

GM Ignition Compensation  
Claims Resolution Facility  
FINAL PROTOCOL

for

Compensation of Certain Death and Physical Injury Claims Pertaining to  
the GM Ignition Switch Recall

**June 30, 2014**

**I. PURPOSE**

General Motors LLC (“GM”) issued safety recalls identifying a defect in the ignition switch of certain vehicles in which the ignition switch may unintentionally move from the “run” position to the “accessory” or “off” position (“the Ignition Switch Defect”). This Protocol outlines the eligibility and process requirements for individual claimants to submit and settle claims alleging that the Ignition Switch Defect caused a death or physical injury in an automobile accident.

The effective date of the Final Protocol is August 1, 2014.

A. Role

GM asked Kenneth R. Feinberg to develop and design a Protocol for the submission, evaluation, and settlement of death or physical injury claims allegedly resulting from the Ignition Switch Defect. The resulting Protocol creates a Claims Resolution Facility (“the Facility”) under which the independent Administrator, Mr. Feinberg, will process and evaluate claims to determine: a) whether the submitted claim meets the eligibility requirements, and b) the compensation to be paid for eligible claims as defined below.

GM has authorized the Facility to process only eligible claims involving death or physical injury. No other claims for economic injury or other allegations of damage are subject to this Protocol.

Participation in the Facility is completely voluntary and does not affect any rights the claimant may have until and unless the claimant accepts the compensation amount and signs a release.

B. Approach

The following non-exclusive principles apply to the operation of this Protocol.

- The Facility will evaluate claims submitted with the required documentation in a prompt and fair manner.

- Any documentation already submitted by individuals to GM in support of death or physical injury claims allegedly resulting from the Ignition Switch Defect will be transferred to the Facility consistent with this Protocol.
- GM has agreed that a substantially complete submission of an individual claim pursuant to this Protocol will toll the statute of limitations on any potential death or personal injury claim that the claimant has related to the Ignition Switch Defect (1) until the Facility renders a decision rejecting the submitted claim or (2) until the claimant rejects the Facility's offer to settle the claim or the settlement offer becomes null and void.
- Acceptance of payment from the Facility will require the execution of a full release of liability, as discussed below.
- The Facility is administered by Mr. Feinberg, a neutral fund Administrator responsible for all decisions relating to the administration, processing, and evaluation of claims submitted to the Facility.

## **II. ELIGIBILITY REQUIREMENTS**

The only claimants that can submit claims to the Facility are: a) the individual physically injured in the accident, or b) the Legal Representative (as defined below) of the decedent or the individual physically injured in the accident.

Claims submitted by insurance companies seeking reimbursement for payments made to individual claimants are ineligible pursuant to this Protocol.

The "Legal Representative" of the decedent or the individual physically injured in the accident shall mean: (1) in the case of a minor, a parent or legal guardian authorized under law to serve as a minor's legal representative; (2) in the case of a decedent, the spouse, descendant, relative or other person who is authorized by law to serve as the decedent's legal representative; and (3) in the case of an incompetent or legally incapacitated individual, a person who has submitted proof to the Facility that such person has been duly appointed in accordance with applicable law.

For a claimant to be eligible for compensation under the Protocol ("Eligible Claimants"), the following eligibility requirements must be met:

- A. The individual on whose behalf the claim is filed must have been the driver, a passenger, a pedestrian, or the occupant of another vehicle, in an accident involving one of the following categories of vehicles ("Eligible Vehicle"):

**Production Part Vehicles**

***(Ignition Switch Recall Repair was not Performed Prior to the Accident)***

- Chevrolet Cobalt (Model Years 2005-2007)
- Chevrolet HHR (Model Years 2006-2007)
- Daewoo G2X (Model Year 2007)
- Opel/Vauxhall GT (Model Year 2007)
- Pontiac G4 (Model Years 2005-2006)
- Pontiac G5 (Model Year 2007)
- Pontiac Pursuit (Model Years 2005-2006)
- Pontiac Solstice (Model Years 2006-2007)
- Saturn Ion (Model Years 2003-2007)
- Saturn Sky (Model Year 2007)

