

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA ex rel.
THOMAS J. MILLER,
ATTORNEY GENERAL OF IOWA

PLAINTIFF,

v.

GENERAL MOTORS COMPANY.

DEFENDANT.

EQUITY _____

**AGREED CONSENT JUDGMENT
ENTRY AND ORDER**

Plaintiff, State of Iowa, acting by and through Attorney General Thomas J. Miller has brought this action pursuant to provisions of the Consumer Fraud Act, Iowa Code § 714.16 (the “Iowa Consumer Fraud Act”), having filed a complaint against General Motors Company (“GM”).

Plaintiff and GM, by their counsel, have agreed to the entry of this Agreed Consent Judgment (“Consent 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 Iowa Consumer Fraud Act or any other law as alleged by Plaintiff.

Contemporaneous with the filing of this Consent Judgment, GM is entering into similar agreements with the Attorneys General of Alabama, Alaska, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Vermont, Washington, West

Virginia, Wisconsin, and Wyoming (hereinafter collectively referred to as “Attorneys General” or “Signatory Attorneys General”).

1 PRELIMINARY STATEMENT

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

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

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

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

1.5 This Investigation was based upon, and has proceeded under, the Attorney General of the State of Iowa’s authority to act on behalf of, and to protect, the people of Iowa against alleged harms to Consumers pursuant to Iowa Code § 714.16(3) and other law.

1.6 On or about May 16, 2014, GM agreed to a Consent Order with NHTSA related to the NHTSA 14V047 Recall that included, among other provisions, certain improvements GM

¹ The Investigation sought information about events that preceded the bankruptcy of General Motors Corporation (“Old GM”). GM does not admit any wrongdoing or accept any liability for conduct allegedly involving or relating to the activities of Old GM. Nothing in this Consent Judgment is intended to imply or suggest that GM is responsible for any acts, conduct, or knowledge of Old GM, or that such acts, conduct, or knowledge, can be imputed to GM. Nor is anything in this Consent 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.

agreed to make to its Recall process and its handling of issues related to the safety of GM Motor Vehicles (the “NHTSA Consent Order”).

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

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

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

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

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

2 PARTIES

2.1 Plaintiff is the State of Iowa, by Attorney General Thomas J. Miller of the State of Iowa (“Attorney General”).

2.2 Defendant is General Motors Company or “GM,” which is headquartered in Detroit, Michigan.

3 JURISDICTION

3.1 Pursuant to Iowa Code § 714.16(10), jurisdiction of this Court over the subject matter and over the Defendant for the purpose of entering into and enforcing this Consent Judgment is admitted. Jurisdiction is retained by this Court for the purpose of enabling the Attorney General or the Defendant to apply for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including enforcement of this Consent Judgment and punishment for any violation of this Consent Judgment. The Defendant waives any defect associated with service of Plaintiff’s Complaint and this Consent Judgment and does not require issuance or service of a Summons.

4 VENUE

4.1 Pursuant to the provisions of Iowa Code § 714.16(10), venue as to all matters between the Parties relating to or arising out of this Consent Judgment shall lie exclusively in the District Court for Polk County Iowa or other State Court of competent jurisdiction in the same district.

5 DEFINITIONS

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

5.1 “Advertise,” “Advertisement,” or “Advertising” means any written, oral, or electronic statement, illustration, or depiction intended for Consumers and designed to create

interest among Consumers in the purchase of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, goods or services, whether the statement appears in a brochure, certification, newspaper, magazine, free-standing insert, marketing kit, leaflet, circular, mailer, book insert, letter, catalogue, poster, chart, billboard, public-transit card, point-of-purchase display, package insert, package label, product instructions, electronic mail, website, mobile application, homepage, film, slide, radio, television, cable television, program-length commercial or “infomercial,” or any other medium whether in print or electronic form.

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

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

5.4 “Attorney General” or “Signatory Attorney General” means the Attorney General of Iowa and/or the Office of the Attorney General of Iowa.

