

OCT 31 2018

[REDACTED]  
[REDACTED]  
Atlanta, GA [REDACTED]

CL-11133343-4904

October 24, 2018

U.S. Department of Transportation  
National Highway Traffic Safety Administration  
Office of Defects Investigation (NVS-210)  
1200 New Jersey Ave, SE  
West Building  
Washington, DC 20590

Re:

<b>Workspace:</b>	NHTSA Hotline Center
<b>Case:</b>	File [REDACTED]
<b>Case Number:</b>	[REDACTED]

Attn: To Whom It May Concern

I am greatly concerned about my 2015 VW Jetta and have sent these concerns to the BBB and NHTSA. Now I am being referred to you in the above case number referenced above.

I have included all documentation sent to the Better Business Bureau of Greater Atlanta, GA State Commissioners Office, and the NHTSA. I firmly believe that VW is aware of this ongoing problem with their ignition switches among other items as outlined in my documentation attached, and I am asking for a refund of \$806.20 itemized in the BBB letter attached. I am hoping that you can assist me in obtaining this refund and all the VW customers that are having to pay for a defective part which VW is not willing to take responsibility for. Please feel free to reach out to me for any questions at [REDACTED]. I look forward to your response.

[REDACTED]

AM  
11-6-18  
LO

October 3, 2018

To Whom it may Concern:

I am writing in regards to a concern with my VW Jetta Base S Model purchased in February 2015. I have had several issues with my Jetta in the past that started in 2015, and believe I may have purchase a lemon. I am seeking monetary compensation for recent work on this car.

Timeline on car malfunctions:

- February 28, 2015 - Purchased VW Jetta from Union City
- May 20, 2015 - Recall on parts - Work completed - No Charge
- February 19, 2016 - Oil Leak and pipe replaced - No Charge
- September 16, 2018 - Battery Died - Charge 126.95
- September 20, 2018 - Diagnosed with Ignition Switch Housing - Can not get the key out of the ignition - Charge \$153.63
- October 2, 2018 - Repair completed - Charge \$475.62

The major problem occurred shortly after my 30,000 mile check up, when my key got stuck in the ignition, and I could not turn the car off. As a single female who drives through the city of Atlanta on a daily basis, concerns me greatly and is an extreme safety hazard. In addition, I know that this particular part has continuing issues on this model as well as previous models as seen here:



Ignition Switch problem of the 2015 Volkswagen Jetta 8

**Failure Date:** 05/28/2018 – (Internet Post)

I parked at the store and the key got stuck in the ignition while the car is running preventing me from turning the car engine off . When he key gets stuck in the ignition

switch with the engine running preventing you from turning the car engine off. Therefore you can't leave your car to go in the house , store or even to the bathroom. This will allows your car to be attractive to car theives when you must leave to get help. Needs a recall ASAP.

I am aware this problem dates back to as early as 2012. I immediately contacted VW Customer Care since I was at approximately 36,400 miles to see if they would assist in replacing this part. This was their response:

Reference # [REDACTED]

Dear [REDACTED]

It was nice talking to you today.

As you requested, your case number is at the top of this email and in the subject line. If I can be of future assistance, don't hesitate to call at 800-822-8987. You can also reply to this email or chat with us on [vw.com/contact](http://vw.com/contact).

Sincerely,

Kristen H  
Customer CARE Advocate

I was told they would open an investigation. I needed to take my car into a VW dealership and have them diagnose it and have them send VW Customer Care the paperwork. I did as requested, took it to Jim Ellis VW in Chamblee, GA and followed up with them the next day. I received the following correspondence:

Reference # [REDACTED]

Hello,

While we're working your case, we wanted to make it as convenient for you as possible. A member from our Region Case Manager team will be reaching out to your dealership and will follow up with you by the close of business on 09/21/18. If you have any additional information or would prefer an update by email, please feel free to reply back.

You can also check on the progress of your case by chatting with us at [www.vw.com](http://www.vw.com).

