



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE:

GENERAL MOTORS LLC IGNITION SWITCH
LITIGATION

14-MD-2543 (JMF)
14-MC-2543 (JMF)

This Document Relates to All Actions

ORDER NO. 17

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VEHICLE INSPECTION PROTOCOL

IT IS HEREBY ORDERED that this Vehicle Inspection Protocol (“Protocol”) shall govern Defendants’ inspection of any and all vehicles at issue in this litigation, as defined in the Consolidated Amended Class Action Complaint (“Complaint”), owned or leased by any named Plaintiff in this action as of the date of this Protocol (the “Subject Vehicles”). Notwithstanding the foregoing, nothing in this Order is intended to address, affect, or otherwise prohibit any authorized New GM dealership from performing any inspections and/or repairs in the ordinary course pursuant to an announced recall or any maintenance and/or repairs performed at the request of named Plaintiffs.

I. NOTICE REQUIREMENTS

1. No fewer than thirty (30) days prior to the sale of any Subject Vehicle or termination of any lease (other than through expiration in accordance with a pre-defined lease agreement) associated with any Subject Vehicle, counsel for any named Plaintiff shall notify Lead Counsel and Defendants’ counsel in writing of any Plaintiff’s intention to sell or terminate any applicable lease associated with the Subject Vehicle. The parties agree that such notification may be made by electronic mail.

2. Defendants may inspect any Subject Vehicle for which notice has been provided in accordance with paragraph 1. If any Defendant so elects, such Defendant shall provide written

notice to Lead Counsel and Plaintiff's counsel indicating its intent to inspect the Subject Vehicle no more than ten (10) days from receiving the notice specified in Paragraph 1. The parties agree that such notification may be made by electronic mail.

3. The parties may schedule any inspection properly noticed under Paragraph 2 for a date, time, and location that is convenient to all participants; *provided, however*, that any Plaintiff providing notice in accordance with Paragraph 1 reserves the right to sell the Subject Vehicle or terminate any applicable lease associated with the Subject Vehicle within thirty (30) days from the date of such notice. The parties agree to use all reasonable efforts in good faith to schedule the inspection for a date prior to the expiration of thirty (30) days from the date of notice provided in Paragraph 1. The parties further agree that any inspection of a Subject Vehicle will occur at an authorized GM dealership, as determined by New GM, within a thirty-mile radius of the Plaintiff's residence. If no authorized New GM dealership exists within such a radius, the parties shall meet and confer in good faith to identify a mutually agreeable location for the inspection.

II. INSPECTION

4. For any vehicle inspection properly noticed and scheduled in accordance with the paragraphs of Section I, the Subject Vehicle will be transported by Plaintiff to the agreed location at the agreed date and time. The Plaintiff that owns or leases the Subject Vehicle may, but need not be, present at the inspection. Representatives of Plaintiff, including retained expert(s) and/or Plaintiff's counsel, may be present at the inspection. The following persons may attend and participate on behalf of any of the Defendants: (a) Defendants' Counsel; (b) employees of the Defendants; and/or (c) Defendants' retained expert(s). Additionally, representatives of the authorized GM dealership where the inspection occurs, if applicable, may attend.

5. In no event shall any Defendant or any representative of Defendants communicate with the Plaintiff owning or leasing the Subject Vehicle at the inspection without the authorization of Plaintiffs' counsel. In no event shall any Plaintiff or any representative of the Plaintiff communicate with any employee of the Defendants without the authorization of the Defendant's counsel.

6. By the end of the inspection, the Subject Vehicle must be restored to the original condition it was in before the inspection.

7. The parties and/or their representatives may take photographs, video recordings, and sound recordings during the inspection, and agree to produce to one another copies of any photographs, video recordings, or sound recordings taken during the inspection as part of the discovery process. As a courtesy to all participants, any person taking video or sound recordings during the inspection must notify all participants in writing prior to initiating recording. The parties also agree to produce to the other parties any data obtained from the Subject Vehicle, including, but not limited to, data downloaded from the Sensing Diagnostic Module ("SDM"), any diagnostic codes and other read-outs, if any.

8. Plaintiffs do not consent to the removal of any component from any Subject Vehicle during an inspection under the terms of this Protocol. If any party desires to remove any component of the Subject Vehicle, such request must be made to Plaintiffs' Counsel and all other parties, and all other parties, including Plaintiffs' Counsel, must agree in writing before any such removal takes place.

9. It is anticipated that during the course of the inspection that Defendant(s) or its representatives will test drive a Subject Vehicle during the inspection. If Plaintiffs object to any such test drive, they must meet and confer with Defendants' counsel in good faith and provide a

specific reason as to why a test drive should not take place. Defendants' requests to test-drive a Subject Vehicle during the inspection shall not be unreasonably refused. A Defendant or its representatives may make this request orally during the inspection. In any test drive of a Subject Vehicle during the inspection, the Subject Vehicle shall be operated by New GM's representative, and the following limitations shall apply: (a) the test drive may not exceed ten (10) total miles in driving distance; (b) the test drive may not exceed thirty (30) minutes in duration; and (c) Plaintiffs' Counsel or their representative shall be permitted to accompany New GM's representative on any test drive.

11. The scope of any inspection established by this Section II of this Protocol may be modified by written agreement of the parties or by Court order for good cause shown.

III. USE OF INFORMATION OBTAINED DURING INSPECTION

12. The parties agree that any and all information, including documents, photographs, video recordings, and sound recordings, obtained by any party during an inspection under the terms of this Protocol may be designated "confidential" in accordance with the Protective Order entered in this action. No party or other person, including any authorized GM dealership, is permitted to use any information obtained during such an inspection for any purpose other than to prosecute or defend against the claims asserted in this action or in any action brought by the Plaintiff or any Defendant.

13. No party waives any objection to any use, including admissibility of evidence and relevance, of any information, including documents, photographs, video recordings, and sound

recordings, obtained by any party during an inspection under the terms of this Protocol in connection with this action. All such objections are expressly preserved by all parties.

SO ORDERED.

Date: September 29, 2014
New York, New York



JESSE M. FURMAN
United States District Judge