



U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline

Vehicle Owner's Questionnaire

To Report Vehicle Safety Defects

1-888-DASH-2-DOT

(1-888-327-4236)

INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received

21-APR-2008

Repository ☐

Reference No.
10225255

PM 12:42

OWNER INFORMATION (Type or Print)

Name

Address

City COOKVILLE

State TN

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner _____ Date ____/____/____

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

KL1TG56607E

Make

CHEVROLET

Model

AVEO

Model Year

2007

Date Purchased
29-JUN-07

Dealer's Name and Telephone Number
ED ROGERS 9318363157

Engine:

No: Cylinders 4

Fuel Type:

Gas

Original Owner
☒

Dealer's City
SPARTA

State
TN

Zip Code
38583

Transmission Type

☒ Antilock Brakes

Powertrain

FRONT WHEEL DRIVE

☒ Cruise Control

Vehicle Component Code

100000 POWER TRAIN

Multiple Failure: 4

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)
30-JUN-2007

Failure Mileage
56

Failure Speed
35

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☒ Yes ☐ No

Number of Persons Injured

0

Number of Deaths

0

Reported to Police

N

Narrative Description of Incident(S), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

TL*THE CONTACT OWNS A 2007 CHEVROLET AVEO. THE VEHICLE HAS BEEN FAILING EVER SINCE IT WAS PURCHASED. WHILE DRIVING BETWEEN 35-70 MPH, THE CONTACT SMELLS SOMETHING BURNING. THE CONTACT LEFT THE VEHICLE AT THE DEALER ON FOUR OCCASIONS FOR REPAIR, BUT NO WORK WAS EVER PERFORMED. THE ROAD CONDITIONS WERE DRY AND SUNNY AT THE TIME OF THE INCIDENT. OCCASIONALLY, WHILE DRIVING 40 MPH, THE VEHICLE WILL NOT SWITCH GEARS AND THE CRUISE CONTROL DOES NOT OPERATE PROPERLY. THE HEADLIGHTS TURN ON AND OFF WITHOUT THE VEHICLE TURNED ON. THE AUTOMATIC DOOR LOCKS NO LONGER WORK AND THE CONTACT HAS TO USE HER KEY TO ENTER THE VEHICLE. AFTER LOCKING THE DOORS, THEY SOMETIMES DO NOT OPEN FROM WITHIN THE PASSENGER COMPARTMENT. THE CONTACT CARRIES A HAMMER IN THE VEHICLE IN CASE SHE HAS TO BREAK THE WINDOWS TO ENTER THE VEHICLE. THE TRANSMISSION TYPE WAS UNKNOWN. THE CURRENT MILEAGE WAS 5,080 AND FAILURE MILEAGE WAS 56.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

US DEPT OF TRANSPORTATION
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
OFFICE OF DEFECTS INVESTIGATION, NVS-210
1200 NEW JERSEY AVE SE
WASHINGTON DC 20077-9832

To Whom It May Concern:

My name is [REDACTED] I am filing this complaint against the 2007 Chevrolet Aveo VIN:KL1TG56607 [REDACTED]; purchased from Edd Rogers Chevrolet in Sparta, TN; last year June 2007.

I have enclosed several pages of information regarding trying to get the Aveo repaired. Before I purchased the 2007 new Aveo I had a 2004 Chev. Aveo. I liked the 2004 Aveo so much that when I gave it to my daughter, there was no question in my mind that I wanted another Chev. Aveo---WRONG CHOICE

My daughter is very happy still with the 2004 Aveo.

It got to the point that I was so frightened that the 2007 Aveo would catch on fire that I started carrying a hammer with me to be able to break a window to exit the car in case of fire.

I did take the vehicle to another Chevrolet dealer to try for another repair, even though every time I thought the vehicle was repaired something else would go wrong. This would be Frontier Chevrolet in Livingston, TN. I did not have the vehicle repaired for the fifth or sixth time; instead I purchased A new Chevrolet HHR----- Very pleased with this vehicle it drives and handles perfectly. I can not afford the new vehicle, but, neither can I take chances with my life or anyone that rides in the vehicle with me.

I feel that the dealer I bought it from and the dealer that I tried to get to repair it actually owe me my new car, even though that's not likely to happen. Edd Rogers and Carlen Motors (repair Dealer) told me to go away and not ever to come back

I was contacted by General Motors Customer Service for a survey about how well Customer Service Acted on my behalf to get the Aveo repaired. Not a pleasant experience.

Thank you for your attention

2008-05-19



Attention: Document1 2007 Chevrolet Aveo

Information regarding a 2007 Chevrolet Aveo which both my husband [REDACTED] and I [REDACTED] owned. The VIN number is KL1TG566 [REDACTED]; this vehicle was purchased from Edd Rogers Chevrolet in Sparta TN. Unable to ever get an appointment for warranty service from the dealership where purchased it was taken to Carlen Motors in Cookeville TN for warranty work.

