

Court issued an order, dated January 23, 2008, granting final approval to the terms of the Settlement embodied in the Amended Stipulation.¹

Due to significant adverse developments with respect to Delphi's efforts to emerge from bankruptcy, and considering that the Effective Date of the Settlement was contingent upon substantial consummation of Delphi's Plan of Reorganization that was confirmed by the Bankruptcy Court in January 2008, the parties to the Amended Stipulation agreed to modify the terms thereof such that the effectiveness of the Settlement would not be contingent upon consummation of Delphi's Plan of Reorganization. This agreement was memorialized in the Modification to Amended Stipulation of Settlement With Certain Defendants – ERISA Actions, dated July 10, 2009 (the "Modification").

On September 23, 2009, the Court entered an Order for Notice and Hearing preliminarily approving the terms of the Modification and directing Lead Counsel to provide notice to the Class thereof. The Court has received declarations attesting to notice having been provided to the Class in accordance with the Court's directions. A hearing was held on November 16, 2009 to determine whether to approve the Modification as fair, reasonable and adequate and to rule upon such other matters as the Court might deem appropriate. At that hearing, the Court considered the detailed presentations and provided its reasons for final approval to the Modification and those reasons are incorporated herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Order and Final Judgment amends that certain Order and Final Judgment, dated January 23, 2008 (the "Original Judgment"), in the above-captioned proceeding;

¹ All capitalized terms used in this Order and Final Judgment and not defined herein shall have the meanings assigned to them in the Amended Stipulation, as modified by the Modification.

2. The Court has jurisdiction over the subject matter of this action, all members of the Class, and all Settling Defendants pursuant to 29 U.S.C. § 1132(e).

3. In accordance with Federal Rule of Civil Procedure 23 and the requirements of due process, the Class has been given proper and adequate notice of the Settlement, the fairness hearings, the Plan of Allocation Motion and the Modification, such notice having been carried out in accordance with the Court's orders in respect thereof. The Notice, the Publication Notice, the Website Notice, and the notice methodology implemented pursuant to the Amended Stipulation, as modified by the Modification, and the Court's orders (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to fairly apprise members of the Class of the proposed Settlement, as modified by the Modification, their right to object to the Settlement, as modified by the Modification, and their right to appear at the above-mentioned hearings; (c) constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of due process and the Federal Rules of Civil Procedure and any other applicable law.

4. The Settlement, as modified by the Modification, was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the action and of the strengths and weaknesses of their respective positions. The Settlement, as modified by the Modification, was reached after the parties had engaged in extensive negotiations with the assistance of a former United States District Judge acting as special master for settlement purposes. Lead Counsel and counsel for Settling Defendants were therefore well positioned to evaluate the benefits of the Settlement, as modified by the Modification, taking into account the expense, risk, and uncertainty of protracted litigation over numerous questions of fact and law.

5. The proposed Settlement, as modified by the Modification, warrants final approval pursuant to Federal Rule of Civil Procedure 23(e)(1)(A) and (C) because it is fair, adequate, and reasonable to the Class and others whom it affects based upon (a) the likelihood of success on the merits weighed against the amount and form of relief offered in the Settlement, as modified by the Modification; (b) the risks, expense, and delay of further litigation; (c) the judgment of experienced counsel who have competently evaluated the strength of their proofs; (d) the amount of discovery completed and the character of the evidence uncovered; (e) the limited number of objections made to the proposed Settlement, as modified by the Modification; (f) the fact that it is the product of arm's-length negotiations as opposed to collusive bargaining; (g) the fact that it is consistent with the public interest; and (h) the fact that it promotes the effectiveness of the Settlement, as modified by the Modification, and distribution of the consideration to the Class independent of the events in Delphi's bankruptcy proceeding.

6. The Settlement, as modified by the Modification, hereby is APPROVED as fair, reasonable, adequate to members of the Class, and in the public interest. The settling parties are directed to consummate the Settlement in accordance with the terms of the Amended Stipulation, as modified by the Modification.

7. The Plan of Allocation is hereby APPROVED as fair, adequate, and reasonable. Subject to the provisions of paragraph 17 below and paragraph 23 of the Amended Stipulation, as modified by the Modification, upon this Order and any order of the Bankruptcy Court approving the Settlement, as modified by the Modification, becoming Final, and upon the Effective Date of the Settlement, as modified by the Modification, the Escrow Agent shall disburse the Net Settlement Fund to the Plans for distribution by the Plans' trustee(s) in accordance with the Plan of Allocation, subject to any amounts withheld by the Escrow Agent

for the payment of taxes and related expenses as authorized in the Amended Stipulation, as modified by the Modification.

8. The Escrow Agent is authorized to pay the reasonable costs of implementing the Plan of Allocation from the Gross Settlement Fund, upon notice to Settling Defendants' counsel, without further order of the Court, notwithstanding that this Order has not yet become Final as that term is defined in the Amended Stipulation, as modified by the Modification.

