

OCT 28 2010

October 28, 2010

U.S. Department
Of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation Enforcement
1200 New Jersey Avenue SE.
Washington, DC 20590

REF NO. 10348792 RECALL – NVS-216PM


Dear Chief Randy Reid:

In my previously letter dated October 20, 2010 I attached my two recalls forms from Thomas Cadillac. I also submitted my lemon law application in a timely fashion also. I know you did not request this information and I do not want to assume that someone sent you my Lemon Law plea. Therefore I have attached this information for your further review.

I realize that people are disregarding/withholding/blocking/stopping my information for no known purpose. Therefore I am taking the initiative to submit my lemon law form to you by mail and I was told by the USPS mail police security that this information should and will reach you without any investigation of my inside confidential material to you.

I seem to try and rush and send the information that I have to you as soon as possible. However I know now since you have assigned me a reference recall number that I have an ample amount of time to resubmit the same document to you for your final resolution with no target date specified by the NHTSA. I understand that the documents are necessary for your final resolution in my favor. I further understand that since so much negative has happened within and outside of the USA with the dated computer problems that I do not need to rush but I do not want any thing to sabotage my final gain of what was taken from me and those who have taken my kindness for granted.

I will await your resolution decision - NHTSA *****3rd Submittal. Again Thanks.



Enclosures: Completed Lemon Law Application from 2009

MC
112910
TGW

For office use only:

Request for Arbitration

Case number: _____
Received: _____
Completed: _____

Owner (s) Information

Name of purchaser (s) _____
Street address _____
City: Bloomfield State: CT Zip code _____
Telephone: (indicate name if more than one purchaser) cell
Home _____ Work: _____

Vehicle information:

Year: 2008 Make / Manufacturer: SUV-Cadillac Model: Escalade
Mileage at the time of purchase: 16,400 APPROX. Current miles: 17,684.00 APPROX.
Do you have an automatic or standard transmission: Automatic
Vehicle identification number: 1G4YFK63868R
Purchase date: August 2008 Delivery date: August 2008
Did you receive a manufacturer's rebate? 4 yr. Warranty If yes, what amount: 4 yr. TIRES
Selling dealer: Allstate Used Cars
Address: 2907 Old Lincoln Highway
City: Trevise State: PA Zip code: 19053
Are you the original purchaser? yes If no, name and address of the original purchaser (s) if known _____

If the vehicle is financed and you were to prepay your loan, what is the current payoff * balance of the loan? \$ 26,000.00 as of June 2009 (date).
(*This differs from the balance of the loan. This information is available from your lending institution.)

Complete only if the vehicle is leased. The Lemon Law allows the leasing company to participate in the arbitration procedure. You must notify the company by a certified or registered letter of your intent to file for an arbitration hearing **before** you submit the Request for Arbitration form to the Automobile Dispute Settlement Program. Include a **copy** of the postal receipt confirming the use of certified or registered mail.
N/A

Name of leasing dealer: _____
Address: _____
City: _____ State: _____ Zip code: _____

Name of leasing company: _____
Address: _____
City: _____ State: _____ Zip code: _____

On the following pages provide information regarding all repair attempts. List each repair attempt on a separate page. Begin with the first occurrence. Be sure to include all pertinent information such as problems you experienced with your vehicle, any towing charges, work performed, what the servicing dealer told you, ect. If known, give name and title of the person with whom you spoke. If you wrote to the dealer or the manufacturer, provide a copy of the correspondence.

Request for Arbitration

FIRST REPAIR: Thomas Cadillac
 FROM (Date): August 2008 TO (Date): November 2008
 Number of days the vehicle was in the shop for this service: None
 Repair Order Number: 26197 Mileage: 16,400.00 Approximately
 Servicing Dealer: Thomas Cadillac - Sue - Manager X 5037
 Street Address: 170 Western Street
 City: Hartford State: CT Zip Code: 0
 Was the repair covered by the terms of the manufacturer's new car warranty? Cover under warra.
 Amount you paid for this repair including a deductible, if any: None

Sue - mgr. 524-0000 - 860-466-8013 X 5037
 Describe the nature of the problem(s): Oil Change - Three month
 or 3,000.00 miles. Checked Computer Due
 to time eflation problem
 • Fire Hazard Recall - November 2008
 • 1st Order Charge November 2008
 • August 2008 - check computer
 problem malfunctions Due to
 tires malfunctions symbol kept
 appearing to put air in tires

Indicate the repair(s) performed including the name and title, if known, of any person performing the repairs. Indicate the business address of the person performing the repairs if different from the servicing dealership.

~~SAME NAME PART~~

I remain to have the computer
 malfunction problem and continue
 to contact Thomas Cadillac until
 they ~~left~~ the Western Street
 Location in Hartford, CT 06120
 to no avail.

Request for Arbitration

SECOND REPAIR: MIDAS

FROM (Date): August 2008 TO (Date): 2008 - August

Number of days the vehicle was in the shop for this service: None

Repair Order Number: Mileage: 16,400.00 Approximately

Servicing Dealer: MIDAS - Paul Carlquist - Manager - 243-99

Street Address: TUDOXIS AVENUE

City: Bloomfield State: CT Zip Code: 06002

Was the repair covered by the terms of the manufacturer's new car warranty? Testing Emissions

Amount you paid for this repair including a deductible, if any: \$20.00, plus \$10.00 tire p

Describe the nature of the problem(s): emission Test and Computer problems check. Plug in Tire due to a screw half way in the tire. The checked and readjusted computer without my knowledge. To view car on Diagnostic Machine when Returned to

Indicate the repair(s) performed including the name and title, if known, of any person performing the repairs. Indicate the business address of the person performing the repairs if different from the servicing dealership.

Pick up vehicle

SAME above

Request for Arbitration

THIRD REPAIR: Firestone		
FROM (Date): 05/10/09 - May	TO (Date): 08/10/09 - August	
Number of days the vehicle was in the shop for this service: None - Repeat VISITS		
Repair Order Number: 321264	Mileage: 17,684.00 approx. mostly	
Servicing Dealer: Fire Stone - Brian - Manager - 243-8213		
Street Address: 371 Cottage Grove Road		
City: Bloomfield,	State: CT	Zip Code: 06002
Was the repair covered by the terms of the manufacturer's new car warranty? <u>paid</u> <u>No</u>		
Amount you paid for this repair including a deductible, if any \$ 195.00		

Describe the nature of the problem(s): Oil & Filter Change after three thousands miles or date on window of oil Change Due. They checked, and tamper with Computer, Flushing system. Tire Emblem stolen from vehicle while on their property. Replaced and charge me \$ 35.00, included above the price (cost) of \$195.00.

Indicate the repair(s) performed including the name and title, if known, of any person performing the repairs. Indicate the business address of the person performing the repairs if different from the servicing dealership.

- May 10, 2009 - First oil change
- 8/10/09 ~~Same above part~~ - 2nd oil change. Later After, picking up - Replacement stolen emblem.
- A Police Report is available. I called the Bloomfield Police Department in regards to customer service was not making the correct repairs they did what I did not want to happen. Flushing vehicle system and readjustment to computer.

Request for Arbitration

FOURTH REPAIR: GMAC - Stephen World of Wheels
FROM (Date): Approximately 8-25-09 TO (Date): Unknown
Number of days the vehicle was in the shop for this service: Unknown
Repair Order Number: NO Receipt Given Mileage: 17684, Approx. Unknown
Servicing Dealer: Tom Bernier - 860-584-7382 - 1800-479
Street Address: 1097 Farmington Avenue
City: Bristol State: CT Zip Code: 06010
Was the repair covered by the terms of the manufacturer's new car warranty? YES
Amount you paid for this repair including a deductible, if any: None

Describe the nature of the problem(s): Vehicle - white cloudy smoke, Fire, Friction, computer malfunctioning. Loud noise, the sound of straps, popping, rocky driving, total transition in driving on any kind of roads, Bumpy. Total unsafe. Engine Blew one gasket. Engine completed Damage, unsafe to drive - Cannot Repair.