Please use reference number [REDACTED] to make it easier to locate your case.

Sincerely,

Your Region Case Manager Team

In addition, I was charged 153.63 for the diagnosis. Midday on September 21, 2018, I received a call from Customer Care denying my claim completely. I am aware that this is an ongoing problem, and should be under a recall status. I was also informed that VW has UPDATED their ignition switch (replaced with an updated model number) so the replacement part will not cause problems. I feel like this was a ploy to get me to go to the VW Dealership, so they may continue to profit over their past mistakes. I believe I have paid for something that should be covered under a recall or extended warranty. In addition, I had the battery fail at the 36,000 mile mark as well. I feel that I have had more trouble with this new car than any other car I have owned in the past, and I am not really thrilled as a first time VW owner. I am asking for a refund of in the amount of \$806.20. This will include the cost of the ignition switch replacement, battery replacement, and \$50 for transportation assistance. I feel that I have been greatly inconvenienced by this car considering the low mileage and the amount of time I have driven it. If I had it my way, I would get rid of it and get a new car. I am beyond frustrated with this car!

I look forward to your response.

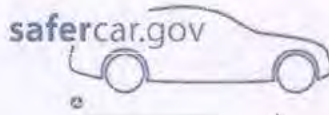
Sincerely,

[REDACTED]

Enclosures:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

State of Georgia Motor Vehicle Registration

**Complaint Number: 11133343****Vehicle Identification Number:** 3VW2k7aj8fr [REDACTED]**Your Vehicle's Make Model and Model Year:** VOLKSWAGEN JETTA 2015

Note: Your VIN, make, model, and year are all protected under the Privacy Act.

**What part of your car was affected?** Electrical**What happened?**

The major problem occurred shortly after my 30,000 mile check up, when my key got stuck in the ignition, and I could not turn the car off. I am aware this problem dates back to as early as 2012. I immediately contacted VW Customer Care since I was at approximately 36,400 miles to see if they would assist in replacing this part. In addition, I was charged 153.63 for the diagnosis. Midday on September 21, 2018, I received a call from Customer Care denying my claim completely. I am aware that this is an ongoing problem, and should be under a recall status. I was also informed that VW has UPDATED their ignition switch (replaced with an updated model number) so the replacement part will not cause problems. I feel like this was a ploy to get me to go to the VW Dealership, so they may continue to profit over their past mistakes. I believe I have paid for something that should be covered under a recall or extended warranty. In addition, I had the battery fail at the 36,000 mile mark as well. I feel that I have had more trouble with this new car than any other car I have owned in the past, and I am not really thrilled as a first time VW owner.

**Files you uploaded.**

[REDACTED] NHTBS Complaint.pdf

**When did this happen?** 09/19/2018**Was there a Crash?** No**Was there a Fire?** No**Was there an injury or fatality?** No**How fast were you going? (in mph)** 0**About how many miles were on your vehicle at the time of the incident?** 36400**First Name** [REDACTED]**Last Name** [REDACTED]**Email** [REDACTED]**Address 1:** [REDACTED]**Address 2:****City:** Atlanta**State :** GEORGIA**ZIP Code :** [REDACTED]**Phone:** [REDACTED] **Ext. :****Alt. Phone:**

**From:** NHTSA Hotline <nhtsahotline@Telesishq.com>  
**To:** [REDACTED]  
**Subject:** File [REDACTED]  
**Date:** Tue, Oct 23, 2018 1:26 pm

---

When replying, type your text above this line.

---

**Notification of Case Change (All times are GMT-0400)**

**Workspace:** NHTSA Hotline Center  
**Case:** File [REDACTED]  
**Case Number:** [REDACTED]

**Date:** 10/23/2018 **Time:** 13:25:13  
**Creation Date:** 10/22/2018 **Creation Time:** 15:12:10

**Symptom:**

Entered on 10/23/2018 at 1:25:13 PM EDT (GMT-0400) by Ann Marie L Ambrose:

Thank you for contacting the U.S. Department of Transportation's Vehicle Safety Hotline Information Center.

