation	Delaware
General Motors South Africa (Pty) Limited	South Africa
General Motors Suisse S.A.	Switzerland
General Motors Taiwan Ltd.	Taiwan
General Motors Technical Centre India Private Limited	India
General Motors Thailand Investments, LLC	Delaware
General Motors Treasury Center, LLC	Delaware
General Motors Trkiye Limited Sirketi	Turkey
General Motors UK Limited	England
General Motors Uruguay S.A.	Uruguay
General Motors Uzbekistan Closed Joint Stock Company	Uzbekistan
General Motors Venezolana, C.A.	Venezuela
General Motors Ventures LLC	Delaware
General Motors Vietnam Company Ltd.	Vietnam
General Motors Warehousing and Trading (Shanghai) Co. Ltd.	China
General Motors-Holden's Sales Pty. Limited	Australia
Genie Mecanique Zairois, S.A.R.L.	Congo, The Democratic Republic
GeoDigital International Inc.	Ontario
Georgia Automotive Group, Inc.	Delaware
Global Human Body Models Consortium, LLC	Michigan
Global Services Detroit LLC	Delaware
Global Tooling Service Company Europe Limited	England and Wales

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Glympse Inc.	Washington
GM - Isuzu Camiones Andinos de Chile SpA	Chile
GM - Isuzu Camiones Andinos de Colombia Ltda.	Colombia
GM - Isuzu Camiones Andinos de Colombia S.A.	Colombia
GM - ISUZU Camiones Andinos del Ecuador GMICA Ecuador Cia. Ltda.	Ecuador
GM (UK) Pension Trustees Limited	England
GM Administradora de Bens Ltda.	Brazil
GM APO Holdings, LLC	Delaware
GM Auslandsprojekte GmbH	Germany
GM Automotive Services Belgium NV	Belgium
GM Automotive UK	England
GM Canada Holdings B.V.	Netherlands
GM Canada Holdings LLC	Delaware
GM Canada Limited Partnership	Canada
GM CME Holdings C.V.	Netherlands
GM Components Holdings, LLC	Delaware
GM Cruise LLC	Delaware
GM Daewoo UK Limited	England
GM Deutschland GmbH	Germany
GM Eurometals, Inc.	Delaware
GM Europe Treasury Company AB	Sweden
GM Finance Co. Holdings LLC	Delaware
GM Financial AB	Sweden
GM Financial Automobile Leasing Trust 2014-1	Delaware
GM Financial Automobile Leasing Trust 2014-2	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GM Financial Automobile Leasing Trust 2014-PP1	Delaware
GM Financial Automobile Leasing Trust 2015-1	Delaware
GM Financial Automobile Leasing Trust 2015-2	Delaware
GM Financial Automobile Leasing Trust 2015-3	Delaware
GM Financial Automobile Leasing Trust 2015-PP1	Delaware
GM Financial Automobile Leasing Trust 2015-PP2	Delaware
GM Financial Automobile Leasing Trust 2015-PP3	Delaware
GM Financial Automobile Leasing Trust 2015-PP4	Delaware
GM Financial Automobile Leasing Trust 2015-PP5	Delaware
GM Financial Automobile Leasing Trust 2016-1	Delaware
GM Financial Automobile Leasing Trust 2016-2	Delaware
GM Financial Automobile Leasing Trust 2016-3	Delaware
GM Financial Automobile Leasing Trust 2016-PP1	Delaware
GM Financial Automobile Leasing Trust 2016-PP2	Delaware
GM Financial Automobile Leasing Trust 2016-PP3	Delaware
GM Financial Automobile Leasing Trust 2016-PP4	Delaware
GM Financial Automobile Leasing Trust 2016-PP5	Delaware
GM Financial Automobile Leasing Trust 2016-PP6	Delaware
GM Financial Automobile Leasing Trust 2016-PP7	Delaware
GM Financial Automobile Leasing Trust 2017-1	Delaware
GM Financial Automobile Leasing Trust 2017-2	Delaware
GM Financial Automobile Leasing Trust 2017-PP1	Delaware
GM Financial Automobile Leasing Trust 2017-PP2	Delaware
GM Financial Automobile Leasing Trust 2017-PP3	Delaware
GM Financial Automobile Leasing Trust 2017-PP4	Delaware
GM Financial Automobile Receivables Trust 2012-PP1	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GM Financial Automobile Receivables Trust 2014-PP1	Delaware
GM Financial Canada Leasing Ltd.	Ontario
GM Financial Colombia Holdings LLC	Delaware
GM Financial Colombia S.A. Compania de Financiamiento	Colombia
GM Financial Consumer Automobile Receivables Trust 2017-1	Delaware
GM Financial Consumer Automobile Receivables Trust 2017-2	Delaware
GM Financial Consumer Automobile Receivables Trust 2017-3	Delaware
GM Financial Consumer Discount Company	Pennsylvania
GM Financial de Mexico, S.A. de C.V. SOFOME.R.	Mexico
GM Financial de Mexico, S.A. de C.V., SOFOME.N.R.	Mexico
GM Financial del Peru S.A.C	Peru
GM Financial GmbH	Germany
GM Financial Holdings LLC	
GM Financial Insurance Services GmbH	Germany
GM Financial Management Trust	Delaware
GM Financial Mexico Holdings LLC	Delaware
GM Financial Real Estate GmbH & Co KG	Germany
GM GEFS HOLDINGS (CHC4) ULC	Nova Scotia
GM Global Business Services Philippines, Inc.	Philippines
GM Global Holdings GmbH & Co. KG	Germany
GM Global Propulsion Systems -Torino S.r.l.	Italy
GM Global Purchasing and Supply Chain Romania Srl	Romania
GM Global Technology Operations LLC	Delaware
GM Global Tooling Company LLC	Delaware
GM Global Treasury Centre Limited	England and Wales
GM Holden Ltd.	Australia