Indicate the repair(s) performed including the name and title, if known, of any person performing the repairs. Indicate the business address of the person performing the repairs if different from the servicing dealership.

The Hartford Municipal Credit Union was suppose to make arrangement for the vehicle to be towed. Mr. Marco discussion with GMAC Bristol, Connecticut was not provided or discussed with me.

Request for Arbitration

ADDITIONAL REPAIRS: [REDACTED]

FROM (Date): August 21, 2009 APPROXIMATELY TO (Date): [REDACTED]

Number of days the vehicle was in the shop for this service: N.A.

Repair Order Number: N.A. Mileage: UNKNOWN

Servicing Dealer: OWNER - Remedied ADVISED BY Firestone

Street Address: [REDACTED]

City: Blainfield, State: CT Zip Code: [REDACTED]

Was the repair covered by the terms of the manufacturer's new car warranty? N.A.

Amount you paid for this repair including a deductible, if any: \$ 70.00

Describe the nature of the problem(s): Problems - Intinal Flushing of system - vehicle

Firestone flushed vehicle Advise from Firestone fluids.

Advise me to continue to put oil in the vehicle because there is a pin hole and the oil will continue to leak slowly. Discovered by Firestone They also advise me to keep a brown long sheet box under the vehicle for one week.

Indicate the repair(s) performed including the name and title, if known, of any person performing the repairs. Indicate the business address of the person performing the repairs if different from the servicing dealership.

LOSING OIL -> Total oil input was four to seven bottles - mobile 10W-40.

The computer still was malfunctioning. I put oil in my vehicle on two occasions and the first time it showed from 81.90 to 89%. Then it dropped back down the next day to 81.90. I put another batch of oil two to three days later. Now down to 74.90 when it up to 84.90 to red again.

Request for Arbitration

ADDITIONAL REPAIRS:		
FROM (Date):	TO (Date):	
Number of days the vehicle was in the shop for this service:		
Repair Order Number:	Mileage:	
Servicing Dealer:		
Street Address:		
City:	State:	Zip Code:
Was the repair covered by the terms of the manufacturer's new car warranty?		
Amount you paid for this repair including a deductible, if any:		

Describe the nature of the problem(s):

Indicate the repair(s) performed including the name and title, if known, of any person performing the repairs. Indicate the business address of the person performing the repairs if different from the servicing dealership.

Request for Arbitration

Answer the following questions.

1. What is the total number of days the vehicle was at the dealership by reason of repair during the first 24,000 miles or two (2) years, whichever occurred first? N.A.

2. What are the total number of days the vehicle was at the dealership by reason of repair from the purchase date to the present? N.A.

3. Are you currently driving the vehicle? N.A. If no, please explain.

GMAC - Bristol Labelled the vehicle as being total - Not For Sale - Not Drivable - Not Safe

4. Were you ever refused service of the vehicle by the dealer? NO If yes, explain.

N.A.

5. Has the vehicle ever been in an accident or sustained damage? Yes If yes, explain.

Minor - Police Report - Hartford 2008

Street Name - Collins and Asylum Avenue. Also reported to GEICO, just for General Practice - No need to indicate the date of the incident and include a copy of estimates, repair orders and the accident report.



Has the damage been repaired? Yes If yes, where and when was vehicle repaired? Hartford Auto Body - Body & Fender work - Paul Gordon Windsor, CT. Could not find Hartford Auto Body who claim they work on Cadillacs.

Were the repairs covered by the manufacturer's new car warranty? No - Paid out of pocket

6. What is the period of the new car warranty? (years / miles) Four years / 50,000.

Basic new car warranty: 4 years years / 50,000 miles

Power train warranty: 4 years years / 50,000 miles

Extended warranty: _____ years / _____ miles - Never took advantage. Three years left - Remain.

From whom was the extended warranty purchased?

I called and inquired and was advise to pickup Extended warranty after third year of

Include a copy of the extended warranty with your Request to Arbitrate.

the original warranty so that I may continue with an additional three more years.

Request for Arbitration

7. If required in the warranty or owners manual, you must send written notification to the manufacturer (**not the dealer**) at the address indicated in the warranty or owner's manual of your intent to file a complaint under lemon law. Please provide a copy of the letter sent to the manufacturer with your Request for Arbitration. Please include copies of all written correspondence.

Name (Title) and address of contact: OWNERS manual IN
Vehicle with Insurance papers (Geico),
Date of contact: Registration (DMV) and ON-STAR
Result of contact: Navigation CD.

8. Have you participated in any other arbitration or mediation program regarding this vehicle?

YES NO Did you accept the award? N.A.

If yes, provide a copy of the award.

9. Select one of the following types of hearings. (Refer to the Back to the Driver's Seat booklet for an explanation of oral and documentary hearings).

Oral Hearing. If possible, bring your vehicle to the scheduled hearing.

Documentary Hearing. If the arbitrators order an inspection of your vehicle, one will be scheduled after the hearing.

Hearings are scheduled approximately 60 to 90 days from the date your application is received. If you will not be able to attend a hearing on a specific date or dates within this timeframe, please indicate:

That my Lawyer & his Legal Team move
Forward in order to rap this case up ASAP

10. If you intend to be represented by an attorney, or a third party complete the following. All correspondence will be directed to the party representing you.

Attorney's Name Attorney Blumenthal / Legal Team
Street Address 165 Capital Avenue
City Hartford State CT Zip Code 06106
Telephone Number (810)

Third party's name N.A.
Street Address _____
City _____ State _____ Zip Code _____
Telephone Number () _____

11. The arbitration panel will ultimately determine a fair and equitable decision. Please select one of the following options to indicate what you believe would be a fair resolution.

A) ***REPLACEMENT** with an identical or comparable vehicle. Include information relative to factory or dealer installed options, design characteristics, or color choices that would be essential in any replacement vehicle. Please do not include items that are not on your current vehicle.

***POSSIBLY NOT APPLICABLE TO LEASED VEHICLES**

B) **REFUND** of the contract price. Note: Arbitrators may deduct an allowance for consumer's use of the vehicle. Indicate if applicable, why you feel you should not be assessed a mileage usage fee for the miles you were able to drive the vehicle. Finance charges are normally reimbursed only for the days the vehicle was in for repair. Explain if applicable, why you feel you should be reimbursed for any finance charges.

C) **OTHER**

Safety is my first Priority. I have researched and compared prices. I visited Mercedes and priced them at \$60,000 for a 2009 white Diamond with all the essentials amenities that I had with my previous vehicle. Low mileage is an necessity. I will be willing to pay for three years extensive warranty to the existing four year warranty. Heated & cooling seats a must. Please see the attached document this vehicle should be comparable - Load C-D - one star - power windows, GPS - Movie Capacity - Eight seats - Leather Perferred (1 wheel Drive - small amount - Automatic locks, e

12. **TO BE ELIGIBLE FOR AN AWARD,** there must be a **SUBSTANTIAL LOSS OF USE, SAFETY OR VALUE.** Explain how the substantial loss of use, safety or value of this vehicle has been impaired. Briefly, describe the current condition of the vehicle and list any **defects(s) that still exist.** Be prepared to prove your allegations at the time of the hearing.

GMAC - Bristol, CT. Name -
Lubel - declared the 2008 Cadillac
SUV Escalade total. Vehicle set on
fire. The vehicle smoked a 7 white
cloud substance. Enterprise just in
time, the car could have blown up
with me in it.

Request for Arbitration

13. List any additional reimbursements you are seeking. Indicate why you feel the panel should award the reimbursement. Examples include: towing charges, rental costs, options or modifications, costs or estimates regarding property or injury to a person, attorney's fees, cost of an extended warranty, out of pocket cost for warranty repairs including any deductible amounts you were required to pay, etc.

Item: <u>Transportation</u>	Item: <u>At the suggestion of</u>
Date: _____	Date: <u>My lawyers and me</u>
Cost: <u>\$368</u>	Cost: <u>agreeing to the</u>
Reason: <u>Enterprise car Rental</u>	Reason: <u>Final Results</u>

Item: <u>cost of oil</u>	Item: _____
Date: _____	Date: _____
Cost: <u>#</u>	Cost: _____
Reason: _____	Reason: _____

Item: <u>Fire Stone</u>	Item: _____
Date: _____	Date: _____
Cost: <u>\$ 195.00</u>	Cost: _____
Reason: <u>Service Never Requested</u>	Reason: _____

to provide - theft of Emblem
paid for.