In some cases, an investigator from the Office of Defects Investigation (ODI) may call to clarify or verify information from your report. Unfortunately, the large volume of reports received by the agency does not permit a return call for each report filed.

NHTSA technical staff conducts a continuous analysis of these reports to determine whether an unusual number of complaints of potential safety-related problems have been received on any specific line of vehicles. The number of reported complaints and the severity of the consequences are carefully reviewed by technical staff and measured against the number of vehicles manufactured, and how many years the vehicles have been in service.

This ongoing evaluation process allows NHTSA technical staff to determine whether complaints represent isolated reports or a trend. If a trend is suspected and a problem has a potential for causing a risk to safety, the agency will open an investigation for more detailed analysis of the problem.

If you would like to update your complaint or have questions about whether your concern involves an investigation or recall are best answered by contacting the Defects Investigation Team, you may do so by mailing in your inquiry of a status update to:

U.S. Department of Transportation  
National Highway Traffic Safety Administration  
Office of Defects Investigation (NVS-210)  
1200 New Jersey Ave, SE  
West Building  
Washington, DC 20590

**(Note:** Please provide your ODI "Complaint" number on all copies)

We hope that you find this information helpful. However, if you need additional information on our services please feel free to contact us at 1-888-327-4236.

Thank you,

NHTSA.dot.gov Response Team

Disclaimer: "This response is for information purposes only and does not constitute an official communication of the U.S. Department of Transportation. For an official response, please write U.S. Department of



## BBB AUTO LINE

October 12, 2018

[REDACTED]  
ATLANTA GA [REDACTED]

Re: [REDACTED] Ross vs Volkswagen of America 3VW2K7AJ8FM [REDACTED]

Dear [REDACTED]

I would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, after carefully reviewing your claim and the program eligibility standards set out in the *Program Summary*, I have determined that your vehicle exceeds the age requirement for filing with the BBB AUTO LINE program.

I regret we will not be able to help you.

Sincerely,

Santiago Gonzalez at Extension 530

CC: Elizabeth Ellis

**Council of Better Business Bureaus, Inc.**

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

---

## Completing your BBB AUTO LINE Claim . . . It's as easy as 1, 2, 3

**1.** Review and sign the **Customer Claim Form (CCF)**. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).

**2.** Make one *clear copy* of the following documents, preferably on 8.5" X 11" standard paper:

- Sales Agreement/Purchase Contract** or **Lease Agreement** containing the purchase or lease price, sales tax and other expenses associated with your purchase or lease;
- Current **Vehicle Registration**;
- Work Orders**, including proof of payment if you are seeking reimbursement.
- Any other relevant documents, such as notice(s) sent to the manufacturer, along with any confirmation(s) of receipt (Please do not send photographs or video/audio recordings).

Please do not send originals. We are not able to return documents to you. You may wish to make a complete set of copies for your file before mailing.

Paper clip (do not staple) your documents to the signed **CCF**. Please do not fold your documents.

**IMPORTANT NOTE: We may request your vehicle loan or lease account number for purposes of completing a repurchase or replacement transaction. We will never request your Social Security Number or other sensitive financial information (e.g., bank account numbers). For your security, please redact (black out) any such information from your documents before sending.**

**3.** Mail or fax all your documentation to the address below:

**BBB AUTO LINE  
3033 Wilson Blvd., Suite 600  
Arlington VA, 22201  
Fax: 703-247-9700**

**QUESTIONS? We're here to help.  
Call (800) 955-5100**

**BBB AUTO LINE  
Customer Claim Form**

Case number: [REDACTED]  
Contact Date: 10/03/18  
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Atlanta	State: GA	Zip code: [REDACTED]
Day phone [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	E-mail address [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Volkswagen	Model: Jetta	Year: 2015	Current mileage: 36683
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Heritage Volkswagen Of South Atlanta, Union City, GA, GA			
Primary Servicing dealer/city/state: Jim Ellis Volkswagen Atlanta,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 02/28/15		Mileage at purchase/lease:	
First repair attempt date: 05/30/15		First repair attempt mileage: 4094	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	
		Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

**SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)**

I am asking for a refund of in the amount of 806.20. This will include the cost of the ignition switch replacement, battery replacement, and 50 for transportation assistance. I feel that I have been greatly inconvenienced by this car considering the low mileage and would like a new car.