The car had a burning smell before I ever got home from the dealership where it was purchased. My husband took it back to Sparta the same day, but, since it was Saturday no one was in the repair shop. We were never able to get an appointment with the purchasing dealer; therefore we did arrange to have warranty work done in Cookeville with Carlen Motors.

Problems with the car were numerous; air bag lights stayed on door locks did not work could not turn cruise control on. Later other problems arose doors would unlock for no reason, doors would lock by themselves. trunk lid would pop open while being driven. driver side front door popped open while car was moving (enough so the roadway could be seen) car alarm went off if anyone walked by the vehicle, lights turned on and off by themselves. Transmission had a strange roaring sound also hard to up shift and down shift. Did not know if air bags were working or not (would they pop out for no reason ?) I was terrified of this vehicle.

The odometer would jump forward on its own from when it was parked and then re-started. It got to the point that the car was almost impossible to get unlocked from the outside (the auto door lock on the key had stopped working) the key had to be used. I always drive with the doors locked from the inside and sometimes I had to work hard to get the doors open so that I could get out. If the car caught on fire or if for some other reason the doors would not open I started carrying a hammer with me for my safety and I could break a window to get out. Horn would blow with no one in the car.

Took the Aveo to Livingston, TN to try and have more work done at Frontier Motors. After much thought and consideration we bought another vehicle-----a Chevrolet HHR Frontier Motors assured us they would not sell the Aveo-----it would be returned to the factory.

This has all been reported to General Motors at 866 790-5700 ext. 22390 spoke to someone in Argentina named "Cindy" also in Argentina earlier spoke to a person named "Andy Watson" I have two different case numbers 1. [REDACTED]

At this point my husband and I feel very violated and unfairly treated.

[REDACTED] 2008-05-13



330 W. SPRING STREET • COOKEVILLE, TENNESSEE 38501

Phone: (931) 526-2163

Fax: (931) 520-0134



CUSTOMER NO.	ADVISOR MICHAEL LECKENBY 732	TAG NO.	INVOICE DATE 09/13/07	INVOICE NO.
	LABOR RATE 65.50	LICENSE NO.	COLOR 1	STOCK NO.
	YEAR / MAKE / MODEL 07/CHEVROLET/AVEO/4DR LT	MILEAGE 1619	DELIVERY DATE	DELIVERY MILES
COOKEVILLE, TN	VEHICLE I.D. NO. KL1TG56607B		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	F.T.E. NO.	P.O. NO.	R.O. DATE 09/13/07	MO: 1619
BUSINESS PHONE	COMMENTS			

JOB# 1 CHARGES

LABOR

J# 1 51CVZ

BODY ELECTRICAL HOURS: TECH(S): 340
AIR BAG LIGHT ON--WHEN THIS HAPPENS DOOR LOCKS INOP AND
HORN INOP
PARTS HAVE BEEN SPECIAL ORDERED FOR YOUR VEHICLE.

0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL

0.00

RECOMMENDATIONS

TEST DROVE TRANS COLD AND WARM--CK STICK COLD AND WARM
FULL ALL TIMES CK:D ----TRANS DID NOT PRESENT ANY SHIFT
CONCERNS

TOTALS

A ENVIRONMENTAL AND SHOP SUPPLY CHARGE WILL BE ADDED TO
ALL REPAIR ORDERS. THIS IS USED TO REMOVE ITEMS SUCH AS
(BUT NOT LIMITED TO) USED OIL, USED OIL FILTERS, ANY
MAINTENANCE ITEMS, USED FILTERS, TRANSMISSION FLUIDS, GEAR
OIL, GREASE, ANY PETROLEUM PRODUCTS, ANTIFREEZE, BRAKE
FLUIDS, ANY CHEMICALS USED TO REPAIR/SERVICE YOUR VEHICLE.

TOTAL LABOR.....	0.00
TOTAL PARTS.....	0.00
TOTAL SUBLET.....	0.00
TOTAL G.O.G.....	0.00
TOTAL MISC CHG.....	0.00
TOTAL MISC DISC.....	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!!
ASK ABOUT OUR OIL CHANGE SPECIALS

CUSTOMER SIGNATURE

DUPLICATE INVOICE



330 W. SPRING STREET • COOKEVILLE, TENNESSEE 38501

Phone: (931) 526-2163

Fax: (931) 520-0194



CUSTOMER NO.	ADVISOR KEVIN SPECK	402	TAG NO.	INVOICE DATE 09/24/07	INVOICE NO.
	LABOR RATE 64.50	LICENSE NO.	MILEAGE 1704	COLOR	STOCK NO.
	YEAR / MAKE / MODEL 07/CHEVROLET/AVEO/4DR LT			DELIVERY DATE	DELIVERY MILES
COOKEVILLE, TN	VEHICLE I.D. NO. KL1TG56607B			SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	F.T.E. NO.	P.O. NO.		R.O. DATE 09/19/07	MO: 1704
	COMMENTS				