Item: _____	Item: _____
Date: _____	Date: _____
Cost: _____	Cost: _____
Reason: _____	Reason: _____

Item: <u>Gas</u>	Item: _____
Date: _____	Date: _____
Cost: <u>#</u>	Cost: _____
Reason: <u>Gas Gauge Off track</u>	Reason: _____

Incorrect. Computer Malfunction.

Item: <u>Attorney's Fees</u>	Item: _____
Date: _____	Date: _____
Cost: <u>#</u>	Cost: _____
Reason: <u>No communication from</u>	Reason: _____

Financial Institution - HMGU.

Item: <u>Ruby M. Trapp</u>	Item: _____
Date: _____	Date: _____
Cost: <u>#</u>	Cost: _____
Reason: <u>Health - of me &</u>	Reason: _____

my child.

Request for Arbitration

14. Have you modified the vehicle in any way? Yes No (Do not include manufacturer covered options that were on your vehicle at the time of purchase.) If **YES**, complete the following. Include receipts and warranty information with the application.

Modification: X.N.A.

Facility where installed	
Work Order Number	Date of Installation
Warranty issued by dealer, manufacturer, other	
Cost:	Mileage:

Modification: N.A.

Facility where installed	
Work Order Number	Date of Installation
Warranty issued by dealer, manufacturer, other	
Cost:	Mileage:

Modification: X.N.A.

Facility where installed	
Work Order Number	Date of Installation
Warranty issued by dealer, manufacturer, other	
Cost:	Mileage:

15. List any routine maintenance performed on this vehicle (oil changes, tune-up, etc.). If you performed your own maintenance, you are still required to complete the list.

Type of maintenance	<u>Refill the best oil to the</u>		
Facility	<u>Vehicle.</u>		
Work order invoice number			
Date	Cost	Mileage	
<u>8/21/09</u>	<u>\$ 70.00</u>	<u>17,684.00</u>	

Type of maintenance	<u>Oil + track computer</u>		
Facility	<u>Malfunction:</u>		
Work order invoice number			
Date	Cost	Mileage	

Type of maintenance			
Facility			
Work order invoice number			
Date	Cost	Mileage	

THOMAS HARTFORD
170 WESTON
HARTFORD, CT 06108



on St. In Hartford's New North Meadows • www.thomascars.com
AC: 860-524-1000 PARTS: 860-524-0077 JAGUAR: 860-524-0000

Sale

11-11-08
Inv #: 000010
Approved: [Signature]
Entry Method: Seized
10:33:28
Part Code: 075088

CELL:

ADVISOR DAVID MICHAELS	99	TAG NO. W623	INVOICE DATE 11/11/08	INVOICE NO. CDCS1924
LABOR RATE	LICENSE NO.	MILEAGE 13,657	COLOR WHITE/	STOCK NO.
YEAR / MAKE / MODEL 08/CADILLAC TRUCK/ESCALADE/4 DOOR UT			DELIVERY DATE	DELIVERY MILES
VEHICLE I.D. NO. 1 G Y F K 6 3 8 6 8 R			SELLING DEALER NO.	PRODUCTION DATE
F.T.E. NO.		P.O. NO.	R.O. DATE 11/11/08	
COMMENTS				MO: 136

Customer Copy

VIEW TECH(S):112 WARRANTY
 PERFORM RECALL (REPLACE HARNESS)
 FACTORY REQUEST
 COMPLETED PER FACTORY GUIDELINES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	20773432	HARNESS 2.480		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

2 22CD2004 OIL & FILTER CHANGE TECH(S):112 14.04
 ENGINE OIL AND FILTER CHANGE INTERVAL
 DUE BY TIME AND/OR MILEAGE
 CHANGE ENGINE OIL AND OIL FILTER. RESET OIL LIFE MONITOR.
 LUBRICATE AND INSPECT FRONT SUSPENSION, DRIVE LINE, STEERING
 AND CONTACT POINTS. INSPECT DRIVE BELT(S), HOSES, CABLES,
 AND FLUID LEVELS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	12345616	MOTOR OIL 8.800	16.00	16.00
JOB # 2	1	89017524	FILTER 1.836	5.95	5.95
				JOB # 2 TOTAL PARTS	21.95
				JOB # 2 TOTAL LABOR & PARTS	35.99

MISC	CODE	DESCRIPTION	CONTROL NO	WARRANTY
JOB # A	HAZ2	SHOP SUPPLIES / HAZ WASTE REMOVAL		1.12
JOB # 2	HAZ1	SHOP SUPPLIES / HAZ WASTE REMOVAL		1.50
TOTAL - MISC				2.62

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$42.00 (+TAX)

COMMENTS
 WAITER

TECHNICIAN CERTIFICATION
 112 STEVE RADZIEWICZ ASE CERTIFIED

Mc

Dealer Business Forms-Newington, CT (860) 883-0609

Enterprise

TYPE OF VEHICLE:
RENTAL ADDRESS:

RENTAL TYPE	SOURCE #	I.D. #	RENTAL AGREEMENT NO. D
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RENTER

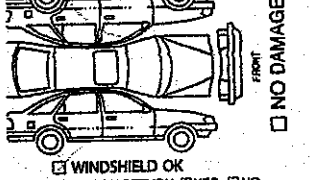
CHARGES IF DIFFERENT

ORIGINAL VEHICLE

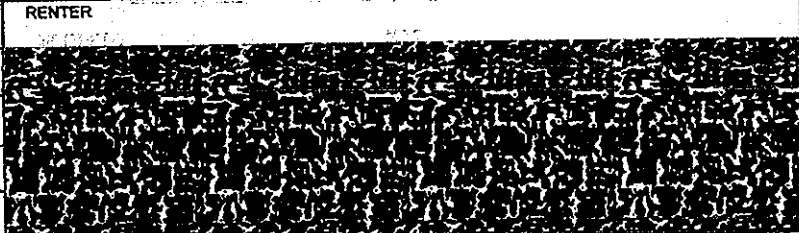
COLOR	LICENSE NO.
MODEL	ECAR#

MILE-AGE	IN	OUT
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NOV AND FUEL X LEVEL AGREED TO RENTER ROOF OK YES NO



IT	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F
	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F



BILL TO COMPANY

ATTN: _____ PHONE _____ EXT. _____

REFERENCE NUMBER: _____

ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL (REQUEST OWNER'S PERMISSION TO ALLOW)

WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE VEHICLE FOR ME AND ON MY BEHALF, I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE DRIVING, AND FOR FULFILLING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. AN AUTHORIZED DRIVER WILL AFFECT MY LIABILITY.

PERMISSION TO RENT IN THE FOLLOWING STATE(S):

OPTIONAL PRODUCTS NOTICE:
OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: DAMAGE WAIVER (DW); PERSONAL ACCIDENT INSURANCE (PAI); SIDE ASSISTANCE PROTECTION AND SUPPLEMENTAL LIABILITY PROTECTION (SLP); PERSONAL AUTOMOBILE LIABILITY INSURANCE (PAL); AND THEFT DAMAGE AND PERSONAL LIABILITY INCURRED WHILE USING A RENTAL VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. FOR A DETAILED DESCRIPTION OF THE PRODUCTS, INCLUDING BENEFITS, RESTRICTIONS AND EXCLUSIONS, PLEASE SEE PAGE 3 OF THIS RENTAL AGREEMENT. THEIR PURCHASE IS NOT REQUIRED TO RENT VEHICLE.

OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.