9. A case contribution award of \$5,000.00 payable from the Gross Settlement Fund is awarded to each Named Plaintiff. Such award may be distributed to each Named Plaintiff by the Escrow Agent upon the Effective Date of the Settlement, as modified by the Modification.

10. The Court retains jurisdiction over this action and the parties, the Plans, and members of the Class for all matters relating to this action, including (without limitation) the administration, interpretation, effectuation or enforcement of the Amended Stipulation, the Modification and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to members of the Class.

11. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Amended Stipulation and the Modification.

12. Named Plaintiffs and all members of the Class, on behalf of themselves, and the Class, and their personal representatives, heirs, executors, administrators, trustees, successors, and assigns, with respect to each and every Settled Claim, fully, finally and forever release, relinquish and discharge, and are forever enjoined from prosecuting, any Settled Claim against any of the Released Parties and shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any

class or any other person or any of the Plans, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Settled Claim or any matter related thereto, at any time on or after the Effective Date.

13. The Settling Defendants fully, finally, and forever release, relinquish, and discharge, and are forever enjoined from prosecuting, the Settled Defendants' Claims against Named Plaintiffs, all members of the Class, and their respective counsel.

14. By operation of this Judgment, all Barred Persons are permanently barred, enjoined and restrained from commencing, prosecuting or asserting, either derivatively or on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any Barred Claims against any of the Released Parties in any forum, action or proceeding of any kind. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance, validity, interpretation, administration, enforcement or enforceability of the Bar Order, except to the extent any such matters relate to Delphi's bankruptcy proceeding, which shall be subject to the continuing jurisdiction of the Bankruptcy Court. Lead Counsel shall post the provisions of this paragraph on the website identified in the Notice.

15. Because Barred Persons are barred from asserting any Barred Claims against any of the Released Parties, any judgments entered against Barred Persons in the Delphi ERISA Action will be reduced by the Judgment Reduction Amount. Nothing in the Amended Stipulation, the Modification or this Judgment shall in any manner limit any joint and several liability applicable to any non-settling party as to the portion of any judgment against such non-

settling party in the Delphi ERISA Action remaining after application of any Judgment Reduction Amount.

16. By operation of this Judgment, Settling Defendants are barred and permanently enjoined from bringing against the Barred Persons, either derivatively or on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Barred Claims in any forum, provided that a Settling Defendant shall not be enjoined from bringing Barred Claims against a Barred Person if for any reason such Barred Person asserts, or is legally not barred by this Judgment from bringing, Barred Claims against such Settling Defendant. The entry of the bars, injunctions and related provisions set forth in paragraphs 14 through 16 above is fair to all persons or entities, including but not limited to the Named Plaintiffs, the Settling Defendants, all Class Members, any non-settling defendants, and all Barred Persons.

17. Until the Delphi ERISA Action has been concluded and fully and finally resolved with respect to all Barred Persons, there shall be no distribution from the Net Settlement Fund that would cause the balance remaining in the Net Settlement Fund to be less than the aggregate of Named Plaintiffs' claims for potential damages with respect to all claims against Barred Persons that have not been concluded and fully and finally resolved. In addition, until the Delphi ERISA Action has been concluded and fully and finally resolved with respect to State Street Bank and Trust Company ("State Street"), there shall be reserved from the Net Settlement Fund the sum of \$5,000,000, and if State Street is not adjudicated to be liable in this Action, State Street shall be entitled to reimbursement from such reserve for its costs in connection with the defense of this action, including its reasonable attorneys' fees and related expenses, payable at the time final judgment is entered in State Street's favor on the remaining claims, to the extent

that State Street would have been entitled to assert a claim for contractual indemnity with respect to such costs against one or more Released Parties but for the provisions of Paragraph 14 hereof barring the assertion of Barred Claims against Released Parties. The ERISA Action has been concluded and fully and finally resolved with respect to all Barred Persons, including State Street (with respect to whom the Court entered its Final Judgment on March 18, 2009).

18. All counts asserted in the Delphi ERISA Action against the Settling Defendants or against any Released Party that at any time was a defendant in the Delphi ERISA Action are DISMISSED WITH PREJUDICE, without further order of the Court, pursuant to the terms of the Amended Stipulation, as modified by the Modification. In addition, upon this Order and Final Judgment becoming Final, the Named Plaintiffs and the members of the Class shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally and forever released, and are forever enjoined from prosecuting, any and all Settled Claims. However, in the event that the Settlement is terminated in accordance with the terms of the Amended Stipulation, as modified by the Modification, this Judgment shall be null and void and shall be vacated nunc pro tunc, and paragraph 20 of the Amended Stipulation, as modified by the Modification, shall govern the rights of the parties thereto.

19. There is no just reason for delay in the entry of this Order and Final Judgment, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this 20th day of November, 2009.

s/Gerald E. Rosen

GERALD E. ROSEN
CHIEF, UNITED STATES DISTRICT JUDGE