5.5 “Clear and Conspicuous” or “Clearly and Conspicuously” when referring to a statement or disclosure, means that such statement or disclosure is disclosed in such size, color, contrast, location, duration, and audibility that it is readily noticeable, readable, understandable, or, if applicable, capable of being heard. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not be obscured in any manner. Audio disclosures shall be delivered in a volume and cadence sufficient for a Consumer to hear and comprehend. Visual disclosures shall be of a size and

shade and appear on the screen for a duration sufficient for a Consumer to read and comprehend. In a print Advertisement or promotional material, including, without limitation, point of sale display or brochure materials directed to Consumers, the disclosures shall be in a type, size, and location sufficiently noticeable for a Consumer to read and comprehend, in a print that contrasts with the background against which it appears.

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

5.7 “Consent Judgment” refers to this document entitled Agreed Consent Judgment Entry and Order in the matter of State of Iowa ex rel. Thomas J. Miller, Attorney General of Iowa v. General Motors Company.

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

5.9 “Covered Conduct” means the engineering, manufacturing, marketing, sales, and maintenance of the Affected Vehicles arising from the unintended key rotation-related and/or ignition-switch-related Recalls including (1) when Old GM or GM became aware of an ignition switch problem and whether Old GM or GM made timely disclosures of known defects to Consumers and regulators; (2) whether Old GM or GM misrepresented, expressly, impliedly or by omission, the safety, reliability or resale value of the Affected Vehicles to Consumers and regulators; (3) whether Old GM or GM engaged in deceptive Advertising of the Affected

Vehicles; and (4) whether Old GM or GM engaged in the resale or offering for resale of any Affected Vehicles with alleged ignition switch safety problems.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.27 “UDAP Laws” means all applicable consumer protection and unfair trade and deceptive acts and practices laws, including, without limitation, Iowa Code § 714.16(2)(a), as well as common law and equitable claims.

6 CONDUCT PROVISIONS

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

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

6.2.1 Represent that certified pre-owned Motor Vehicles that GM Advertises are safe, have been repaired for safety issues, or have been subject to a rigorous inspection, unless the certified pre-owned Motor Vehicles are, based on dealer reports to GM, either not subject to any open Recalls relating to safety or repaired pursuant to such a Recall, and the Representation is otherwise not misleading. As provided in Paragraph 6.9, GM will continue to instruct its dealers that certified pre-owned Motor

Vehicles shall not be certified or delivered to a customer until all Recall repairs have been completed.

6.2.2 Misrepresent the following:

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

6.2.2.2 Whether GM, or GM dealers to GM's knowledge, have repaired certified pre-owned Motor Vehicles for open safety Recalls; and

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

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

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

6.5 **Notice to Consumers.**

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

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

6.6 Advertising.

6.6.1 With respect to Advertisements in Iowa concerning the product safety of GM Motor Vehicles, GM will not engage in misleading or false Advertising in violation of Iowa Code § 714.16(2)(a). When determining whether a particular Advertisement complies with the provisions in Section 6.6, the entire Advertisement shall be considered, including the context of the particular depiction or phrase(s) at issue, any limitations, warnings, or disclosures in the Advertisement, and any limitations, warnings, or disclosures in the Motor Vehicle's owner's manual. Nothing herein shall preclude GM from (a) demonstrating the ordinary use of vehicle components, systems, or features, (b) demonstrating the performance of safety features, (c) depicting a Motor Vehicle being driven by a professional driver on a closed course, provided that any necessary and appropriate disclosures are Clearly and Conspicuously disclosed in the Advertisement, or (d) using Fantasy Advertising.

6.6.2 GM shall not Represent that a Motor Vehicle is "safe," "safest," "safer," or use a term or phrase of similar superlative or comparative meaning regarding safety, unless they have complied with those Federal Motor Vehicle Safety standards applicable to the Motor Vehicle at issue, and, if necessary, GM Clearly and Conspicuously discloses the information necessary to place the Representation in an accurate context, including by way of example: (a) the Motor Vehicle for which the claim is made; and (b) the design, feature, equipment or aspect of performance for which the claim is being made. The mere fact of a subsequent safety Recall

of a Motor Vehicle by itself does not render a prior Advertisement of that Motor Vehicle misleading or otherwise state a violation of this Consent Judgment.