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GM Holdings U.K. No.1 Limited	England and Wales
GM Holdings U.K. No.3 Limited	England and Wales
GM International Sales Ltd.	Cayman Islands
GM Inversiones Santiago Limitada	Chile
GM Investment Trustees Limited	England
GM Korea Co., Ltd	Korea, Republic of
GM Korea Company	Korea, Republic of
GM Korea Ltd.	Korea, Republic of
GM LAAM Holdings, LLC	Delaware
GM Mexico Holdings B.V.	Netherlands
GM Nigeria Limited	Nigeria
GM Personnel Services, Inc.	Delaware
GM Plats (Proprietary) Limited	South Africa
GM PSA Purchasing Services S.A.	Belgium
GM Purchasing Vauxhall UK Limited	England
GM Regional Holdings LLC	Delaware
GM Retirees Pension Trustees Limited	England
GM Subsystems Manufacturing, LLC	Delaware
GM Supplier Receivables LLC	Delaware
GM Viet Nam Motor Company Ltd.	Vietnam
GM Warranty LLC	Delaware
GMAC - Instituicao Financeira de Credito, S.A.	Portugal
GMAC (Espana?) de Financiacion, S.A. Unipersonal	Spain
GMAC (Lease?) B.V. (aka Masterlease Europe)	Netherlands
GMAC Administradora de Consorcios Ltda.	Brazil
GMAC Automotriz Limitada	Chile

