

Page 1 of 9 USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 02/26/2018
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**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

IN RE:)	
)	
GENERAL MOTORS LLC)	No. 14-MD-2543 (JMF)
IGNITION SWITCH LITIGATION)	No. 14-MC-2543 (JMF)
)	
<i>This Document Relates To All Actions</i>)	Hon. Jesse M. Furman
)	

PARTIES’ STIPULATION AND AGREEMENT CONCERNING UNJUST ENRICHMENT, INCIDENTAL DAMAGES (LOST TIME), AND MANIFEST DEFECT FOR THE 35 JURISDICTIONS THAT HAVE NOT BEEN THE SUBJECT OF DISMISSAL MOTION PRACTICE PURSUANT TO ORDER NO. 131

Pursuant to Order No. 131 (Docket No. 4499) and the Court’s December 26, 2017 letter order (Docket No. 4902), plaintiffs and defendant General Motors LLC (“New GM”) have met and conferred regarding applying the Court’s prior motion to dismiss opinions on the issues of (i) unjust enrichment, (ii) incidental damages (lost time) and (iii) manifest defect (the “Order No. 131 Issues”) to the jurisdictions that have not been the subject of such motion practice.¹ Pursuant to the Court’s December 26, 2017 letter order, plaintiffs and defendant General Motors LLC (“New GM”) are to file “a joint submission as to Order No. 131 Issues on which they have

¹ For unjust enrichment and manifest defect, the 35 jurisdictions at issue are: Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Kentucky, Maine, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Washington, West Virginia, and Wyoming.

For lost time, the parties agree this briefing should be limited to 47 non-bellwether jurisdictions (excluding Louisiana), and that the issue of lost time in California, Missouri, and Texas should be addressed in the bellwether summary judgment briefing contemplated by Order No. 131 or as the Court directs.

reached agreement.” Attached as Exhibit A is a chart containing the positions to which the parties stipulate and agree as well as the issues which are disputed.²

Dated: February 22, 2018

Respectfully submitted,

/s/ Steven W. Berman

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*Co-Lead Counsel with Primary Focus on
Economic Loss Cases*

SO ORDERED.



Jesse M. Furman
United States District Judge

February 26, 2018

² The parties’ stipulation and agreement to these positions is based on the Court’s prior opinions. The parties reserve all appellate rights, including the right to appeal the Court’s prior opinions and these positions.

/s/ Richard C. Godfrey, P.C.

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CERTIFICATE OF SERVICE

I hereby certify that on February 22, 2018, I electronically filed the foregoing Brief using the CM/ECF system which will serve notification of such filing to the email of all counsel of record in this action.

By: */s/ Richard C. Godfrey, P.C.*

Richard C. Godfrey, P.C.

Exhibit A

EXHIBIT A: PARTIES' AGREED AND DISPUTED POSITIONS ON ORDER NO. 131 ISSUES

Jurisdiction	Manifest Defect for Consumer Protection	Manifest Defect for Fraudulent Concealment	Manifest Defect for Implied Warranty	Unjust Enrichment	Lost Time
Alabama	N/A ¹	N/A	N/A	N/A	Disputed
Alaska	Disputed	Disputed	Disputed	Agreed Is Not Available	Disputed
Arizona	Disputed	Disputed	N/A	Disputed	Disputed
Arkansas	Agreed Is Required	Agreed Is Required	Agreed Is Required	Agreed Is Not Available	Disputed
Colorado	Disputed	Disputed	Disputed	Agreed Is Not Available	Disputed
Connecticut	Disputed	Disputed	N/A	Agreed That Warranty Does Not Necessarily Bar Claim; Otherwise Disputed	Disputed
Delaware	Agreed Is Required	Agreed Is Required	Disputed	Agreed Is Not Available	Disputed
District of Columbia	N/A	N/A	N/A	N/A	Disputed
Florida	N/A	N/A	N/A	N/A	Agreed Is Not Available for Consumer Protection; Otherwise Disputed
Georgia	Agreed Is Required	Disputed	N/A	Agreed Is Not Available	Agreed Is Not Available for Consumer Protection; Otherwise Disputed
Hawaii	Agreed Is Not Required	Agreed Is Not Required	Agreed Is Not Required	Agreed Is Not Available	Disputed

¹ "N/A" means "Not Applicable" because the issue was included in prior motion-to-dismiss briefing or the plaintiffs do not bring the claim for the jurisdiction in question.