**Service Part Vehicles**

***(Ignition Switch was Replaced by a Dealer or Independent Service Center with an Ignition Switch bearing Part Number 10392423)***

- Chevrolet Cobalt (Model Years 2008-2010)
- Chevrolet HHR (Model Years 2008-2011)
- Daewoo G2X (Model Years 2008-2009)
- Opel/Vauxhall GT (Model Years 2008-2010)
- Pontiac G5 (Model Years 2008-2010)
- Pontiac Solstice (Model Years 2008-2010)
- Saturn Sky (Model Years 2008-2010)

B. The accident must have occurred prior to December 31, 2014. In addition:

1. If the accident involved an Eligible Production Part Vehicle, the Ignition Switch Recall Repair<sup>1</sup> was not performed prior to the accident; or
2. If the accident involved an Eligible Service Part Vehicle, (a) the vehicle's ignition switch was replaced by a dealer or independent service center with an ignition switch bearing Part Number 10392423 and (b) the accident occurred after such replacement of the ignition switch and prior to the Ignition Switch Recall Repair.

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<sup>1</sup> Ignition Switch Recall Repair is defined as a repair performed by a dealer or independent service center to address the recall condition set forth in National Highway Traffic and Safety Administration Recalls 14V-047 and 14V-171.

- C. Any individual claim submitted to the Facility shall be deemed ineligible if the facts and circumstances of the accident demonstrate the deployment of any airbag during the accident and/or the deployment of seatbelt pretensioners during the accident.
- D. There are three categories of individual claims for physical injury/death which may be submitted pursuant to this Protocol. Claims for physical injury must provide contemporaneous documentation of either overnight hospitalization or outpatient medical treatment within 48 hours of the accident. The following are the three categories:
  - 1. Individual Death Claims
  - 2. Category One Physical Injury Claims: claims involving quadriplegic injury, paraplegic injury, double amputation, permanent brain damage requiring continuous home medical assistance, or pervasive burns encompassing a substantial part of the body.
  - 3. Category Two Physical Injury Claims: claims, other than Category One Physical Injury Claims, that, within 48 hours of the accident, require either overnight hospitalization of one or more nights or, in extraordinary circumstances as determined on a case by case basis by the Administrator, outpatient medical treatment.
- E. No claim shall be eligible unless, after reviewing all of the information submitted as required herein, the Facility determines, in its sole discretion, that the Ignition Switch Defect in an Eligible Vehicle was the proximate cause of the death or physical injury. The Facility will not take into account any contributory negligence of the claimant in making this determination.

### **III. METHODOLOGIES FOR CALCULATING COMPENSATION**

To determine the amount of compensation to be paid to Eligible Claimants the Facility will use the following calculation methodologies:

#### **A. Individual Death Claims**

Eligible Claimants submitting a death claim shall voluntarily elect to receive compensation based on one of the following two tracks:

## 1. Track A - Presumptive Compensation

The Track A presumed methodology relies upon a combination of the decedent's historical earnings and personal details with assumptions of likely future events based upon multiple sources of publicly available national data including the Bureau of Labor Statistics and the Internal Revenue Service. Eligible Claimants need not present detailed computations or analyses. Instead, they only need to supply the Facility with the following data:

- decedent's historical earnings
- decedent's employment benefits
- decedent's age
- age and status of members of the decedent's household who are dependents of the decedent

This Track A presumed methodology ensures consistent economic loss calculations for similarly situated victims (i.e., same age, number of dependents and income level). Eligible Claimants voluntarily choosing Track A will receive compensation within 90 days from the date that the Facility deems the submission of the pertinent Claim Form and required supporting documentation as "substantially complete." In cases where a victim had little or no earnings history, or in the case of calculating the amount of compensation for minor children, the Facility will calculate the economic loss by using the average income of all wage earners in the U.S. for the year 2013.