	<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
1		
2		
3	GMAC Bank GmbH (German entity)	Germany
4	GMAC Banque S.A.	France
5	GMAC Colombia S.A. LLC	Delaware
6	GMAC Comercial Automotriz Chile S.A.	Chile
7	GMAC Continental Corporation	Delaware
8	GMAC de Venezuela, C.A.	Venezuela
9	GMAC Espana de Financiacion, S.A. Unipersonal	Spain
10	GMAC Financial Services AB	Sweden
11	GMAC Financial Services GmbH	Germany
12	GMAC HB	Sweden
13	GMAC Holding S.A. de C.V.	Mexico
14	GMAC Holdings (U.K.) Limited	England
15	GMAC Holdings UK Limited	England
16	GMAC Lease B.V. (aka Masterlease Europe)	Netherlands
17	GMAC Leasing GmbH (Austrian entity)	Austria
18	GMAC Leasing GmbH (German entity)	Germany
19	GMAC Nederland N.V.	Netherlands
20	GMAC Prestadora de Servicios de Mao de Obra Ltda.	Brazil
21	GMAC Real Estate GmbH & Co KG	Germany
22	GMAC Servicios S.A.S.	Colombia
23	GMAC Suisse SA	Switzerland
24	GMAC UK plc	England
25	GMACI Corretora de Seguros Ltda	Brazil
26	GMACI Corretora de Seguros S.A.	Brazil
27	GMAC-Prestadora de Servios de Mo-de-Obra Ltda.	Brazil
28	GMAM Real Estate I, LLC	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GM-AVTOVAZ CJSC	Russian Federation
GMCH&SP Private Equity II L.P.	Canada
GM-DI Leasing LLC	Delaware
GMF Automobile Leasing Trust 2013-(PP1?)	Delaware
GMF Europe Holdco Limited	United Kingdom
GMF Europe LLP	England and Wales
GMF Floorplan Owner Revolving Trust	Delaware
GMF Funding Corp.	Delaware
GMF Germany Holdings GmbH	Germany
GMF Global Assignment LLC	Delaware
GMF International LLC	Delaware
GMF Leasing LLC	Delaware
GMF Leasing Warehouse Trust 2016-A	Delaware
GMF Leasing Warehouse Trust 2016-B	Delaware
GMF Leasing Warehousing Trust	Delaware
GMF Prime Automobile Trust 2015-PP1	Delaware
GMF Prime Automobile Trust 2016-PP1	Delaware
GMF Prime Automobile Trust 2016-PP2	Delaware
GMF Prime Automobile Trust 2016-PP3	Delaware
GMF Prime Automobile Trust 2017-PP1	Delaware
GMF Prime Automobile Trust 2017-PP2	Delaware
GMF Prime Automobile Trust 2017-PP3	Delaware
GMF Prime Automobile Trust 2017-PP4	Delaware
GMF Prime Automobile Warehouse Trust I	Delaware
GMF Prime Automobile Warehouse Trust II	Delaware
GMF Prime Automobile Warehouse Trust III	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GMF Prime Automobile Warehouse Trust IV	Delaware
GMF Prime Automobile Warehouse Trust IX	Delaware
GMF Prime Automobile Warehouse Trust V	Delaware
GMF Prime Automobile Warehouse Trust VI	Delaware
GMF Prime Automobile Warehouse Trust VII	Delaware
GMF Prime Automobile Warehouse Trust VIII	Delaware
GMF Prime Automobile Warehouse Trust X	Delaware
GMF Prime Automobile Warehouse Trust XI	Delaware
GMF Prime Automobile Warehouse Trust XII	Delaware
GMF Prime Automobile Warehouse Trust XIII	Delaware
GMF Prime Automobile Warehouse Trust XIV	Delaware
GMF Wholesale Receivables LLC	Delaware
GMGP Holdings LLC	Delaware
GM-UMI Technology Research and Development Ltd.	Israel
Go Motor Retailing Limited	England and Wales
Go Trade Parts Limited	England and Wales
Gochip Inc.	California
GP Global Holdings GmbH	Germany
GPSC UK Limited	England and Wales
Grand Pointe Holdings, Inc.	Michigan
Grand Pointe Park Condominium Association	Michigan
H.S.H. Limited	England and Wales
Haines & Strange Limited	England and Wales
Heritage Chevrolet Cadillac Buick GMC, Inc.	Delaware
HOLDCORP S.A.	Ecuador
Holden Employees Superannuation Fund Pty Ltd	Australia