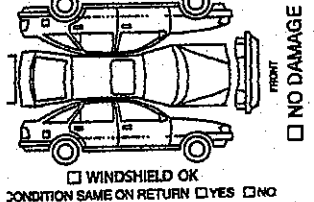
RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 2, PARAGRAPH 6. RENTER: X	RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 16. DAMAGE WAIVER IS NOT INSURANCE. RENTER: X
RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI). SEE PAGE 3, PARAGRAPH 9. RENTER: X	RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 18. RENTER: X
RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP). SEE PAGE 3, PARAGRAPH 17. RENTER: X	RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 17. RENTER: X

ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT, PAGES 1 THROUGH 4.
I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 THROUGH 4 OF THIS AGREEMENT AND BY MY SIGNATURE BELOW I AM THE "RENTER" UNDER THIS AGREEMENT. BY SIGNING BELOW, I AM AUTHORIZING OWNER TO PROCESS CHARGES ON MY CREDIT CARD(S) AND/OR DEBIT CARD(S) FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS, DEPOSITS, AND CHARGES INCURRED, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I CERTIFY THAT THE DRIVER'S LICENSE(S) PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED OR SURRENDERED.

REPLACEMENT VEHICLE

COLOR	LICENSE NO.	
MODEL	ECAR#	
MILE-AGE	IN	OUT

NOV AND FUEL X LEVEL AGREED TO RENTER ROOF OK YES NO



OUT	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F
N	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F

RENTER: X _____ DATE _____

OWNER REP X _____ EMPL # _____

I WILL RETURN CAR BY:	DEPOSIT(S):
DATE _____ TIME _____	AMOUNT _____ PAID BY _____

ADDITIONAL INFORMATION

Allystate

TOTAL CHARGES _____

DEPOSITS _____

REFUNDS _____

AMOUNT DUE _____

CLOSED BY _____

PAID BY	CASH	CHECK	CHARGE
---------	------	-------	--------

RECEIPT OF CASH REFUND	DATE	AMOUNT	RECEIVED BY
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Annualized rates are \$6,201.35 for DW, \$1,095.00 for PAI, \$4,741.35 for SLP and \$1,456.35 for RAP.



170 Weston St. In Hartford's New North Meadows • www.thomascars.com
 CADILLAC: 860-524-1000 PARTS: 860-524-0077 JAGUAR: 860-524-0000

CUSTOMER NO. 26197	ADVISOR DAVID MICHAELS	TAG NO. 99 W623	INVOICE DATE 11/11/08	INVOICE NO. CDCS19243
BLOOMFIELD, CT	LABOR RATE	LICENSE NO.	MILEAGE 13,657	COLOR WHITE/
	YEAR / MAKE / MODEL 08/CADILLAC TRUCK/ESCALADE/4 DOOR UT		DELIVERY DATE	STOCK NO.
	VEHICLE I.D. NO. 1 G Y F K 6 3 8 6 8 R		SELLING DEALER NO.	DELIVERY MILES
	F.T.E. NO.	P.O. NO.	R.O. DATE 11/11/08	PRODUCTION DATE
BUSINESS PHONE	COMMENTS			

CELL:

MO: 13657

LABOR & PARTS
 # 1 24CDZ CAMPAIGN REVIEW TECH(S):112 WARRANTY
 PERFORM HEATED WASHER RECALL (REPLACE HARNESS)
 FACTORY REQUEST
 COMPLETED PER FACTORY GUIDELINES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	20773432	HARNES 2.480		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

2 22CDZ004 OIL & FILTER CHANGE TECH(S):112
 ENGINE OIL AND FILTER CHANGE INTERVAL 14.04
 DUE BY TIME AND/OR MILEAGE
 CHANGE ENGINE OIL AND OIL FILTER. RESET OIL LIFE MONITOR.
 LUBRICATE AND INSPECT FRONT SUSPENSION, DRIVE LINE, STEERING
 AND CONTACT POINTS. INSPECT DRIVE BELT(S), HOSES, CABLES,
 AND FLUID LEVELS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1	12345616	MOTOR OIL 8.800	16.00	16.00
JOB # 2	1	89017524	FILTER 1.836	5.95	5.95
				JOB # 2 TOTAL PARTS	21.95
				JOB # 2 TOTAL LABOR & PARTS	35.99

MISC	CODE	DESCRIPTION	CONTROL NO		
JOB # A	HAZ2	SHOP SUPPLIES / HAZ WASTE REMOVAL		1.12	
JOB # 2	HAZ1	SHOP SUPPLIES / HAZ WASTE REMOVAL		1.50	
				TOTAL - MISC	2.62

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$42.00 (+TAX)

COMMENTS
 WAITER

TECHNICIAN CERTIFICATION
 112 STEVE RADZIEWICZ ASE CERTIFIED

mc



170 Weston St. In Hartford's New North Meadows • www.thomascars.com
 CADILLAC: 860-524-1000 PARTS: 860-524-0077 JAGUAR: 860-524-0000

CELL:

CUSTOMER NO. 26197	ADVISOR JOHN CAPPA	24500	TAG NO. W527	INVOICE DATE 10/13/08	INVOICE NO. CDCS191806
[REDACTED] BLOOMFIELD, CT [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 12,996	COLOR WHITE/	STOCK NO.
	YEAR / MAKE / MODEL 08/CADILLAC TRUCK/ESCALADE/4 DOOR UT			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1 G Y F K 6 3 8 6 8 R			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.		P.O. NO.		R.O. DATE 10/13/08
[REDACTED]	BUSINESS PHONE	COMMENTS			MO: 12997

LABOR & PARTS
 # 1 01CDZTIREM TIRE MONITOR TECH(S):6 WARRANTY
 CUSTOMER STATES TPS SENSOR LIGHT COMING CHECK AND ADVISE
 MESSAGE ON INFORMATION CENTER DISPLAY
 RESET ALL 4 TIRE PRESSORS
 RECALIBRATE TIRE SENSOR MONITORS
 CHECK LR TIRE FOR LEAKS.NO LEAK AT THIS TIME
 JOB # 1 TOTAL LABOR & PARTS 0.00

2 24CDZ CAMPAIGN REVIEW TECH(S):6 WARRANTY
 PERFORM RECALL HEATED WASHER (REMOVE FUSE)
 FACTORY REQUEST
 COMPLETED PER FACTORY GUIDELINES
 REMOVE FUSE
 JOB # 2 TOTAL LABOR & PARTS 0.00

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$0.00 (+TAX)

COMMENTS
 WAITER

TECHNICIAN CERTIFICATION
 6 PETE CARPENTER ASE CERTIFIED

TOTALS

 * THANK YOU FOR YOUR BUSINESS *
 * WE HOPE THAT YOU ARE "COMPLETELY SATISFIED" WITH THE *
 * SERVICES YOU RECEIVED TODAY. IF YOU HAVE A CONCERN OR *
 * QUESTION, PLEASE LET US KNOW. CALL (860)524-1000 X 5131 *

 * RETAIL PURCHASED PARTS (IDENTIFIED WITH A "**") ARE *
 * WARRANTED FOR AS LONG AS YOU OWN YOUR VEHICLE. ASK *
 * YOUR SERVICE SALES REPRESENTATIVE FOR DETAILS. *

 * WE WARRANTY OUR SERVICE WORK FOR 12 MONTHS OR 12,000 *
 * MILES, WHICHEVER OCCURS FIRST. ALL PARTS ARE SUBJECT *
 * TO THE MANUFACTURER'S WARRANTY FOR 12 MO. / 12000 MI. *

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

CUSTOMER SIGNATURE

Dealer Business Forms-Newington, CT (860) 983-0909

February
2009



(215) 604-3004 • Fax: (215) 604-1204
www.AllstateAutosOfTrevoze.com

ED PEYTON

New and
Used Leasing

2907 Old Lincoln Hwy
Trevoze, PA 19053

We Buy
Cars & Trucks

Price IS Paid
Completed
Letter
Certified
Mail

722-8110

HPD

11-3

9-3-08

cancel check

MCU
25.00

Certified Letter

Bloomfield, CT

550
51-7739/2119

DATE 8/28/08

PAY TO THE ORDER OF Allstate Used CARS \$25.00

Twenty Five dollars

Escalade Cadillac

Transfer

5 Year Tire Warranty

United Municipal Hartford, CT

FOR 5 Year Tire Warranty

Went through

Savage -
Checkin'
676.60

Ed Peyton
can arrange
2 weeks

**FIRESTONE COMPLETE AUTO CARE
BLOOMFIELD
371 COTTAGE GROVE ROAD
BLOOMFIELD, CT. 06002**

Service Advisor:
D1 CHRIS
860.243.8213

2008 CADILLAC ESCALADE
V8-378 6.2L

Lic #: [REDACTED] Vin #: [REDACTED]
In: 08/10/09 3:48PM Mileage: 19,058
Out: 08/10/09 4:33PM