Jurisdiction	Manifest Defect for Consumer Protection	Manifest Defect for Fraudulent Concealment	Manifest Defect for Implied Warranty	Unjust Enrichment	Lost Time
Idaho	Agreed Is Required	Disputed	N/A	Agreed Is Not Available	Disputed
Illinois	N/A	N/A	N/A	N/A	Disputed
Indiana	Agreed Is Required	Disputed	Disputed	Agreed Is Not Available	Disputed
Iowa	Disputed	Disputed	N/A	Agreed Is Not Available	Disputed
Kansas	Disputed	Disputed	Disputed	Agreed Is Not Available	Disputed
Kentucky	Disputed	Agreed Is Required	N/A	Agreed Is Not Available	Disputed
Maine	Disputed	Agreed Is Not Required	Disputed	Agreed Is Not Available	Agreed Is Not Available for Consumer Protection and Fraudulent Concealment; Otherwise Disputed
Maryland	N/A	N/A	N/A	N/A	Disputed
Massachusetts	N/A	N/A	N/A	N/A	Disputed
Michigan	N/A	N/A	N/A	N/A	Disputed
Minnesota	Agreed Is Required	Disputed	Agreed Is Required	Agreed Is Not Available	Disputed
Mississippi	Disputed	Disputed	Disputed	Disputed	Agreed Is Not Available for Fraudulent Concealment; Otherwise Disputed
Montana	Disputed	Disputed	Disputed	Agreed Is Not Available	Disputed
Nebraska	Disputed	Disputed	Disputed	Agreed Is Not Available	Disputed

Jurisdiction	Manifest Defect for Consumer Protection	Manifest Defect for Fraudulent Concealment	Manifest Defect for Implied Warranty	Unjust Enrichment	Lost Time
Nevada	Disputed	Disputed	Disputed	Agreed Is Not Available	Disputed
New Hampshire	Agreed Is Required	Agreed Is Required	Agreed Is Required	Disputed	Disputed
New Jersey	Disputed	Disputed	Agreed Is Required	Disputed	Disputed
New Mexico	Disputed	Disputed	Disputed	Disputed	Disputed
New York	N/A	N/A	N/A	N/A	Disputed
North Carolina	Agreed Is Required	Agreed Is Required	Agreed Is Required	Agreed Is Not Available	Disputed
North Dakota	Agreed Is Required	Agreed Is Required	Agreed Is Required	Agreed Is Not Available	Disputed
Ohio	Disputed	Agreed Is Required	Disputed	Agreed Is Not Available	Disputed
Oklahoma	N/A	N/A	N/A	N/A	Disputed
Oregon	Disputed	Disputed	N/A	Disputed	Agreed Is Not Available for Fraudulent Concealment; Otherwise Disputed
Pennsylvania	N/A	N/A	N/A	N/A	Disputed
Rhode Island	Disputed	Disputed	Disputed	Agreed That Adequate Remedy At Law Does Not Bar Claim; Otherwise Disputed	Disputed
South Carolina	Agreed Is Required	Agreed Is Required	Agreed Is Required	Disputed	Disputed
South Dakota	Disputed	Disputed	Disputed	Agreed Is Not Available	Disputed
Tennessee	Disputed	Disputed	N/A	Agreed Is Not Available	Disputed
Utah	Agreed Is Required	Agreed Is Required	Agreed Is Required	Agreed Is Not Available	Disputed

Jurisdiction	Manifest Defect for Consumer Protection	Manifest Defect for Fraudulent Concealment	Manifest Defect for Implied Warranty	Unjust Enrichment	Lost Time
Vermont	Agreed Is Not Required	Disputed	N/A	Agreed Is Not Available	Disputed
Virginia	N/A	N/A	N/A	N/A	Disputed
Washington	Disputed	Disputed	N/A	Agreed Is Not Available	Disputed
West Virginia	Disputed	Disputed	Disputed	Disputed	Agreed Is Not Available for Consumer Protection; Otherwise Disputed
Wisconsin	N/A	N/A	N/A	N/A	Disputed
Wyoming	Agreed Is Required	Agreed Is Required	Disputed	Agreed Is Not Available	Disputed