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Holden New Zealand Limited	New Zealand
HRL Laboratories, LLC	Delaware
Hydrogenics Corporation	Ontario
IBC 2017 Pension Trustees Limited	United Kingdom
IBC Pension Trustees Limited	England
IBC Vehicles Limited	England
Industries Mecaniques Maghrebines, S.A.	Tunisia
Infinite Velocity Automotive, Inc.	Delaware
ISF International School Frankfurt Rhein-Main GmbH & Co. KG	Germany
ISF Internationale Schule Frankfurt-Rhein-Main	Germany
Geschäftsführungsgesellschaft mbH	
Isuzu Truck South Africa (Pty.) Limited (ITSA)	South Africa
IUE-GM National Joint Skill Development and Training Committee	Ohio
Jeffery (Wandsworth) Limited	England and Wales
JS Folsom Automotive, Inc.	Delaware
Kalfatra Utveckling AB	Sweden
Kamp Twente B.V.	Netherlands
Koneyren, Inc.	Michigan
Lakeside Chevrolet Buick GMC Ltd.	Ontario
Laplante Cadillac Chevrolet Buick GMC Ltd.	Ontario
LCV Platform Engineering Corp.	Japan
Lease Ownership Cooperative LLC	Delaware
Lidlington Engineering Company, Ltd.	Delaware
Limited Liability Company "General Motors CIS"	Russian Federation
Limited Liability Company "JV Systems"	Russian Federation
Lookers Birmingham Limited	England and Wales

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Lufkin Automotive Group, Inc.	Delaware
Lyft, Inc.	Delaware
MAC International FZCO	United Arab Emirates
Mack Buick-GMC, Inc.	Delaware
Mack-Buick-GMC, Inc.	Delaware
Macon County Automotive Group, Inc.	Delaware
Manassas Chevrolet, Inc.	Delaware
Marshall of Ipswich Limited	England and Wales
Marshall of Peterborough Limited	England and Wales
Marshall of Stevenage Ltd	England and Wales
Martin Automotive of Simi Valley, Inc.	Delaware
Martin Automotive, Inc.	Delaware
Mascoma Corporation	Delaware
Master Lease Germany GmbH	Germany
Masterlease Europe Renting, S.L.	Spain
Maven Drive LLC	Delaware
Maven Leasing Ltd.	Delaware
Memorial Highway Chevrolet, Inc.	Delaware
Merced Chevrolet, Inc.	Delaware
Michael Bates Chevrolet, Inc.	Delaware
Mike Reichenbach Chevrolet, Inc.	Delaware
Millbrook Pension Management Limited	England
Missouri Automotive Group, Inc.	Delaware
Monetization of Carve-Out, LLC	Delaware
Monetization of Carve-Out, LLC	Delaware
Motor Repris Automocio S.L.	Spain

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Motorbodies Luton Limited	England and Wales
Motors Holding LLC	Delaware
Motors Properties (Trading) Limited	England and Wales
Motors Properties Limited	England and Wales
Multi-Use Lease Entity Trust	Delaware
Murketts of Cambridge Limited	England and Wales
Nauto, Inc.	Delaware
Neovia Logistics Supply Chain Services GmbH	Germany
NJDOI/GMAM Core Plus Real Estate Investment Program, L.P.	Delaware
NJDOI/GMAM Opportunistic Real Estate Investment Program, L.P.	Delaware
NJDOUGMAM Core Plus Real Estate Investment Program, L.P.	Delaware
North American New Cars LLC	Delaware
North American New Cars, Inc.	Delaware
Novasentis, Inc.	Delaware
Now Motor Retailing Limited	England and Wales
OEC Midco, LLC	Delaware
OEConnection Holdings, LLC	Delaware
OEConnection LLC	Delaware
OEConnection Manager Corp.	Delaware
Omnibus BB Transportes, S. A.	Ecuador
OnStar Connected Services Srl	Romania
OnStar de Mexico S. de R.L. de C.V.	Mexico
OnStar Europe Ltd.	England and Wales
OnStar Global Services Corporation	Delaware
OnStar Middle East FZ-LLC	United Arab Emirates
OnStar, LLC	Delaware