Please complete the missing information in the box below and on page 2.

**VEHICLE IDENTIFICATION NUMBER** \_\_\_\_\_

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Case Number: XXXXXXXXXX

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b>				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Recall on parts		1		no
Oil Leak and pipe replaced		1		no
Battery Died		1		no
Diagnosed with Ignition Switch Housing		2		no

**Total days out of service for all problems:** \_\_\_\_\_

Signature of Titled Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Titled Owner(s) \_\_\_\_\_

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

**Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:**

**BBB AUTO LINE  
3033 Wilson Blvd., Suite 600  
Arlington VA, 22201  
Fax: 703-247-9700**



## BBB AUTO LINE

October 4, 2018

[REDACTED]  
ATLANTA GA [REDACTED]

Re: [REDACTED] vs Volkswagen of America

Dear [REDACTED]:

Thank you for contacting the BBB AUTO LINE program. Your claim will be opened once your properly completed *Customer Claim Form (CCF)* is returned to our office.

Please review the information outlined below and follow the instructions.

- \* *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to help us handle your claim.
- \* *Program Summary* - This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- \* *CCF* - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes. Please provide the Vehicle Identification Number (VIN).

If you would like to review the programs rules and policies, please visit [www.auto.bbb.org/rules/](http://www.auto.bbb.org/rules/).

We have notified the manufacturer about your contact with us and they may contact you to discuss your case. Please let us know if you reach a settlement so we can record that information in your file.

Once we receive your signed *CCF* with the VIN, if eligible, we will officially open your case. Within a few days, we will contact you by phone to discuss your case. Our goal is to help you and the manufacturer in reaching a mutually satisfactory resolution to your dispute.

BBB AUTO LINE staff are here to help you. Please call me at (800)955-5100 if you have any questions or if I can be of help.

Sincerely,

Santiago Gonzalez

**Council of Better Business Bureaus, Inc.**

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

---



## BBB AUTO LINE

October 12, 2018

[REDACTED]  
ATLANTA GA [REDACTED]

Re: [REDACTED] vs Volkswagen of America 3VW2K7AJ8FM [REDACTED]

Dear [REDACTED]

I would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, after carefully reviewing your claim and the program eligibility standards set out in the *Program Summary*, I have determined that your vehicle exceeds the age requirement for filing with the BBB AUTO LINE program.

I regret we will not be able to help you.

Sincerely,

Santiago Gonzalez at Extension 530

CC: Elizabeth Ellis

**Council of Better Business Bureaus, Inc.**

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

---



## BBB AUTO LINE PROGRAM SUMMARY

### *Volkswagen – Georgia*

Volkswagen has agreed to arbitrate claims covered by the Georgia Lemon Law. Volkswagen has also agreed to arbitrate certain warranty claims not covered by the lemon law.

#### **LEMON LAW CLAIMS**

A claim seeking relief under the Georgia Lemon Law must meet all standards set out by that law. Please see the attached description of the standards of the Georgia Lemon Law.

If the claim meets all standards set out by the Georgia Lemon Law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law **excluding** attorney's fees. An arbitrator may not award any penalties or multiple damages. Please see the attached description of the remedies under the Georgia Lemon Law.

Please note:

- ♦ The award will be reduced for the customer's use of the vehicle in accordance with the Georgia Lemon Law. Please see the attached description of the remedies under the Georgia Lemon Law.
- ♦ The arbitrator will decide whether the Georgia Lemon Law permits an adjustment to the award for any trade-in over-allowance or debt from a previous transaction.