## 2. Track B – Complete Economic Analysis

Track B entails a complete, comprehensive economic loss analysis of the decedent's past, present and assumed future income. The Facility will consider the financial history of the decedent through incorporation of submitted individual income data, including past, present and future earnings, wage growth, work life expectancy, etc., as well as other case-specific information and circumstances of the decedent that the claimant believes the Facility should consider in determining the total value of the claim. In determining the final Track B award, the Facility will also consider information submitted by the claimant regarding any extraordinary circumstances associated with the claimant. In this manner, the Track B methodology incorporates the individual circumstances of the decedent and will require the submission of substantially more information than for Track A. Eligible Claimants voluntarily choosing Track B will receive compensation within 180 days from the date that the Facility deems the submission of the pertinent Claim Form and required supporting documentation "substantially complete."

In addition to the economic loss compensation calculated pursuant to Track A or Track B, each Eligible Claimant submitting a death claim will receive the following uniform amounts for non-economic loss (e.g., pain and suffering, emotional distress, loss of consortium, etc.):

- \$1,000,000 for the death of the decedent, and
- \$ 300,000 for the surviving spouse, and
- \$ 300,000 for each surviving dependent of the decedent.

B. Individual Claims Involving a Category One Physical Injury

Economic loss compensation for individual claims involving a Category One Physical Injury, as defined above, will be calculated in the same way as Individual Death Claims under Track A or Track B, as voluntarily selected by the Eligible Claimant.

Claims submitted pursuant to this Section will, in some cases, also require the calculation of a long term life-care plan along with the calculation of non-economic loss.

1. If the claimant chooses Track A (Presumptive Compensation), the value of such a long term life-care plan will be presumed to be the present value of the national average of such long term life-care plans, which includes consideration of costs associated with home assistance, therapy and transportation, medical care, medications, equipment and supplies, home modifications, etc. The amount of non-economic loss compensation will be determined as an average fixed calculation tied to the total cost of a proposed long term life-care plan for an individual claimant.
2. If the claimant chooses Track B (Complete Economic Analysis), the value of such a long term life-care plan will require the submission of case-specific information corroborating the individual circumstances of the claimant and the need for the facility to take into account such circumstances, e.g., home assistance, therapy and transportation, medical care, medications, equipment and supplies, home modifications, etc. The amount of non-economic loss compensation will be determined by considering such case-specific factors as the nature and extent of the injury, the lifestyle of the claimant and the total cost of a proposed long term life-care plan for the individual claimant.

The Facility will also provide non-economic loss compensation for Eligible Claimants submitting a Category One Physical Injury Claim where no long term life-care plan is required. Because the physical injuries are so vastly different, and have significantly different long term effects, the Facility will evaluate each individual Category One Physical Injury Claim to determine the extent and nature of the injury in order to establish non-economic loss.

C. Category Two Physical Injury Claims - Hospitalization of One or More Nights or Outpatient Medical Treatment

Eligible Claimants who were physically injured and hospitalized within 48 hours of the accident for one or more nights as a result of the accident will receive the following compensation (encompassing both economic loss and non-economic loss):

- Hospitalization of no less than 32 overnights: \$500,000.00
- Hospitalization of 24 to 31 overnights: \$385,000.00
- Hospitalization of 16 to 23 overnights: \$260,000.00
- Hospitalization of 8 to 15 overnights: \$170,000.00
- Hospitalization of 2 to 7 overnights: \$ 70,000.00
- Hospitalization of 1 overnight: \$ 20,000.00

Such hospitalization need not be on consecutive days and may be cumulative if such subsequent hospitalization is documented to be the result of the accident.

Eligible Claimants who were physically injured, but were not hospitalized overnight because of extraordinary circumstances, will receive up to a maximum of \$20,000 for medical treatment resulting from the accident, if such treatment commenced within 48 hours of the accident. (This compensation encompasses both economic loss and non-economic loss.) Any subsequent overnight hospitalization of such Eligible Claimant for physical injuries as a result of the accident will be compensated according to the number of nights of hospitalization as outlined above for a Category Two Hospitalization claim. However, the total compensation will not exceed the maximum allocated amount of each hospitalization category shown above.