JOB# 1 CHARGES

LABOR

J# 1 51CVZ

BODY ELECTRICAL HOURS: 0.90 TECH(S): 340
SPO AIR B.G COIL AIR BAG LIGHT ON
SIR COIL FAULTY MAKING AIR BAG LIGHT STAY ON
WAITED SEVERAL DAYS SENT WRONG SIR BOXED INCORRECT
REPLACED SIR COIL FOR AIR BAG

WARRANTY

PARTS

QTY

FP NUMBER

96815135

DESCRIPTION

COIL 14.865

UNIT PRICE

TOTAL - PARTS

WARRANTY
0.00

JOB# 1 TOTALS

TOTALS

JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL

0.00

A ENVIRONMENTAL AND SHOP SUPPLY CHARGE WILL BE ADDED TO ALL REPAIR ORDERS. THIS IS USED TO REMOVE ITEMS SUCH AS (BUT NOT LIMITED TO) USED OIL, USED OIL FILTERS, ANY MAINTENANCE ITEMS, USED FILTERS, TRANSMISSION FLUIDS, GEAR OIL, GREASE, ANY PETROLEUM PRODUCTS, ANTIFREEZE, BRAKE FLUIDS, ANY CHEMICALS USED TO REPAIR/SERVICE YOUR VEHICLE.

TOTAL LABOR 0.00
TOTAL PARTS 0.00
TOTAL SUBLET 0.00
TOTAL G.O.G. 0.00
TOTAL MISC CHG 0.00
TOTAL MISC DISC 0.00
TOTAL TAX 0.00
TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!
ASK ABOUT OUR OIL CHANGE SPECIALS

CUSTOMER SIGNATURE

IMPORTANT

YOU MAY RECEIVE A
CUSTOMER SATISFACTION SURVEY
FROM CHEVROLET IN THE NEXT
FEW WEEKS. IF, FOR ANY REASON YOU
CANNOT GRADE US

"COMPLETELY SATISFIED"
PLEASE CONTACT US IMMEDIATELY.
THANK YOU.

CARLEN CHEVROLET
MIKE LECKENBY
(931) 526-2165



330 W. SPRING STREET • COOKEVILLE, TENNESSEE 38501
Phone: (931) 526-1111

Phone: (931) 526-2163

Fax: (931) 520-0194

CUSTOMER NO. [REDACTED]		ADVISOR MICHAEL LECKENBY 732		TAG NO.		INVOICE DATE 09/13/07		INVOICE NO. [REDACTED]	
[REDACTED]		LABOR RATE 64.50		LICENSE NO.		MILEAGE 1619		COLOR 1	
[REDACTED]		YEAR / MAKE / MODEL 07/CHEVROLET/AVEO/4DR LT		VEHICLE I.D. NO. KL1TG56607B		DELIVERY DATE		DELIVERY MILES	
COOKEVILLE, TN [REDACTED]		F.T.E. NO.		P.O. NO.		SELLING DEALER NO.		PRODUCTION DATE	
RESIDENCE [REDACTED]		BUSINESS [REDACTED]		COMMENTS		R.O. DATE 09/13/07		MO: 1619	
JOB# 1 CHARGES									

JOB# 1 CHARGES

LABOR-
J# 1 51CVZ

AIR BAG BODY ELECTRICAL
HORN INOP LIGHT ON-- WHEN THIS HAPPENS DOOR TECH(S) 340
PARTS HAVE BEEN SPECIAL ORDERED LOCKS INOP AND

0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL

0.00

RECOMMENDATIONS

TEST DROVE TRANS COLD AND WARM. CK STICK COLD AND WARM
FULL ALL TIMES CK'D TRANS DID NOT PRESENT ANY SHIF
CONCERNS

TOTALS

A ENVIRONMENTAL AND SHOP SUPPLY CHARGE WILL BE ADDED TO ALL REPAIR ORDERS. THIS IS USED TO REMOVE ITEMS SUCH AS (BUT NOT LIMITED TO) USED OIL, USED OIL FILTERS, ANY MAINTENANCE ITEMS, USED FILTERS, TRANSMISSION FLUIDS, GEAR OIL, GREASE, ANY PETROLEUM PRODUCTS, ANTIFREEZE, BRAKE FLUIDS, ANY CHEMICALS USED TO REPAIR/SERVICE YOUR VEHICLE.