[REDACTED]
BLOOMFIELD, CT [REDACTED]

Store # 321264

RETAIL SALE

Description	Rev Hist /Article #	ID	Qty	Unit Price	Extended Price	Job Total
STANDARD OIL CHANGE - UP TO 5 QUARTS		01				21.63
OIL CHANGE LABOR	7029718	09TS	1	11.00	11.00	
PH48 OIL FILTER	7007175	09TN	1	3.99	3.99	
USED FILTER RECYCLING CHARGE	7075051	09TN	1	2.75	2.75	
5W30 GT-1 SYNTHETIC BLEND OIL	7029734	09TN	5	2.40	12.00	
PRT-DISC DISCOUNT STANDARD OIL CHANGE - UP TO 5 QUARTS	7001674	09T	-1	4.36	-4.36	
LBR-DISC DISCOUNT STANDARD OIL CHANGE - UP TO 5 QUARTS	7001674	09T	-1	3.75	-3.75	
COURTESY CHECK		01				
COURTESY CHECK	7046930	09TS	1	N/C	N/C	

Technician(s):
09 ALVIN SWINTON

Payment History:

CFNA	1588	22.93	09019
Total Tendered		22.93	

Summary:

Parts	11.63
Labor	10.00
Shop Supplies	0.00
Sub-Total	21.63
Tax (6.00%)	1.30
Total	\$22.93

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Customer Signature

All parts are new unless otherwise specified.

TELL US ABOUT YOUR EXPERIENCE AND RECEIVE \$10 OFF YOUR NEXT PURCHASE OF \$25 OR MORE!

- 1) For a short survey Call 1-800-859-9203 or logon to www.FirestoneSurvey.com; enter code 321264-038546
- 2) Write redemption code here: _____ Offer expires 6 months from date of invoice, good at all participating locations. Must have valid redemption code. May not be combined with any other offer or to reduce existing debt. No copies accepted

COMMITTED TO PROVIDING A POSITIVE CUSTOMER EXPERIENCE

August 28, 2008

Thank you very much Ed for all that you have done. I have enclosed a check for \$25.00 in order to receive the five year warranty on the tires for the 2008 Escalade. I still need to get that tire fix.

Please do not hesitate to call me at work at [REDACTED] or on my cell at [REDACTED] or on at my home at [REDACTED]. You can send that tire warranty to [REDACTED], Bloomfield, CT [REDACTED].

Thanks again, you have a happy customer here. I will be happy to send customers your way.

Sincerely,

[REDACTED]

Mrs Ed Peyton Became unavailable
as he received my last payment
of \$ 25.00 towards four year
warranty.

This was an attempt to
collect on my tire warranty
for four years in which he
had promise me over the
phone. I never retrieve the
tire warranty nor did I get
my \$ 25.00 back.

My up-to-date phone#
are [REDACTED]

[REDACTED]

11-5-08

CHECK LIST

Submit legible copies.

Do not write on the back of pages.

Do not staple pages together.

Submit information on 8-1/2" x 11" paper.

Is the application notarized?

Did you include the \$50.00 filing fee payable to the Department of Consumer Protection?

Copy of all work orders

Copy of the original sales contract - previously sent, also HMFCU.

Copy of the motor vehicle registration - in vehicle -

Copy of the finance agreement, if financed - Hartford Municipal Federal Credit Union

Copy of the title, if the vehicle is not financed - HMFCU

Copy of the **ENTIRE manufacturer's new car warranty book, (not owner's manual).**

Copy of written notification to the manufacturer. This is required by statute, if there is a disclosure in your warranty book or owners manual. - previously submitted

Copy of any receipts for:

Routine maintenance

Modifications to your vehicle

Extended warranty

Any items for which you are seeking reimbursement

Repairs that are not covered by the manufacturer's new car warranty

Accident information: police report, correspondence with insurance company, etc.

Leased Vehicles:

Copy of the lease agreement

Copy of the certified or registered letter to the leasing company and a copy of the postal receipt.

Notice: The public has the right to observe arbitration hearings. Documents submitted by both parties are public records. Please omit all information that you do not want part of the public record. **All Hearings are held at:**

**Department of Consumer Protection
State Office Building
165 Capitol Avenue
Hartford, CT 06106
Room 157**

September 15, 2009

State of Connecticut
Legal Team
90 Washington Street
Hartford, Connecticut 06106

**Reference: 2008 Cadillac Escalade/Flush all oils without my permission
Firestone, Cottage Grove Road – Bloomfield, CT 06002**

Needed research/information Outlined as follows:

- Purchased August 2008 at Allied Used Vehicles/Only One Owner/
- Purchased price \$58,280.96.
- I personally research vehicle
- **Finance company** -The Hartford Municipal Credit Union
- **Dealership** -Allied Used Car Dealership-Pennsylvania
- **Four Year Factory Warrantee/three years still remain**

On approximately August 22, 2009, I requested for **Midas** to repair my a tire in the rear back passenger side of my 2008 Cadillac Escalade. The female attendance said in order for them to repair my tire they have to do a diagnostic test and it will take approximate two hours to complete. The attendant stated that I am their second customer in which I had an 12:00 pm appoint. I report back to Midas after two hours and she said the vehicle is completed and that I only owe \$10.00 for the tire plug and patch. However I saw a glimpse from in back of her that that had did some time of computer reading test and refused to print me a form,

Please find all the attached information needed. Please feel free to contact me at my residence at [REDACTED] or by phone at [REDACTED]

Respectfully Submitted in Good Faith,

[REDACTED]
[REDACTED]
[REDACTED]
Owner 2008 Cadillac Escalade

Extra

my copy

September 15, 2009

State of Connecticut
Legal Team
90 Washington Street
Hartford, CT. 06106

**Reference: 2008 Cadillac Escalade/Flush all oils without my permission
Firestone, Cottage Grove Road – Bloomfield, CT 06002**

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- **Finance company** -The Hartford Municipal Credit Union
- **Dealership** -Allied Used Car Dealership-Pennsylvania
- **Four Year Factory Warantee/three years still remain**

Dear State of Connecticut Legal Team:

I would like this to be handle by your legal team and I have attached all the required information that is needed in order for this report to be discussed in handle in your Judge chambers.

On August 23, 2009 I took my vehicle to **Firestone** at approximately 10:00 a.m. for an already schedule oil change. Firestone indicated that due the high demand of service to customers, would I be considered and wait for one- two hour. I agreed left the permisess and took care of my personal business. I phone Firestone at approximated 3:00 p.m. and informed them that I am running late and will be there with twenty minutes to an half an hour. I reached that at approximately 3:20 – 3:45

My vehicle was in brand new/excellent/excellent Condition. I took my vehicle for regular schedule oil changes at Thomas Cadillac starting approximately November 2008(every three months or every three thousand miles(3,000.00)).