	<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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3	Opel Australia Pty Ltd	Australia
4	Opel Automobile GmbH	Germany
5	Opel Bank GmbH	Germany
6	Opel Danmark A/S	Denmark
7	Opel Finance B.V.B.A.	Belgium
8	Opel Group GmbH	Germany
9	Opel Group Warehousing GmbH	Germany
10	Opel Leasing GmbH (German entity)	Germany
11	Opel Norge AS	Norway
12	Opel Sonderdienste GmbH	Germany
13	Opel Southeast Europe LLC	Hungary
14	Opel Special Vehicles GmbH	Germany
15	Opel Suisse SA	Switzerland
16	Opel Sverige AB	Sweden
17	Opel Szentgotthard Automotive Manufacturing LLC	Hungary
18	Opel Szentgotthard Automotive Manufacturing Ltd	Hungary
19	Opel Wien GmbH	Austria
20	Open Synergy GmbH	Germany
21	Orange Motors B.V.	Netherlands
22	OT Mobility, Inc.	Delaware
23	P. T. Mesin Isuzu Indonesia	Indonesia
24	P.T. G M AutoWorld Indonesia	Indonesia
25	P.T. General Motors Indonesia	Indonesia
26	Pan Asia Technical Automotive Center Company, Ltd.	China
27	Patriot Chevrolet, Inc.	Delaware
28	Pearl (Crawley) Limited	England and Wales

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Performance Equity Management, LLC	Delaware
Peter Vardy (Perth) Limited	Scotland
PIMS Co.	Delaware
Plan Automotor Ecuatoriano S.A. Planautomotor	Ecuador
Powermat Technologies Ltd.	Israel
Princeton Chevrolet, Inc.	Delaware
Private Auto Lease Trust	Delaware
Promark Global Advisors Limited	England
ProSTEP AG	Germany
Proterra Inc	Delaware
PT. General Motors Indonesia Manufacturing	Indonesia
Quality Chevrolet, Inc.	Delaware
Quantum Fuel Systems Technologies Worldwide, Inc.	Delaware
Randstad WorkNet GmbH	Germany
Reeve (Derby) Limited	England and Wales
Reeve (Lincoln) Ltd	England and Wales
Reeve (Sheffield) Limited	England and Wales
Reg Vardy (VMC) Limited	England and Wales
RelayRides, Inc.	Delaware
Renton Cadillac Pontiac GMC, Inc.	Delaware
Riverfront Holdings III, Inc.	Delaware
Riverfront holdings Phase II, Inc.	Delaware
Riverfront Holdings, Inc.	Delaware
RMH III, Inc.	Delaware
Ruedas de Aluminio, C.A.	Venezuela
S.C. UNION MOTORS CAR SALES S.L.R.	Romania

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Saab Automobile AB	Sweden
Saab Finance Limited	England
Saankhya Labs Pvt. Ltd.	India
SAIC General Motors Corporation Limited	China
SAIC General Motors Investment Limited	China
SAIC General Motors Investment Limited	Hong Kong
SAIC General Motors Sales Company Limited	China
SAIC GM (Shenyang) Norsom Motors Co., Ltd.	China
SAIC GM Dong Yue Motors Company Limited	China
SAIC GM Dong Yue Powertrain Company Limited	China
SAIC GM Wuling Automobile Company Limited	China
SAIC Motor Insurance Sales Company Limited	China
SAIC-GMAC Automotive Finance Company Limited	China
Sakti3, Inc.	Delaware
Salmon Street Ltd.	Australia
Sandoval Buick GMC, Inc.	Delaware
Sarmiento 1113 S.A. (en liquidacion)	Argentina
Savari Inc.	California
SB (Helston) Limited	England and Wales
Scranton Chevrolet of Norwich, Inc.	Delaware
SDC Materials, Inc.	Delaware
Servicios GMAC S.A. de C.V.	Mexico
Seward (Wessex) Limited	England and Wales
Shanghai Chengxin Used Car Operation and Management Company Limited	China
Shanghai General Motors Corporation Ltd.	China