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G:O:G	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!!
ASK ABOUT OUR OIL CHANGE SPECIALS

CUSTOMER SIGNATURE

Goodwrench

ACDelco



330 W. SPRING STREET • COOKEVILLE, TENNESSEE 38501

Phone: (931) 526-2163

Fax: (931) 520-0194

CUSTOMER NO.	ADVISOR MICHAEL LECKENBY 732	TAG NO.	INVOICE DATE 03/07/08	INVOICE NO.
	LABOR RATE 65.50	LICENSE NO.	COLOR 1	STOCK NO.
	YEAR / MAKE / MODEL 07/CHEVROLET/AVEO/4DR LT	MILEAGE 4523	DELIVERY DATE	DELIVERY MILES
COOKEVILLE, TN	VEHICLE I.D. NO. KL1TG56607B		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 03/04/08	MO: 4528
BUSINESS PHONE	COMMENTS			

JOB# 1 CHARGES

LABOR

J# 1 51CVZ

BODY ELECTRICAL HOURS: 0.80 TECH(S): 475
TEST DRIVE CAR - DOWN HWY SPEEDS - STATES DOOR UNLOCK ON
THEIR OWN AFTER BEING LOCKED - TRUNKS POP OPEN WHEN DRIVES
2034413 DOC ALARM ACTIVATES - TRUNK OPENS - DOORS RE LOCKS
08-93 ORDERED NEW STYLE DOOR LOCK RECEIVER
--REPLACED DOOR LOCK RECEIVER AND SET UP 1 EXISTING REMOTE

WARRANTY

PARTS-----QT#-----FP-NUMBER-----
1 96870323

DESCRIPTION
RECEIVER 10.485

UNIT PRICE

TOTAL - PARTS

WARRANTY
0.00

JOB# 1 TOTALS

JOB# 2 CHARGES

LABOR

J# 2 85CVZ

ACCESSORIES HOURS: TECH(S): 475
CAR ALARM-GOES OFF WHEN SOMEONE WALKS BY IT??-AND GOES
OFF-- WITH OR WITHOUT KEY IN THE IGN.
SEE LINE 1
DOOR LOCK-ALRM RECEIVER MODULE REPLACED

0.00

JOB# 2 TOTALS

JOB# 3 CHARGES

LABOR

J# 3 30CVZ01

AUTO TRANS CONCERN HOURS: TECH(S): 475
STATES TRANS ROAR-SHIFT CONCERN- SOMETIMES
DROVE PRIOR TO BRINGING IT IN SHOP
AND AFTER REPAIR - CANNOT DUPLICATE CONCERN
NO-PROBLEM FOUND

0.00

JOB# 3 TOTALS

JOB# 4 CHARGES

LABOR

J# 4+98CVZ

BODY MECHANICAL HOURS: TECH(S): 475
CUSTOMER ADDED DRIVERS DOOR POPS OPEN AT INTERSTATE SPEEDS
AND CAN SEE THE GROUND
TEST DROVE 2 TIMES FOR COMPLAINT OF DOOR COMING OPEN
DROVE 140 COOKEVILLE TO BAXTER EXIT AND BACK
NO PROBLEM FOUND--DOOR LATCH IS MECHANICAL-NOT ELECT
ACTUATED--CANNOT DUPLICATE THIS CONCERN

WARRANTY

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX CVCS JOB# 4 TOTAL

0.00



330 W. SPRING STREET • COOKEVILLE, TENNESSEE 38501

Phone: (931) 526-2163

Fax: (931) 520-0194



CUSTOMER NO. [REDACTED]		ADVISOR MICHAEL LECKENBY 732		TAG NO.		INVOICE DATE 03/07/08		INVOICE NO. CVCS68821	
[REDACTED]		LABOR RATE 65.50		LICENSE NO.		MILEAGE 4523		COLOR 1	
[REDACTED]		YEAR / MAKE / MODEL 07/CHEVROLET/AVEO/4DR LT		[REDACTED]		DELIVERY DATE		DELIVERY MILES	
COOKEVILLE, TN [REDACTED]		VEHICLE I.D. NO. KL1TG56607B		[REDACTED]		SELLING DEALER NO.		PRODUCTION DATE	
[REDACTED]		F.T.E. NO.		P.O. NO.		R.O. DATE 03/04/08		MO: 4528	
[REDACTED]		BUSINESS PHONE		COMMENTS		[REDACTED]		[REDACTED]	

TOTALS-----

A ENVIRONMENTAL AND SHOP SUPPLY CHARGE WILL BE ADDED TO ALL REPAIR ORDERS. THIS IS USED TO REMOVE ITEMS SUCH AS (BUT NOT LIMITED TO) USED OIL, USED OIL FILTERS, ANY MAINTENANCE ITEMS, USED FILTERS, TRANSMISSION FLUIDS, GEAR OIL, GREASE, ANY PETROLEUM PRODUCTS, ANTIFREEZE, BRAKE FLUIDS, ANY CHEMICALS USED TO REPAIR/SERVICE YOUR VEHICLE.