Please find all the attached information needed. Please feel free to contact me at my place of residence at [REDACTED] or by phone at [REDACTED]

Respectfully Submitted in Good Faith,

[REDACTED]
[REDACTED]
Owner of 2008 Cadillac Escalade

my copy

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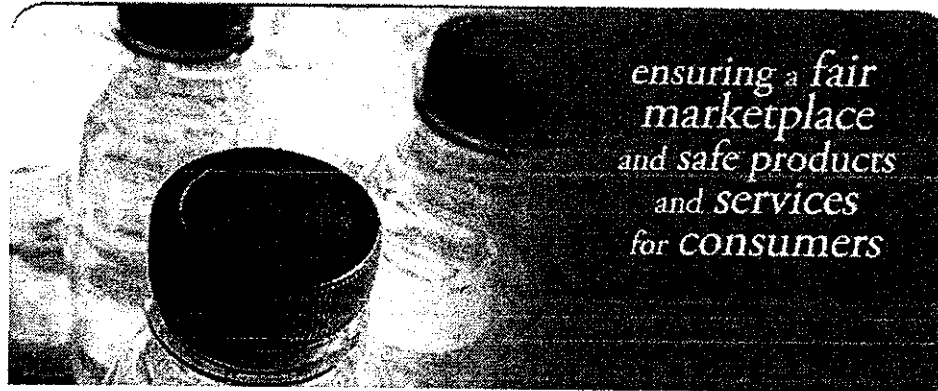


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Department of Consumer Protection
 165 Capitol Avenue
 Hartford CT 06106

Toll Free: 800-842-2649

(860) 713-7240
 TDD
 (860) 713-7243
 Fax

Directions

Consumers

- Consumer Information
- Verify a License
- Recalls and Consumer Alerts
- National Do Not Call List
- File a Complaint

Recently Added

NEW: The Department turns 50! A Brief History of the Department of Consumer Protection

NEW: Effective October 1, 2009, An Act Concerning Consumer Privacy and Identity Theft (more)

Adoption of State Budget and Associated Fee Increases: HB-6802, "AN ACT CONCERNING EXPENDITURES AND REVENUE FOR THE BIENNIUM ENDING JUNE 30, 2011" (more)

October 1, 2009 Fees and Information

Licensees and Applicants

- Licensing Information
- Renew Online or Change Address
- Verify a License
- List or Roster of Licensees
- Education and Exam Information

News Releases


Tuesday, October 27, 2009
 "Wooden Toy Box" Previously Recalled for Small Parts, Also Tests High for Lead Paint

Monday, October 26, 2009
 Firewood Buying Made Simple

Friday, October 23, 2009
 Department Recalls Halloween Costumes Sold at Walgreen's Stores

Tuesday, October 20, 2009
 Department Cites West Haven Grocery Store for Pricing Violations

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 165 Capitol
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 Hartford CT
 06106

Toll Free: 800-
 842-2649

(860) 713-7240
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 (860) 713-7243
 Fax

Directions

For Consumers: The Lemon Law Program



If you drive a "lemon" automobile that you purchased or leased in Connecticut, you may be eligible for the State's new vehicle arbitration program.

The "Lemon Law" is a nickname for a Connecticut General Statute Chapter 743b, "Automotive Warranties." It establishes an arbitration program as an informal process for resolving disputes between consumers and automobile manufacturers.

The law applies to all new passenger, combination registered vehicles and motorcycles purchased or leased in Connecticut:

- Which do not conform to the manufacturer's express warranty
- Which have substantial defects affecting the use, safety or value of the vehicle AND
- The repairs must have been addressed during the eligibility period
- Have manufacturer's defects that occurred during the first two (2) years from the original owner's delivery date or the first 24,000 miles on the odometer (whichever period ends first). [Read more about the program](#)
- ["Back in the Driver's Seat" booklet \(PDF\)](#)
- [Frequently Asked Questions](#)
- [Application Form](#)

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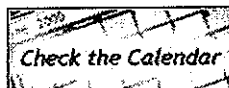


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Department of Consumer Protection
 165 Capitol Avenue
 Hartford CT 06106

Toll Free: 800-842-2649

(860) 713-7240
 TDD
 (860) 713-7243
 Fax

Directions

All About the Lemon Law Program

The "Lemon Law" is a nickname for Connecticut General Statute Chapter 743b, "Automotive Warranties." It establishes arbitration as an informal process for resolving disputes between consumers and automobile manufacturers. The law defines a lemon as a new motor vehicle (passenger car, combination or motorcycle) purchased or leased in Connecticut which does not conform to the manufacturer's express warranty and which, after "a reasonable number of attempts" cannot be repaired. The Lemon Law covers all new passenger, combination passenger/ commercial vehicles and motorcycles purchased or leased in Connecticut:

- Which do not conform to the manufacturer's express warranty;
- Which have substantial defects affecting the use, safety or value of the vehicle AND
- The repairs must have been addressed during the eligibility period*;
- Have manufacturer's defects that occurred during the first two (2) years from the original owner's delivery date or the first 24,000 miles on the odometer (whichever period ends first).

**The time period involved may be extended when repair service is unavailable due to war, strike or natural disaster.*

The eligibility criteria for the Lemon Law arbitration refers to occurrences / days that must be met within the specified time frame. However, you do not have to apply within this time period.

Items NOT covered under the law include:

- Defects not covered under the manufacturer's express warranty
- Defects caused by the consumer's abuse, neglect or unauthorized modification of the vehicle

For a car to qualify, the same problem has to be subjected to a reasonable number of repair attempts and continue to exist after these attempts at repair. The law presumes that a

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Registry**

"reasonable number" of repair attempts is four. However, your car may be eligible if you have less than four repair attempts for the *same* problem and can justify this is a reasonable number of repair attempts, and repairs have been performed within the eligibility period.

- OR -

When the vehicle has been out of service for repair at the dealership for a cumulative total of thirty days or more for any number of unrelated problems. These problems must occur within the eligibility period.

- OR -

In the case of a safety defect which is likely to cause death or serious injury if the vehicle is driven, the defect continues to exist after two or more attempts during the first year of operation or the term of the express warranty, whichever period end first.

How to Get Started

If you believe you are eligible and wish to pursue the Department of Consumer Protection's Arbitration Program, please print the arbitration form from this website, complete it and return it by U.S. mail to the Department as soon as possible with the required fee.

Of course, you should report the vehicle's problems immediately to the dealer or the manufacturer. Check your owner's manual/warranty booklet for the address and telephone number of the zone office designated to receive your complaint. The manual will also tell you if the manufacturer requires written notification of a claim requesting a refund or replacement vehicle. If such notification is required, you must write to the manufacturer. Please send us a copy of your letter to the manufacturer when you submit your Lemon Law application.

If you lease your vehicle, you must advise the leasing company that you are applying for Lemon Law arbitration and if they wish to be a party to the proceedings, they must notify the Department of their intent within ten (10) days of their receipt of your letter. The letter to the leasing company must be sent certified or registered mail, and a copy of the letter and postal receipt must be included with your Lemon Law application to us.

If it is determined that your case does not qualify for arbitration, the fee will be returned to you. Additionally, the manufacturer is required to pay a fee.

Once your Request for Arbitration and filing fee are received, the Department will review your application to make sure all necessary documents have been submitted. If information has been omitted, your Request for Arbitration and filing fee will be returned to you along with a list of the information or documents required to complete the submission. If all documents and information have been included, we will complete an initial review of your case to determine whether basic eligibility criteria have been met. You will be notified within five business days of the results.

If the our review indicates your case is not eligible for arbitration, your filing fee will be returned to you with an explanation as to why your case did not qualify. You may file a written appeal with the Department if you do not agree with our findings.

If our review indicates your case is eligible for arbitration, the manufacturer will be notified and asked to submit a manufacturer's statement and filing fee. An arbitrator and an Automotive Technical Expert comprise an arbitration panel.

The arbitration panel will make the final determination as to the eligibility of your case. It is possible for a case to be deemed ineligible by the arbitration panel even though it was initially deemed eligible by the Department.

Types of hearings

When you file your Request for Arbitration, you must choose between an "oral" or "documentary" hearing. The oral arbitration process generally results in a more expeditious rendering of a decision.

Oral Hearing: If you choose oral arbitration, you and the manufacturer's representative will be present at the scheduled hearing. Both parties will have the opportunity to present their case before the arbitration panel. The hearing is informal and not structured like a court of law. Typically, the consumer is heard first, followed by the manufacturer. Either party is able to ask the other questions. The arbitration panel may also have questions and may order the Automotive Technical Expert to inspect the vehicle. If possible, bring the vehicle to the hearing to avoid scheduling an inspection for a later date.

Use your "Request for Arbitration" form as a guide when preparing for an oral arbitration hearing. The form contains much of the information you will need at the hearing.

- *Bring records* of everything pertaining to the dispute including all correspondence, work orders, receipts, and warranties.
- *Organize your records* – Putting them in chronological order will help guide you in presenting the history of the problem.
- *Prepare an outline* of the major points you wish to present to help you remember relevant information.