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

6.7 Safety-Related Organizational Restructuring and Data Analytics.

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

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

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

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

6.8 Internal Reporting of Safety Issues.

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

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

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

6.9 Certified Pre-Owned Vehicles.

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

6.10 Motor Vehicle Parts.

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

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

6.11 Consumer Complaint Resolution

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

7 PAYMENT TO THE STATES

7.1 Within 30 days of the Effective Date of the Iowa Consent Judgment, GM shall pay One Hundred Twenty Million Dollars (\$120,000,000.00) total, to be divided and paid by GM directly to each Signatory Attorney General of the MSWG in an amount to be designated in writing by and in the sole discretion of the MSEC. The MSEC will provide GM with instructions for the payments to be distributed to each Signatory Attorney General under this Paragraph. Said payment shall be used by the Iowa Attorney General for such purposes that may include, but are not limited to, attorneys' fees and other costs incurred in pursuing this Investigation, future public protection and education purposes, a consumer protection enforcement fund, or other purposes, including without limitation future consumer protection enforcement, consumer education, litigation funds, local consumer aid funds, public protection or consumer protection purposes or other purposes as allowed by state law at the sole discretion of each Signatory Attorney General. GM shall have no property right, interest, claim, control over, or title to any

monies paid by GM to the MSWG after the payment is made by GM under this Consent Judgment. The parties acknowledge that the payment described herein is not a fine, penalty, or payment in lieu thereof.

8 RELEASE

8.1 Upon full and complete payment of the amount(s) designated in Section 7, above, the Attorney General of the State of Iowa releases and forever discharges to the fullest extent possible that the Attorney General is authorized under the law, (i) GM and its present and former parents, subsidiaries (whether or not wholly owned), and Affiliates (including but not limited to Vehicle Acquisition Holdings, LLC, and NGMCO, Inc.), and (ii) the respective divisions, organizational units, officers, directors, employees, agents, representatives, and in-house attorneys of those entities in Section (i) of this Paragraph (the “Released Parties”) from the following: all civil claims (including claims for diminution in value), demands, causes of action, damages, equitable claims, injunctive relief, restitution, fines, costs, attorneys’ fees and penalties, arising from the subject matter of the Covered Conduct, that the Iowa Attorney General, whether directly, indirectly, representatively, derivatively, in their sovereign enforcement capacity, or as *parens patriae* on behalf of state citizens or in any other capacity, could have asserted, before or as of the Effective Date, against the Released Parties under all UDAP Laws (collectively, the “Released Claims”).

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

- (A) Private rights of action;
- (B) Claims of environmental or tax liability;
- (C) Criminal liability;

- (D) Claims for actual physical damage to real or personal property;
- (E) Claims alleging violations of state or federal securities laws;
- (F) Claims alleging violations of state or federal antitrust laws;
- (G) Any obligations created under this Consent Judgment;
- (H) Any other civil or administrative liability that any person or entity, including the Released Parties, has or may have to the State of Iowa, and any subdivision thereof, not expressly covered by the release in Paragraph 8.1 above; and
- (I) 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 Consent Judgment, duly authorized representatives of the Office of the Attorney General of the State of Iowa shall, if they believe that GM has engaged in a practice that violates any provision of this Consent 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 Consent 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 Consent 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 Consent Judgment in a separate civil action to enforce this Consent 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 does not exist already under state or federal law, or to limit or remove the rights of GM under existing law to object to such action or otherwise to respond appropriately.

9.4 Nothing in this Section shall be construed to limit the Attorney General's authority provided under Iowa Code § 714.16.