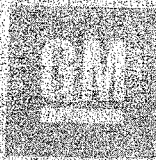
TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG....	0.00
TOTAL MISC DISC....	0.00
TOTAL TAX....	0.00

TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!!
ASK ABOUT OUR OIL CHANGE SPECIALS

CUSTOMER SIGNATURE

CHEVROLET



Goodwrench

ACDelco

4/14/2008 8:29:55 PM

INFORMATION IN REFERENCE TO 2007 CHEV. AVEO
VIN:KLITG56607B [REDACTED] REPAIRS BY CARLEN CHEVEROLET
ON COOKEVILLE TN.

FIRST TIME TAKEN TO CARLEN CHEV FOR WARRANTY
REPAIR WAS 09/13/2007 MILEAGE WAS 1,619 MILES AIR
BAG LIGHTS ON THE DOOR LOCKS DID NOT WORK AND
THE HORN WOULD NOT WORK ALSO CRUISE CONTROL
COULD NOT BE TURNED ON GOT THE CAR BACK THAT
DAY SUPPOSEDLY IT WAS REPAIRED.

ON 03/07/2008 MILAGE 4,523 THE AVEO WAS TAKEN BACK
TO CARLEN MOTORS FOR REPAIR DUE TO NUMEROUS
CONCERNS 1. DOORS UNLOCK FOR NO REASON WITH NO-
ONE WITH A KEY BEING AROUND 2. DOORS LOCK BY
THEMSELVES NO-ONE AROUND. 3. TRUNK LID POPS OPEN
WHEN BEING DRIVEN ALONG THE ROADWAY. 4. DOOR
ON DRIVER-SIDE POPS OPEN WHILE BEING DRIVEN
ALONG THE ROADWAY. 5. CAR ALARM GOES OFF WHEN
ANYONE WALKS BY. 6. CAR ALARM GOES OFF FOR NO
REASON AND THE LIGHTS GO ON AND OFF. 7. TRANSMISSION MAKES KIND OF ROARING NOISE AND
IT IS HARD TO GET AN UP SHIFT OR DOWN SHIFT AT
TIMES. 8. ARE THE AIR BAGS WORKING OR NOT? COULD
THEY JUST POP OUT BY THEMSELVES; WITH OR WITHOUT
CONTACT WITH ANOTHER VEHICLE OR ANYTHING
INANIMATE. 9. STILL QUESTIONS ABOUT CRUISE CONTROL.
AVEO WAS KEPT AT CARLEN MOTORS FOR SEVERAL DAYS
AND EVERYING EVENING WHEN I GOT OFF WORK I
WOULD GO BE AND CHECK ON THE CAR. IT WAS ALWAYS
PARKED IN EXACTLY THE SAME SPOT LIKE IT HAD NEVER
BEEN MOVED. CARLEN MOTORS REFUSES TO TRY AND
SERVICE THE CAR AGAIN FOR OTH PROBLEMS AND SOME
OF THE SAME ONES.

APRIL 14, 2008

1. THE ODOMETER JUMPS SEVERAL MILES AHEAD FROM
SOMETIMES FROM STOPPING AT NIGHT AND
STARTING THE CAR THE NEXT MORNING. 2. AT
TIMES IT IS HARD TO GET THE CAR UNLOCKED
SINCE THE AUTOMATIC DOORLOCK NO LONGER
WORKS AND IT HAS TO BE OPENED WITH A KEY. 3.
IT IS HARD AT TIMES TO OPEN THE DOORS FROM

INSIDE SINCE I DO DRIVE WITH MY DOOR LOCKS ON FOR SAFETY SAKE; I AM NOT SURE IF THE CAR CAUGHT ON FIRE THAT I WOULD BE ABLE TO GET OUT SAFELY-----WHICH IS WHY I NOW CARRY A HAMMER WITH ME TO BE ABLE TO BREAK A WINDOW TO GET SAFELY OUT. 4. HORN DOES BLOW ON ITS OWN SOMETIMES; ALSO DOORS WILL STILL LOCK AND UNLOCK UNAIDED. VERY STRANGE AND SCARY AND IS ALSO SOMETHING THAT HAS NOT BEEN ADDRESSED AS YET. TRYING TO TAKE TO LIVINSTON .TN AND TRY GET SOME ADDITIONAL WORK DONE. THE CASE NUMBER FOR THIS VEHICLE AS REPORTED TO GENERAL MOTORS EARLIER IS [REDACTED] OR [REDACTED] THE CASE WORKER SAYS HER NAME IS CINDY @ 1(866)790-5700 EXT: 22390 WE HOPE TO GET THIS SITUATION TAKEN CARE OF AS QUICKLY AS POSSIBLE. 04/14/2008 20:30 CDT

Comp.