**IV. DOCUMENTATION REQUIREMENTS**

All individuals submitting a claim pursuant to this Protocol must submit a completed Claim Form as provided by the Facility. Each claimant must submit the documentation requested on the Claim Form, or other similar information sufficient both to substantiate and determine Protocol requirements, including eligibility requirements, and to allow the Facility to review, process, and evaluate the submitted claim.

If the claim is being presented by an attorney or a Legal Representative, then the attorney or Legal Representative will be responsible for submitting the necessary documentation relating to the represented decedent, minor, or incompetent or legally incapacitated individual. Legal Representatives must supply proof of representative capacity – such as a power of attorney, guardianship, appointment as guardian or attorney ad litem, custodial parent, or the equivalent – as is required to establish authority to act in a representative capacity under the law of the resident state of the decedent, minor, or incompetent or legally incapacitated individual.

The proof requirements for Eligible Claimants as defined above are as follows:

A. All Claims

- An official police report contemporaneous with the accident date, if available, including any attachments, photos, or supplemental reports.
- Vehicle computer data captured by the vehicle's Event Data Recorder and the Sensing and Diagnostic Module ("EDR"/"SDM"), if available.
- Information (preferably a Vehicle Identification Number (VIN), if available) confirming that the vehicle involved in the accident is an Eligible Vehicle.
- Any other corroborating documentation deemed relevant by the Facility.

B. Individual Death Claims

- An official death certificate.
- Documentation and proof requirements for past and future loss of income and earnings pursuant to Track A or B as appropriate, as well as any other non-economic loss documentation evidencing extraordinary circumstances pursuant to Track B.
- Other pertinent financial information, and information and documentation regarding the decedent's Legal Representative, will be required with the filing of the Claim Form.
- Any other corroborating documentation deemed relevant by the Facility.

C. Category One Physical Injury Claims

- Contemporaneous pertinent medical records describing the nature of the serious physical injury and documenting hospitalization within 48 hours of the accident, including information concerning any total or partial disability of the claimant.
- Documentation and proof requirements for past and future loss of income and earnings pursuant to Track A or B as appropriate, as well as any other non-economic loss documentation evidencing extraordinary circumstances pursuant to Track B.
- Other pertinent financial information may be required with the filing of the Claim Form.
- A proposed long term life-care plan, if appropriate.
- Any other corroborating documentation deemed relevant by the Facility.

D. Category Two Physical Injury Claims

- Hospitalization: A contemporaneous hospital record that confirms the following:
  - The date of hospitalization within 48 hours of the accident.
  - The date of discharge from the hospital.
  - The nature of the injury; and
  - That the injury was sustained as a result of the automobile accident.
- Other Outpatient Medical Treatment: A contemporaneous medical record that confirms the following:
  - The date of the outpatient medical treatment within 48 hours of the accident.
  - The nature of the injury and medical treatment; and
  - That the injury was sustained as a result of the automobile accident.
- In addition, claimants submitting documentation of outpatient medical treatment shall also provide a description of the extraordinary circumstances resulting in such outpatient medical treatment rather than hospitalization.
- Any other corroborating documentation deemed relevant by the Facility.

Specific documentation and proof requirements will be defined on the Claim Form. Additional documentation may be required, e.g., pertinent hospital and insurance records, etc.

## **V. FILING FOR COMPENSATION**

### **A. Equal Access and Fair Adjudications in the Claims Process**

All claimants will be treated with respect, dignity, and fairness, without regard to race, color, sexual orientation, national origin, religion, gender, or disability. The Facility will manage the process so that all claimants can equally access the Facility's claim submission process so that claims will be adjudicated fairly. Individuals with disabilities will be given the opportunity to effectively communicate their claims and to request special process accommodations to the Facility. Accommodations will be made for individuals with language barriers to ensure that they will have meaningful access to the process and to the Facility.

### **B. Process and Procedures**

Eligible Claimants should file a pertinent Claim Form for: 1) individual death claims, 2) individual claims involving a Category One Physical Injury, or 3) individual claims involving a Category Two Physical Injury. A single Claim Form should be submitted for each Eligible Claimant.