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Shanghai GM (Shenyang) Norsom Motors Co. Ltd..	China
Shanghai GM Dong Yue Motors Company Limited	China
Shanghai GM Dong Yue Powertrain Company Limited	China
Shanghai OnStar Telematics Co. Ltd.	China
Sherwoods (Darlington) Limited	England and Wales
Simpson Garden Grove, Inc.	Delaware
Simpson Irvine, Inc.	Delaware
Sirrus, Inc.	Delaware
Sistemas de Compra Programada Chevrolet, C.A.	Venezuela
Skurveys Limited	England
Skurveys Motors Limited	England and Wales
Slaters (GM) Limited	England and Wales
Smokey Point Buick Pontiac GMC, Inc.	Delaware
SolidEnergy Systems Corp.	Delaware
South Haven Chevrolet Buick GMC, Inc.	Delaware
Southern (Merthyr) Limited	England and Wales
State Line Buick GMC, Inc.	Delaware
Sterling Motor Properties Limited	England and Wales
Strobe, Inc.	
Superior Chevrolet, Inc.	Delaware
Tactus Technology, Inc.	Delaware
Temis Chevrolet Buick GMC Ltee	Canada
The NanoSteel Company, Inc.	Delaware
Thurlow Nunn (JV) Limited	England and Wales
Thurlow Nunn (MV) Limited	England and Wales
TJP Enterprises, Inc.	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Todd Wenzel Buick GMC of Davison, Inc.	Delaware
Todd Wenzel Buick GMC of Westland, Inc.	Delaware
Tradition Chevrolet Buick, Inc.	Delaware
Tula Technology, Inc.	Delaware
Tustain Motors Limited	England and Wales
TÜV NORD Bildung Opel GmbH	Germany
Union Motors Car Sales S.r.l.	Romania
United States Advanced Battery Consortium, LLC	Michigan
United States Automotive Materials Partnership, LLC	Michigan
United States Council for Automotive Research LLC	Michigan
Valentine Buick GMC, Inc.	Delaware
Van Kouwen Automotive IB V	Netherlands
Vauxhall Defined Contribution Pension Plan Trustees Limited	England and Wales
Vauxhall Motors Limited	England
Vehicle Asset Universal Leasing Trust	Delaware
Velocity Prime Automotive, Inc.	Delaware
Vence Lone Star Motors, Inc.	Delaware
Vertu Motors (Chingford) Limited	England and Wales
Vertu Motors (VMC) Limited	England and Wales
VHC Sub-Holdings (UK)	England
Vickers (Lakeside) Limited	England and Wales
Vision Motors Limited	England and Wales
VML 2017 Pension Trustees Limited	United Kingdom
VMO Properties Limited	England and Wales
VRP Venture Capital Rheinland-Pfalz Nr. 2 GmbH & Co. KG	Germany
Waterpaper Limited	England and Wales

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Company Name

**State or Sovereign
Power of Incorporation**

Welcome S.R.L.

Italy

Wheatcroft (Worksop) Limited

England and Wales

Whitehead (Rochdale) Limited

England and Wales

William Grimshaw & Sons Limited

England

Wilson & Co. (Motor Sales) Limited

England and Wales

Wind Point Partners III, L.P.

Delaware

Woodbridge Buick GMC, Inc.

Delaware

WRE, Inc.

Michigan

Yi Wei Xing (Beijing) Technology Co., Ltd.

China

Zona Franca Industrial Colmotores SAS

Colombia