#

10225255

From: GM Customer Satisfaction
(GM_CustomerSatisfaction.W0TH05123F4ED28D7C1C7357650420@email.gm.com)
To: [REDACTED]
Date: Friday, March 21, 2008 12:10:09 PM
Subject: About your recent Chevrolet service visit



Service Satisfaction Survey



Dear [REDACTED]

Our records indicate that you had your **2007 Aveo** serviced at **Carlen Motors Inc on March 04, 2008**. Our goal is for you to be completely satisfied. Please take a few minutes to complete this questionnaire about our Dealer's personnel and services by visiting www.gmdealershipsurvey.com?userid=021810154795&password=7734 and entering your personal **User ID:** [REDACTED] and **Password:** [REDACTED]

Your timely response is very important to us and will be used to direct the continued efforts toward meeting the highest expectations of our customers. For information on GM's privacy statement, please visit our website at www.gm.com/privacy or call 1-866-MYPRIVACY (1-866-697-7482).

Thank you for having your vehicle serviced at Carlen Motors Inc.

Sincerely,

Scott Lawson, General Director
Customer and Relationship Services

The content of this email is private and meant for use only by the recipient. Please do not forward this email to others, or disclose the log-in and password information contained within.

From: GM Customer Satisfaction
(GM_CustomerSatisfaction.W0TH05123F3EF28D7C1C735177D110@email.gm.com)
To: [REDACTED]
Date: Friday, March 28, 2008 11:10:36 AM
Subject: About your recent Chevrolet service visit



Service Satisfaction Survey



Dear [REDACTED]

Last week, we emailed you an invitation to complete an online questionnaire concerning your experience during a recent service visit to Carlen Motors Inc. If you have not had a chance to do so, please take a few minutes to complete this questionnaire about our Dealer's facilities and personnel by visiting www.gmdealershipsurvey.com?userid=021810154795&password=7734 and entering your personal **User ID:** [REDACTED] and **Password:** [REDACTED]

Your response is important to us, and we appreciate your feedback.

Sincerely,

Scott Lawson, General Director
Customer and Relationship Services

The content of this email is private and meant for use only by the recipient. Please do not forward this email to others, or disclose the log-in and password information contained within.

55-24-202. Nonconforming vehicles - Reports - Repairs.

If a new motor vehicle does not conform to all applicable express warranties and the consumer reports the nonconformity, defect or condition to the manufacturer, its agent or its authorized dealer during the term of protection, the manufacturer, its agent or its authorized dealer shall correct the nonconformity, defect or condition at no charge to the consumer, notwithstanding the fact that such repairs are made after the expiration of such term. Any corrections or attempted corrections undertaken by an authorized dealer under the provisions of this section shall be treated as warranty work and billed by the dealer to the manufacturer in the same manner as other work under warranty is billed.

History

[Acts 1986, ch. 857, § 2.]

55-24-203. Replacement or repair of vehicles - Refunds - Refinancing agreements - Defenses.

(a) The manufacturer must replace the motor vehicle with a comparable motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price if:

(1) The nonconformity, defect or condition substantially impairs the motor vehicle; and

(2) The manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any applicable express warranty after a reasonable number of attempts.

(3) "Full purchase price" means the actual cost paid by the consumer, including all collateral charges, less a reasonable allowance for use; and

(4) (A) "Reasonable allowance for use" means that amount directly attributable to use by a consumer prior to such consumer's first report of the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the vehicle is not out of service by reason of repair, plus a reasonable amount for any damage not attributable to normal wear.

(B) A reasonable allowance for use shall not exceed one half (1/2) of the amount allowed per mile by the internal revenue service, as provided by regulation, revenue procedure or revenue ruling promulgated pursuant to § 162 of the Internal Revenue Code, for use of a personal vehicle for business purposes, plus an amount to account for any loss to the fair market value of the vehicle resulting from damage beyond normal wear and tear, unless the damage resulted from nonconformity to an express warranty.

(c) Refunds shall be made to the consumer, and lienholder, if any, as their interests appear. The provisions of this section shall not affect the interests of a lienholder; unless the lienholder consents to the replacement of the lien with a corresponding lien on the vehicle accepted by the consumer in exchange for the vehicle having a nonconformity, the

lienholder shall be paid in full the amount due on the lien, including interest and other charges, before an exchange of automobiles or a refund to the consumer is made.

(d) In instances where a vehicle which was financed by the manufacturer or its subsidiary or agent is replaced under the provisions of this section, the manufacturer, subsidiary or agent shall not require the consumer to enter into any refinancing agreement which would create any financial obligations upon such consumer beyond those imposed by the original financing agreement.

(e) It shall be an affirmative defense to any claim under this part:

(1) That an alleged nonconformity does not substantially impair a motor vehicle; or

(2) That a nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of a motor vehicle by a consumer.

History

[Acts 1986, ch. 857, § 3.]

55-24-204. Leased vehicles - Refunds.

(a) In the case of a leased vehicle, refunds will be made to the lessor and lessee as follows: The lessee will receive the lessee cost and the lessor will receive the lease price less the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle.