This Protocol and pertinent Claim Forms will be available to all interested parties beginning on August 1, 2014, the effective date of this Protocol. The Claim Form should be completed and submitted to the Facility (along with all required supporting documentation) postmarked no later than December 31, 2014. Questions regarding the completion of the Claim Form should be sent via email to the Facility. (Contact information will be provided on the Claim Form and on the Facility's website.) The Facility will maintain and make available to claimants a list of Frequently Asked Questions and responses. Claim Forms may be obtained and submitted in any one of the following ways:

1. Via the Internet: Claimants may submit a claim online by visiting the Facility website at [www.GMIgnitionCompensation.com](http://www.GMIgnitionCompensation.com). Claimants will be instructed to follow simple steps for completing a claim.
2. Via U.S. Mail: Claimants may visit the Facility website and download a copy of the Claim Form or call the Facility's toll-free line to request a copy. Claimants will mail the completed Claim Forms via U.S. Mail to:

GM Ignition Compensation Claims Resolution Facility  
PO Box 10091  
Dublin, OH 43017-6691

In order for the claim to be eligible for payment, all claimants must consent to participate in the Facility and agree to be bound by its terms, but shall not release any legal rights until an award is determined, the claimant is notified, and the claimant accepts the award and executes a binding Release. The Facility will work directly with all claimants as reasonably requested to make sure that all claims are submitted by the December 31, 2014 deadline.

A Claim Form filed for a decedent will require the spouse's signature if the decedent was married at the time of death, if the Legal Representative is a person other than the spouse, and if the spouse is still alive and competent. In cases where the decedent was not married, or where the spouse is no longer alive or competent, and where the Legal Representative is a person other than the personal representative legally responsible for administering the decedent's estate, the personal representative of the decedent's estate must sign the Claim Form. The decedent's Legal Representative will be responsible for submitting a Proposed Distribution Plan to the Facility along with the Claim Form, showing how any compensation from the Facility would be allocated among the decedent's heirs, beneficiaries, and legatees consistent with the law of the decedent's State of domicile, or with any applicable ruling made by a court of competent

jurisdiction. The Legal Representative is responsible for ensuring that the decedent's heirs, beneficiaries, and legatees are notified of the filing of the claim and receive a copy of the Proposed Distribution Plan. All of the decedent's heirs, beneficiaries and legatees must consent to participate in the Facility and agree to be bound by its terms. Before receiving any compensation from the Facility, the Legal Representative of the decedent, as well as all of the decedent's heirs, beneficiaries, and legatees, must sign a full release of all past and future claims against any potentially liable parties relating to the Ignition Switch Defect.

A Legal Representative filing a Claim Form for a minor child will be required to obtain the signatures of all living parents, or of the minor's legal guardian(s) if neither parent is living. A Legal Representative filing a claim on behalf of an incompetent or legally incapacitated individual will be required, along with proof of the Legal Representative's authority, to obtain the signature(s) of all other legally appointed representative(s) of the individual as may exist.

The Facility cannot provide tax advice to those receiving payments pursuant to this Protocol. The Facility recommends consultation with a tax advisor concerning any questions regarding tax liability for payments pursuant to this Protocol.

#### C. Due Process Procedures and the Right to be Heard

Individual claimants or GM may request a face-to-face personal meeting (or telephone meeting) with the Administrator prior to his making a determination pertaining to only an Individual Death Claim or Category One Physical Injury Claim. Both the individual claimant and GM reserve the right to submit to the Facility any information deemed relevant to the Administrator's evaluation and determination of any such Individual Death Claim or Category One Physical Injury Claim before the final processing and determination of the claim. Meetings will be scheduled at mutually convenient times and locations. Such a requested meeting will not serve to alter the eligibility, process, or documentation requirements or any allocation amounts set forth in this Protocol. Requests to meet with the Administrator should be sent by email to the Facility. (Contact information to be provided on the Claim Form and on the Facility website.)