Be prepared to discuss the problem in its entirety. You should:

1. State the specific nature of the defect;
2. Restate any conversations with dealer's or manufacturer's representatives;
3. Describe any new developments which may have occurred since you submitted your "Request for Arbitration" form;
4. Describe any repair attempts or other actions taken;
5. State your opinion as to what action would constitute a fair resolution of the dispute;
6. State why you feel the vehicle is a "Lemon." For example, how has the use, safety, and/or value been substantially impaired?
7. Prepare a list of questions to ask the manufacturer's representative.
8. Prepare a final summary, which should briefly review the facts you have discussed, this should include a statement regarding your opinion of a fair resolution to the dispute.

Remember, the purpose of the hearing is to allow the arbitrators to gather facts, evaluate information presented by both sides and render a fair decision. Therefore, be prepared to offer **SUBSTANTIAL PROOF** of each point you make especially those you feel the manufacturer may dispute.

Documentary Hearing: If you choose documentary arbitration, you and the manufacturer's representative will be required to submit to the Department sworn statements and other evidence you would like the panel to consider. You will receive copies of each other's statements and have the opportunity to respond to them in writing. The arbitration panel will meet and review the statements and

responses. The panel will base its decision solely on documentation and materials submitted by the parties prior to the hearing. Parties cannot present oral testimony, but may observe documentary hearings. If the panel orders a vehicle inspection, one will be scheduled at a later date and the panel will reconvene to render their decision.

Use of an Attorney

The "Lemon Law" Program is designed to be accessible to the lay person. Most consumers coming through the program do not use an attorney; however, you are free to use one if you so choose. If your attorney will be presenting your case, you must notify the Department of Consumer Protection no later than two (2) days prior to the hearing. Also, if anyone other than the purchaser of the vehicle will be presenting the case, you must also notify the Department no later than one (1) day prior to the hearing. If someone is going to accompany you and present testimony, no prior notification is required. You also have the right to have a third party assist you in your presentation or act as a consultant or interpreter.

- [Frequently Asked Questions](#)
- ["Back in the Driver's Seat" booklet \(PDF\)](#)
- [Resources for Car Owners](#)
- [View and print Application Form \(PDF\)](#)



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STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
TRADE PRACTICES DIVISION, LEMON LAW UNIT
AUTOMOBILE DISPUTE SETTLEMENT PROGRAM
REQUEST FOR ARBITRATION

INSTRUCTIONS

1. Read the entire **Back In The Driver's Seat** booklet before completing this application. We realize the application is lengthy, but we have found that all the information is essential to a timely and equitable resolution. Please call the Lemon Law office at (860) 713-6120 or 1-800-538-CARS if you have any questions regarding the application form.
2. Type or print, using black ink, the answers to all questions. Be accurate and thorough, brief where indicated. Please do not respond to a question by writing "see attached" as documents are considered evidence supporting your response. If additional space is needed, use blank sheets of paper and reference the section being continued. Use 8-1/2" x 11" paper for additional information. Please do not write on the reverse side of any page and do not staple or tape pages together.
3. A \$50.00 filing fee must accompany this application. If your case does not qualify for arbitration the fee will be returned. Make checks payable to the "**Department of Consumer Protection**". DO NOT SEND CASH.
4. The purchaser(s) of the vehicle specified in this application must sign the Agreement to Arbitrate on Page 11 in the presence of a notary public or Commissioner of Superior Court. If a corporation owns the vehicle, an officer of the company must sign the Agreement to Arbitrate and represent the company in the arbitration proceedings.
5. If required in the warranty or owner's manual, you must send written notification to the manufacturer at the address indicated in the warranty or owner's manual of your intent to file a complaint under lemon law. Please provide a copy of the letter sent to the manufacturer with your Request for Arbitration.
6. Submit the Request for Arbitration, required documents, and filing fee to:

**Department of Consumer Protection
Automobile Dispute Settlement Program
165 Capitol Avenue, Room 110
Hartford, Connecticut 06106**



STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
TRADE PRACTICES DIVISION, LEMON LAW UNIT
**AUTOMOBILE DISPUTE SETTLEMENT PROGRAM
REQUEST FOR ARBITRATION**

INSTRUCTIONS

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6. Submit the Request for Arbitration, required documents, and filing fee to:

**Department of Consumer Protection
Automobile Dispute Settlement Program
165 Capitol Avenue, Room 110
Hartford, Connecticut 06106**

Department of Motor Vehicles

Lemon Law (Problems with New Vehicles)

The Lemon Law covers only new vehicles which are owned or leased.

If the same defect persists with your new vehicles after four attempts to resolve it, or if you are without the use of your vehicle for a total of 30 days or more because of repair during the first two years or 18,000 miles, the problem with your new vehicle may be a manufacturer's defect covered by the Lemon Law.

The Lemon Law program is overseen by the Department of Consumer Protection. Below please find contact information for the organization:

Department of Consumer Protection
Automobile Dispute Settlement Program
165 Capital Avenue
Hartford, CT 06106
Telephone: 1-800-538-2277

Content Last Modified on 6/12/2003 3:17:33 PM

Department of Motor Vehicles

Lemon Law (Problems with New Vehicles)

The Lemon Law covers only new vehicles which are owned or leased. If the same defect persists with your new vehicles after four attempts to resolve it, or if you are without the use of your vehicle for a total of 30 days or more because of repair during the first two years or 18,000 miles, the problem with your new vehicle may be a manufacturer's defect covered by the Lemon Law.

The Lemon Law program is overseen by the Department of Consumer Protection. Below please find contact information for the organization:

Department of Consumer Protection
Automobile Dispute Settlement Program
165 Capital Avenue
Hartford, CT 06106
Telephone: 1-800-538-2277

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AGREEMENT TO ARBITRATE

I submit this dispute to the Department of Consumer Protection, Automobile Dispute Settlement Program for arbitration. Said arbitration shall be governed in all aspects by the provisions of Section 42-181 of the Connecticut General Statutes and the regulations promulgated thereunder, including the scope of the issues submitted, eligibility criteria, remedies and operating procedures.

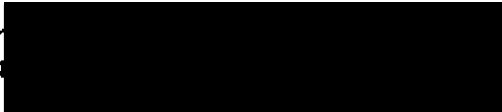
I understand that the arbitration award is equally binding as to the "Lemon Law" rights of both parties. According, once the award is rendered, I understand either party to the dispute may apply to the Superior Court to have award confirmed, vacated, modified or corrected as provided in Section 42-181, 52-417, 52-418, 52-419, and 52-420 of the Connecticut General Statutes.

I understand that I may be represented by private legal counsel in any arbitration hearing and if I choose to be so represented I must notify the Department of Consumer Protection of the name, address and telephone number of such counsel at least two days prior to the date of the arbitration hearing. If the attorney information appears on this application, no additional notification is required.

I understand that I may be represented by a third party, other than legal counsel and if I choose to be so represented I must notify the Department of Consumer Protection of the name, address, and telephone number of such third party at least one day prior to the arbitration hearing. Either party may be accompanied by any chosen third party, without prior notice. If the third party information appears on this application no additional notification is required.

I understand that I shall have no contact, other than at the scheduled arbitration hearing, with any arbitrator assigned to this dispute and all necessary communication shall be addressed to the Department of Consumer Protection.

I verify that the information provided is true, accurate and complete to the best of my knowledge. I understand that the penalty for willfully making a false statement is a maximum fine of one thousand dollars (\$1,000.00) and/or one year imprisonment (Connecticut General Statutes, Section 53a-151).

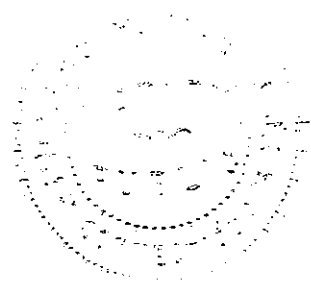
Purchaser' signature:  Date: 11-3-09

Purchaser' signature: _____ Date: _____

State of Connecticut County of Hartford

Subscribed and sworn to me on this 3rd day of November, 2009.