(b) For purposes of this section:

(1) "Lease price" means the aggregate of:

(A) Lessor's actual purchase cost;

(B) Freight, if applicable;

(C) Accessories, if applicable;

(D) Any fee paid to another to obtain the lease; and

(E) An amount equal to five percent (5%) of subdivision (b) (1);

(2) "Lessee cost" means the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle less service fees; and

(3) "Service fees" means the portion of a lease payment attributable to:

(A) An amount for earned interest calculated on the rental payments previously paid to the lessor for the leased vehicle at an annual rate equal to two (2) points above the prime rate in effect on the date of the execution of the lease; and

(B) Any insurance or other costs expended by the lessor for

the benefit of the lessee.

History

[Acts 1986, ch. 857, § 4.]

55-24-205. Presumptions - Term of protection - Notice to manufacturer.

(a) It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if:

(1) The same nonconformity has been subject to repair four (4) or more times by the manufacturer or its agents or authorized dealers, but such nonconformity continues to exist; or

(2) The vehicle is out of service by reason of repair for a cumulative total of thirty (30) or more calendar days during the term of protection.

(b) The term of protection and such thirty-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

(c) It shall be the responsibility of the consumer, or the representative of the consumer, prior to proceeding under the provisions of § 55-24-203, to give written notification by certified mail directly to the manufacturer of the need for the correction or repair of the nonconformity. If the address of the manufacturer is not readily available to the consumer in the owner's manual or manufacturer's warranty received by the consumer at the time of purchase of the motor vehicle, such written notification shall be mailed to an authorized dealer. The authorized dealer shall upon receipt forward such notification to the manufacturer. If, at the time such notice is given, either of the conditions set forth in subsection (a) already exists, the manufacturer shall be given an additional opportunity after receipt of the notification, not to exceed ten (10) days, to correct or repair the nonconformity.

History

[Acts 1986, ch. 857, § 5.]

55-24-206. Informal dispute settlement procedure.

(a) If a manufacturer has established or participates in an informal dispute settlement procedure which complies with the provisions of Title 16, Code of Federal Regulations, Part 703, as those provisions read on November 3, 1983, and of this part, and causes the consumer to be notified of the procedure, the provisions of § 55-24-203 concerning refunds or replacement shall not apply to any consumer who has not first resorted to such procedure. The attorney general and reporter shall, upon application, issue a determination whether an informal dispute resolution mechanism qualifies under this section.

(b) (1) The informal dispute settlement panel shall

determine whether the motor vehicle does or does not conform to all applicable express warranties.

(2) If the motor vehicle does not conform to all applicable express warranties, the informal dispute settlement panel shall then determine whether the nonconformity substantially impairs the motor vehicle.

(3) If the nonconformity does substantially impair the motor vehicle, the informal dispute settlement panel shall then determine, in accordance with this part, whether a reasonable number of attempts have been made to correct the nonconformity.

(4) If a reasonable number of attempts have been made to correct the nonconformity, the informal dispute settlement panel shall determine whether the manufacturer has been given an opportunity to repair the motor vehicle as provided in § 55-24-202.

(5) If the manufacturer has been given an opportunity to repair the motor vehicle as provided in § 55-24-202, the panel shall find that the consumer is entitled to refund or replacement as provided in § 55-24-203(a).

(6) The informal dispute settlement panel shall determine the amount of collateral charges, where appropriate.

History

[Acts 1986, ch. 857, § 6.]

55-24-207. Statute of limitations.

(a) Any action brought under this part shall be commenced within six (6) months following:

(1) Expiration of the express warranty term; or

(2) One (1) year following the date of original delivery of the motor vehicle to a consumer, whichever is the later date.

(b) The statute of limitations shall be tolled for the period beginning on the date when the consumer submits a dispute to an informal dispute settlement procedure as provided in § 55-24-206 and ending on the date of its decision or the date before which the manufacturer, its agent or its authorized dealer is required by the decision to fulfill its terms, whichever comes later.

History

[Acts 1986, ch. 857, § 7.]

55-24-208. Recovery of costs and expenses - Attorneys' fees.

If a consumer finally prevails in any action brought under this part, such consumer may be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended, determined

by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action.

History

[Acts 1986, ch. 857, § 8.]

55-24-209. Copy of repair order to consumer.

A manufacturer, its agent or authorized dealer shall provide to the consumer, each time the consumer's vehicle is returned from being serviced or repaired, a copy of the repair order indicating all work performed on the vehicle, including, but not limited to, parts and labor provided without cost or at reduced cost because of shop or manufacturer's warranty, the date the vehicle was submitted for repair, the date it was returned to the consumer, and the odometer reading.

History

[Acts 1986, ch. 857, § 9.]

55-24-210. Election of remedies.