#### D. Incomplete or Deficient Claims

If a claimant submits an incomplete or deficient claim, e.g., the claimant failed to include required documentation or failed to sign the Claim Form, a deficiency notification will be sent to the claimant and a representative of the Facility will informally work with the claimant in an effort to cure any such deficiencies.

#### E. Notification of Facility Decision

The Facility will send the claimant the following in writing:

1. The Facility's decision regarding the claim, including the reason for any denial of the claim.
2. The settlement amount offered pursuant to this Protocol to settle the claim; and
3. A Release to be signed by the claimant if the claimant accepts the offered settlement.

Settlement offers pursuant to this Protocol shall be valid for 90 days, after which they are null and void.

#### F. Payment

Payments will be issued by the Facility following the final processing of an Eligible Claimant's Claim Form and any requested due process hearing. The Facility will authorize the payment, by check or electronic bank wire, to each Eligible Claimant. Checks will be sent to claimants by the Facility via courier service.

### **VI. PRIVACY**

Information submitted by a claimant to the Facility will be used and disclosed only for the following purposes:

1. Processing the claimant's claim for compensation.
2. Legitimate business use associated with administering the Facility, including the prevention of fraud; and/or
3. Law, regulation or judicial process.

### **VII. QUALITY CONTROL AND PROCEDURES TO PREVENT AND DETECT FRAUD**

#### A. Verification Procedures

For the purpose of detecting and preventing the payment of fraudulent claims, and for the purpose of accurate and appropriate payments to claimants, the Facility will implement procedures to:

1. Verify and authenticate claims.
2. Analyze claim submissions to detect inconsistencies, irregularities, and duplication.
3. Ensure the quality control of claims review procedures.

## B. Quality Control

The Facility shall institute all necessary measures designed to evaluate the accuracy of submissions and the accuracy of payments.

## C. False or Fraudulent Claims

Each claimant will sign the Claim Form at the time of submission, stating that he or she certifies that the information provided in the Claim Form is true and accurate to the best of his or her knowledge, and that he or she understands that false statements or claims made in connection with such submission may result in fines, imprisonment, and/or any other remedy available by law. Suspicious claims will be forwarded to federal, state, and local law enforcement agencies for possible investigation and prosecution. Claims filed via the Internet will require an electronic signature which shall be equally as binding upon the claimant as a physical signature.

## **VIII. RELEASE, OFFSETS AND LIENS**

### A. Release

In order for the claim to be eligible for payment, all claimants must consent to participate in the Facility and agree to be bound by its terms. No such Agreement will be enforceable until the claimant is made aware of the settlement amount. Until a Final Release is executed, each individual claimant retains all rights under the law, including proceeding with, or continuing with, litigation during the processing of the claim. Such litigation shall be immediately dismissed by agreement of the parties if the claimant elects to accept the award and execute the appropriate Release.

By submitting a claim under this Protocol, a claimant is seeking to resolve all claims against all responsible parties relating to the Ignition Switch Defect in an Eligible Vehicle. If a claimant chooses to accept a final payment pursuant to this Protocol, the claimant will be required to sign a full release of all past and future claims against any party relating to the Ignition Switch Defect in the Eligible Vehicle. The release will waive any rights the claimant or his/her heirs, descendants, legatees and beneficiaries may have against General Motors or any potentially responsible party to assert any claims relating to the Ignition Switch Defect, to file an individual legal action relating to the Ignition Switch Defect, or to participate in any legal action associated with the Ignition Switch Defect.

B. Offsets

In determining all payments pursuant to this Protocol, the Facility will take into account and offset any prior payments made by GM or General Motors Corporation to individual claimants in connection with claims encompassed by this Protocol.

C. Medical Liens

In determining all payments pursuant to this Protocol, the Facility will take into account any outstanding medical liens, if any, currently owed by the claimant. The Facility will retain the services of a Lien Resolution Administrator to serve as an agent for the benefit of the settling claimants and to identify, resolve and satisfy, in accordance with federal law, all settling claimant repayment obligations related to payments associated with this Facility including, but not limited to, Medicare parts A and B, Medicaid and commercial or private health care liens.