Richard H. Mason, Jr.
Commissioner of the Superior Court or, Notary Public
My Commission Expires: 9/30/13



RICHARD H. MASON, JR.
NOTARY PUBLIC
MY COMMISSION EXPIRES 9/30/13

June 18, 2009

CUNA Mutual Group Society
P.O. 391
5910 Mineral Point Road
Madison, WI 53701-0391

9/12/09
Fall

Attention: CUNAN Chief Executive Officer:

Please find the attached letter for your review and response in which a representative from your company on June 12, 2009 indicated that I will be receiving information regarding my denial of coverage and it will be mailed to me in two through four days.

The Hartford Municipal Employee Credit Union, 434 Franklin Avenue, Hartford, Connecticut did not submit to me a copy of the denial disability letter that was effective March 12, 2009. However they did give me permission to contact you directly which I am not sure that if this is the correct procedure since you are a separate entity.

Thanks you in advance for your consideration regarding this matter. I am looking forward to hearing from you at your earliest convenience.

I can be reached at [REDACTED]

Sincerely,

[REDACTED]

[REDACTED]

Cc: CUNA Contract
Letter to Marco Singnorello, CEO ,The Hartford Muncipal Credit Union,

HMCU
CUNA

Completed

June 11, 2009

Municipal Credit Union
443 Franklin Avenue
Hartford, CT 06114

[REDACTED]
Bloomfield, CT. [REDACTED]
[REDACTED]

Attention: Mr. Marco Singnorello
Chief Executive Officer (CEO)

Reference: Loan # [REDACTED]

Dear Mr. Marco Singnorello:

You have submitted to me in writing a Ten(10) days promissory notice to cancel my Loan # [REDACTED] In addition to reporting me to the Credit Bureau in which that letter is dated June 9, 2009.

Since December 11, 2008, I have communicated with your office (Carmen) and yourself regarding my American Disability ACT Claim (ADAC) in regards to my 2008 Cadillac Escalade. I have also been in contact with your affiliated company CUNA Mutual Group (CUNA) on January 14, 2009, February 4, 2009 and June 10, 2009.

I was informed by the representative of CUNA that I will be receiving a denial letter in the mail very soon they (he/she) have informed me on June 10, 2009 that the claim was denied on March 12, 2009 via by Phone.

In the mean time I will continue to consult with my Medical Doctors and Legal Consultants and will keep you posted as to the outcome regarding this Claim. However this Medical case is confidential, therefore any information will be submitted to you at the disgression of the Legal team with my signature of approval.

If you should have any other question regarding this matter, please feel free to contact me at the above given address and home number which has been in effect since September of 2005.

[REDACTED]

Mailed June 11, 2009



CUNA Mutual Insurance Society

P.O. Box 391 • 5910 Mineral Point Road • Madison, WI 53701-0391
Phone: 800/937-2644

(Called We)

Certificate of Insurance

Credit Life
Credit Disability
Monthly Premium

Within 15 days after you receive this Certificate, you have the right to return the Certificate to the credit union for cancellation and any premium paid by you will be immediately returned.

We certify that while we are paid the premiums for the Group Policy by the credit union as they become due, you are insured for the coverage marked in the Schedule, subject to the terms of the Group Policy issued to the credit union.

BENEFITS

Benefits are paid to your credit union to pay off or reduce your loan. If the benefits are more than the balance of your loan, the difference will be paid to you if you are living or to the Beneficiary named by you, if any, or to your estate. Our payment will completely discharge our liability to the extent of the payment.

Death Benefit. If you die while you are insured for life coverage, we will pay the principal balance of your loan on the date of your death, plus not more than six (6) months unpaid interest on your loan to that date, not to exceed the Maximum Amount of Life Insurance.

Joint Insured Death Benefit. If your joint insured dies while insured for life coverage, we will pay on the same basis as above. Only one (1) death benefit, however, is payable under this Certificate.

Total Disability Insurance Benefit. If you are insured for disability coverage, we will pay a benefit if you file written proof that you became totally disabled while insured and continue to be totally disabled for longer than the period stated in the Schedule. Payment will be calculated beginning with the day shown in the Schedule.

The monthly benefit for each month of your disability to be compensated will be equal to the minimum monthly payment required on your loan on the date you became disabled. For a partial month, each daily benefit will be equal to 1/30th of the monthly benefit. Our monthly benefit payment will not exceed the Maximum Monthly Total Disability Benefit stated in the Schedule.

Our benefit payments will stop on the date:

1. you are not totally disabled any more; or
2. the insured portion of your loan has been repaid or otherwise stops; or
3. the balance of your loan has been paid by a lump disability benefit under a credit life insurance policy of your death.

Definition of Total Disability. During the first 12 consecutive months of total disability, Total Disability means that you are unable to perform most of the duties of your occupation because of a medically determined sickness or accidental injury and are in the care and treatment of a physician. After the first 12 consecutive months of Total Disability, the definition changes and requires you not be able to perform the duties of any occupation for which you are reasonably qualified by education, training or experience. You will be required to give us proof of your continuing Total Disability from time to time.

Physician means a Doctor of Medicine, Dentistry, Podiatry, Osteopathy, duly licensed by state law and acting within the scope of that license. Other practitioners of the healing arts will be considered Physicians where required by applicable state law. If your Total Disability recurs within seven (7) days after you recovered from that period of Total Disability, we will consider it a continuation of that period of Total Disability. However, if your Total Disability recurs more than seven (7) days after you recovered, we will consider it a new period of Total Disability.

EXCLUSIONS

Misstated Age. If you stated you are under the Maximum Age for insurance stated in the Schedule, but you are not, we will return your premium when we discover this and will not pay any benefits. This applies to disability coverage as well as life coverage on you and your joint insured.

The following Exclusions for life insurance apply also to your joint insured.

Pre-Existing Conditions. We won't pay a claim for an advance on a loan if you die within six (6) months after the effective date of insurance on the advance and death results directly or indirectly from, or is contributed to by a disease or bodily injury for which you received medical advice, diagnosis or treatment at any time during the six (6) months immediately preceding the effective date of insurance on the advance.

Suicide. We won't pay a claim for an advance on a loan if you commit suicide within six (6) months after the effective date of insurance on the advance.

This insurance automatically stops:

1. on the last day of the month in which we receive your written request to stop the insurance; or if earlier,
2. on the last day of the month in which you withdraw your authorization for the addition of charges for the insurance to your loan; or
3. on the last day of the month during which you reach the Maximum Age for Insurance; or
4. on the date your loan stops; or

insurance on the advance. We will, however, refund the premium on the advance.

The following Exclusions apply to disability insurance.

Total Disabilities Not Covered. We won't pay a claim for an advance on a loan or return your disability insurance premium if you have Total Disability:

1. begins within six (6) months after the Effective Date of insurance on the advance and results from any disease or bodily injury for which you received medical advice, diagnosis or treatment at any time within the six (6) month period immediately preceding the Effective Date of insurance on the advance. This does not apply to Total Disability if you have been insured continuously for the six (6) months immediately preceding the beginning of the disability; or
2. is a result of normal pregnancy.
3. on the last day of the month in which you are delinquent in any payment on your loan; or
4. on the date the Group Policy stops; or
5. when the balance of your loan has been paid by a lump sum disability benefit under a credit life insurance policy of your death; or
6. on the date of your death; or
7. on the date your loan is transferred to a credit union other than the credit union.

The Application for the Group Policy and the Member's Application are the complete contract of insurance. All statements made by you are considered to have been made under oath.

We will not pay a claim for an advance on a loan or deny a claim. If you stated that you are older than the Maximum Age for Insurance, or if insurance is issued to you for more than the Maximum Amount, and we do not return your premium within 15 days after we receive it, you are insured for the period the premium was paid.

With
God
all things
are possible
Matthew 19:26

[REDACTED]
Bloomfield, CT [REDACTED]

U.S. Department of Transportation
National Highway Traffic Safety Admin
Office of Defects Investigation Enfor
1200 New Jersey Avenue SE.
Washington, DC 20590

FIRST CLASS