(a) Nothing in this part shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

(b) In no event shall a consumer who has resorted to an informal dispute settlement procedure be precluded from seeking the rights or remedies available by law. However, if the consumer elects to pursue any other remedy in state or federal court, the remedy available under this part shall not be available insofar as it would result in recovery in excess of the recovery authorized by § 55-24-203 without proof of fault resulting in damages in excess of such recovery.

(c) Any agreement entered into by a consumer for, or in connection with, the purchase or lease of a new motor vehicle which waives, limits or disclaims the rights set forth in this part shall be void as contrary to public policy. These rights shall inure to a subsequent transferee of such motor vehicle.

History

[Acts 1986, ch. 857, § 10.]

55-24-211. Commencing actions against sellers or lessors.

No action shall be commenced or maintained under the provisions of this part against the seller or lessor of a motor vehicle unless the seller or lessor is also the manufacturer, or unless the manufacturer of the motor vehicle is not subject to service of process in the state of Tennessee, or service cannot be secured by the long-arm statutes of Tennessee, or unless the manufacturer has been judicially declared insolvent.

History



September 19, 2007

LEMON LAW CASE REVIEW

Disclaimer

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[Acts 1986, ch. 857, § 12.]

55-24-212. Manufacturer's warranty - Disclosure to purchaser.

Any business entity which purchases a fleet of new motor vehicles, titles such motor vehicles in the business entity's name and sells such vehicles to an individual purchaser shall disclose in writing any remaining manufacturer's warranty on such motor vehicles to such purchaser.

History

[Acts 1994, ch. 672, § 1.]

Magnuson-Moss Warranty-Federal Trade Commission ACT [Top]

The Magnuson-Moss Warranty Act is a federal Law that protects the buyer of any product which costs more than \$25 and comes with an express written warranty. This law applies to any product that you buy that does not perform as it should.

The Magnuson-Moss Act is a federal law giving consumers considerable rights in dealing with manufacturers and car-dealers of lemon automobiles. This law guarantees a car buyer that certain minimum requirements of warranties must be met, and provides for disclosure of warranties before purchase.

Regarding "lemon cars", this law greatly affects the rights of car buyers. For any product which has a written warranty, if any part of the product, or the product itself is considered defective, the warrantor must permit the buyer the choice of either a refund or replacement of the product.

We have argued successfully to juries that the lemon manufacturers and car-dealers should be given three (3) attempts to fix the defect. Continued attempts to repair beyond the initial three (3) should not be allowed. We call this the "three strikes and you're out" principle.

A consumer may pursue legal action in any court of general jurisdiction in the United States to enforce his rights under the Magnuson-Moss Act. Attorney's fees based on actual time spent will be covered if the consumer prevails.

Due to this particular condition, there is quite a bit of financial pressure on the manufacturer to settle consumer disputes before going to court, as this would keep their expenses down.

UNIFORM COMMERCIAL CODE [Top]

TARR BABY-The Uniform Commercial Code or UCC has been enacted in all 50 states and some of the territories of the United States. It is the primary source of law in all contracts dealing with the sale of products. The "TARR" refers to Tender, Acceptance, Rejection, Revocation and applies to different aspects of the consumer's "relationship" with the purchased goods.

TENDER-The tender provisions of the Uniform Commercial Code contained in Section 2-601 provide that the buyer is entitled to reject any goods that fail in any respect to conform to the contract. Unfortunately, new cars are often technically complex and their innermost workings are beyond the understanding of the average new car buyer. The buyer, therefore, does not know whether the goods are non-conforming.

ACCEPTANCE-The new car buyer accepts the goods believing and expecting that the manufacturer will repair any problem he has with the goods under the warranty.

REJECTION-The new car buyer may discover a problem with the vehicle within the first few miles of his purchase. This would allow the new car buyer to reject the goods. If the new car buyer discovers a defect in the car within a reasonable time of inspecting the vehicle, he may reject the vehicle. This period is not defined. On the one hand, the buyer must be given a reasonable time to inspect and that reasonable time to inspect will be held as an acceptance of the vehicle. The courts will decide this reasonable time to inspect based on the knowledge and experience of the buyer, the difficulty in discovering the defect, and the opportunity to discover the defect.

REVOCATION- What happens when the consumer has used the new car for a lengthy period of time? This is the typical lemon car case. The UCC provides that a buyer may revoke his acceptance of goods whose non-conformity substantially impairs the value of the goods to him when he has accepted the goods without discovery of a non-conformity because it was difficult to discover or if he was assured that non-conformities would be repaired. Of course, the average new car buyer does not learn of the non-conformity until hundreds of thousands of miles later. And because quality is job one, and manufacturers are competing on the basis of their warranties, the consumer is always assured that any non-conformities he does discover will be remedied.

Note: The author of the sections on the Magnuson-Moss Warranty Act and the Uniform Commercial Code is T. Michael Flynn of www.defect.com.