9.5 It is the Parties' intent that nothing in this Consent Judgment shall create a conflict with (i) federal, state, or local law applicable to GM, (ii) any provision of the NHTSA Consent Order or other orders or instructions issued by NHTSA, (iii) any provision of the DPA,

(iv) any recommendation made by the Monitor and adopted by GM pursuant to the DPA, or (v) any provision of the December 8, 2016 Decision and Order and the related Consent Agreement with the Federal Trade Commission (“FTC Order”). The Parties agree that the requirements of law, or the applicable provisions of the DPA, FTC Order, or NHTSA Consent Order, or the applicable recommendations made by the Monitor and adopted by GM, shall take precedence over the requirements of this Consent Judgment.

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

10 NOTICES UNDER THIS CONSENT JUDGMENT

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

For the Attorney General of Iowa:

Max M. Miller
Assistant Attorney General
Office of the Iowa Attorney General
Consumer Protection Division
1305 East Walnut Street, 2nd Floor
Des Moines, IA 50319

For GM:

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

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

11 GENERAL PROVISIONS

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

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

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

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

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

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

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

11.8 GM is entering into this Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission, concession, finding, or conclusion of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which GM expressly denies. This Consent Judgment is not intended to constitute evidence or precedent of any kind except in any action or proceeding by one of the Parties (a) to enforce, rescind, or otherwise implement or affirm any or all of the terms of this Consent Judgment, or (b) to support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense. The Released Parties' agreement to entry of this Consent Judgment is not an admission of liability. Nothing in this Consent Judgment affects the Released Parties' right to take or adopt any legal or factual position or defense in any other litigation or proceeding, or to cite or enforce the terms of the Release in Section 8.

11.9 The Attorney General of the State of Iowa, for the consideration set forth in this Consent Judgment, hereby agrees and covenants not to sue Motors Liquidation Company, General

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

11.10 GM waives any claim for fees, costs, or expenses incurred before the entry of this Consent Judgment against the Signatory Attorney General, or against any of his agents or employees related in any way to this Consent Judgment, whether arising under common law or under the terms of any statute. Likewise, except as otherwise provided in this Consent Judgment, the Signatory Attorney General waives any claims for fees, costs, or expenses incurred before the entry of this Consent Judgment against GM related in any way to this Consent Judgment, whether arising under common law or under the terms of any statute. For these purposes, GM and the Signatory Attorney General each agree that they are not the prevailing party in this action because the Parties have reached a good faith settlement. GM and the Signatory Attorney

General further waive any other right to challenge or contest the validity of this Consent Judgment.

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

12 COMPLIANCE WITH ALL LAWS

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

12.2 The Plaintiff and the Defendant hereby stipulate and agree that the Order of this Court to be issued pursuant to this Consent Judgment shall act as an injunction issued under Code Iowa Code § 714.16(7).

13 REPRESENTATIONS AND WARRANTIES

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

13.2 The undersigned counsel for the State of Iowa warrants and Represents that he is fully authorized to execute this Consent Judgment on behalf of the Attorney General of the State of Iowa.

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

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

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

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

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

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

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

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

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

14 PAYMENT OF FILING FEES

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

This _____ day of _____, 2017.

**DISTRICT COURT JUDGE,
FIFTH JUDICIAL DISTRICT OF IOWA**

JOINTLY APPROVED BY:

FOR THE IOWA ATTORNEY GENERAL, THOMAS J. MILLER:



Max M. Miller
Assistant Attorney General
Consumer Protection Division
1305 East Walnut Street, 2nd Floor
Des Moines, IA 50319
Email: Max.Miller@Iowa.gov
Phone: 515-281-5926

10/17/17

DATE

FOR DEFENDANT:

GENERAL MOTORS COMPANY



Ann Cathcart Chaplin
Deputy General Counsel, Litigation
General Motors LLC
300 Renaissance Center
Detroit, Michigan 48265

10/2/17

DATE

APPROVED AS TO FORM FOR ENTRY:



Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, N.W. Suite 900
Washington, D.C. 20001-4412
(202) 639-6004
TPerrelli@jenner.com

10/4/17

DATE

Counsel for General Motors Company

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
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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
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
Auto Partners III, Inc.	Delaware
Autohaus G.V.O. GmbH	Germany
Autovision (Scotland) Limited	Scotland
Autozentrum West Köln GmbH	Germany

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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 Malmo 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
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

Company Name**State or Sovereign
Power of Incorporation**

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
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
Controladora General Motors, S.A. de C.V.	Colombia
Coskata, Inc.	Mexico
Countryside Chevrolet, Inc.	Delaware
Courtesy Buick-GMC, Inc.	Delaware
Crash Avoidance Metrics Partners LLC	Delaware
Crash Avoidance Metrics Partnerships	Michigan
Crosby Automotive Group, Inc.	Michigan
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.1.r.	Spain
Diso Madrid S.L.	Spain
DMAX, Ltd.	Ohio
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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
General Motors del Ecuador S.A.	Ecuador

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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. SOFOM E.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
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
GMAC Bank GmbH (German entity)	Germany
GMAC Banque S.A.	France
GMAC Colombia S.A. LLC	Delaware
GMAC Comercial Automotriz Chile S.A.	Chile
GMAC Continental Corporation	Delaware
GMAC de Venezuela, C.A.	Venezuela
GMAC Espana de Financiacion, S.A. Unipersonal	Spain
GMAC Financial Services AB	Sweden
GMAC Financial Services GmbH	Germany
GMAC HB	Sweden
GMAC Holding S.A. de C.V.	Mexico
GMAC Holdings (U.K.) Limited	England
GMAC Holdings UK Limited	England
GMAC Lease B.V. (aka Masterlease Europe)	Netherlands
GMAC Leasing GmbH (Austrian entity)	Austria
GMAC Leasing GmbH (German entity)	Germany
GMAC Nederland N.V.	Netherlands
GMAC Prestadora de Servicios de Mao de Obra Ltda.	Brazil
GMAC Real Estate GmbH & Co KG	Germany
GMAC Servicios S.A.S.	Colombia
GMAC Suisse SA	Switzerland
GMAC UK plc	England
GMACI Corretora de Seguros Ltda	Brazil
GMACI Corretora de Seguros S.A.	Brazil
GMAC-Prestadora de Servios de Mo-de-Obra Ltda.	Brazil

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
GMAM Real Estate I, LLC	Delaware
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
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-UM1 Technology Research and Development Ltd.	Israel

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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 Geschäftsführungsgesellschaft mbH	Germany
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
Lufkin Automotive Group, Inc.	Delaware
Lyft, Inc.	Delaware
MAC International FZCO	United Arab Emirates
Mack Buick-GMC, Inc.	Delaware

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
Opel Australia Pty Ltd	Australia
Opel Automobile GmbH	Germany
Opel Bank GmbH	Germany
Opel Danmark A/S	Denmark
Opel Finance B.V.B.A.	Belgium
Opel Group GmbH	Germany
Opel Group Warehousing GmbH	Germany
Opel Leasing GmbH (German entity)	Germany
Opel Norge AS	Norway
Opel Sonderdienste GmbH	Germany
Opel Southeast Europe LLC	Hungary
Opel Special Vehicles GmbH	Germany
Opel Suisse SA	Switzerland
Opel Sverige AB	Sweden
Opel Szentgotthard Automotive Manufacturing LLC	Hungary
Opel Szentgotthard Automotive Manufacturing Ltd	Hungary
Opel Wien GmbH	Austria
Open Synergy GmbH	Germany
Orange Motors B.V.	Netherlands
OT Mobility, Inc.	Delaware
P. T. Mesin Isuzu Indonesia	Indonesia
P.T. G M AutoWorld Indonesia	Indonesia
P.T. General Motors Indonesia	Indonesia
Pan Asia Technical Automotive Center Company, Ltd.	China
Patriot Chevrolet, Inc.	Delaware
Pearl (Crawley) Limited	England and Wales
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
Shanghai Chengxin Used Car Operation and Management Company Limited	China
Shanghai General Motors Corporation Ltd.	China
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
Skurrays Limited	England
Skurrays 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
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 I B V	Netherlands
Vauxhall Defined Contribution Pension Plan Trustees Limited	England and Wales

<u>Company Name</u>	<u>State or Sovereign Power of Incorporation</u>
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
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