#### **WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW**

A claim that does not meet all standards of the Georgia Lemon Law must meet certain conditions. Please see the attached description of "non-lemon law" warranty claims that may be resolved through BBB AUTO LINE.

Claims involving *wear and tear items*\* covered by the Volkswagen Limited New Vehicle Warranty must be received by the BBB within one year or 12,000 miles – whichever comes first – of the date the vehicle was originally placed in service.

All other claims must be received by the BBB within two years or 24,000 miles – whichever comes first – of the date the vehicle was originally placed in service.

\* Items replaced for wear and tear such as manual transmission clutch friction material; brake pads worn below manufacturer specs; light bulbs (excluding Halogen headlights and instrument panel bulbs); seat covers; carpeting; and replacement of rubber wiper blade inserts.

## **DEDUCTIONS FROM AWARDS**

A repurchase or replacement award will require payment for any damage to the current vehicle exceeding normal wear and tear, if applicable.

A repurchase award will not include any manufacturer rebate the customer received or used as a downpayment or capitalized cost reduction.

## **CUSTOMER RESPONSIBILITIES**

If a repurchase or replacement is awarded, the customer will be responsible for turning over the vehicle with a current registration and in a similar condition as it was at the time of the hearing. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title.

## **CLAIMS THAT WILL NOT BE ARBITRATED**

- ◆ Claims involving salvaged or “total loss” vehicles, or vehicles otherwise not covered by a Volkswagen USA Warranty.
- ◆ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused bodily injury.
- ◆ Allegations of fraud or other violations of law.
- ◆ Claims covered by insurance or by warranties of other manufacturers.
- ◆ Claims seeking compensation for legal fees or loss of wages.
- ◆ Claims seeking compensation for personal injury or mental anguish.
- ◆ Claims seeking punitive damages.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Volkswagen.

## **OTHER IMPORTANT INFORMATION**

- ◆ The customer must own or lease the vehicle throughout the entire arbitration process.
- ◆ If the customer files suit or a state administrative action against Volkswagen prior to the completion of the arbitration process, Volkswagen will not be obligated to continue with the arbitration.

- ◆ A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state's minimum requirements.

**The BBB will let the parties know if other restrictions apply.**

# **WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW**

## **Time Period For Filing Claims**

Claims involving *wear and tear items*\* covered by the Volkswagen Limited New Vehicle Warranty must be received by the BBB within one year or 12,000 miles – whichever comes first – of the date the vehicle was originally placed in service.

All other claims must be received by the BBB within two years or 24,000 miles – whichever comes first – of the date the vehicle was originally placed in service.

## **Eligible Claims**

Claims must allege a defect in material or workmanship covered by the Volkswagen Limited New Vehicle Warranty.

Unless the customer is seeking reimbursement for past repairs, the vehicle must have a current defect.

## **Eligible Vehicles**

The customer's vehicle must be:

- ◆ Owned or leased in the name of an individual; or
- ◆ Used primarily for personal, family or household purposes.

## **Remedies For Warranty Claims**

The arbitrator may award the following remedies:

- ◆ Repairs.
- ◆ Reimbursement for money the customer paid to repair the vehicle pursuant to the terms of the Volkswagen Limited New Vehicle Warranty.
- ◆ Reimbursement for reasonably incurred towing costs and car rental costs – excluding car rental costs incurred for same day service.
- ◆ Repurchase of the vehicle.
- ◆ Replacement of the vehicle if it was purchased or leased new.

## **Repairs/Reimbursement For Repairs**

The arbitrator may award repairs to, or reimbursement for money paid for the repair of, defects in material or workmanship. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

---

\* Items replaced for wear and tear such as manual transmission clutch friction material; brake pads worn below manufacturer specs; light bulbs (excluding Halogen headlights and instrument panel bulbs); seat covers; carpeting; and replacement of rubber wiper blade inserts.

## SUMMARY OF THE GEORGIA LEMON LAW

The following is a brief explanation of most relevant provisions of the Georgia Lemon Law, codified at Georgia Code Section 10-1-780 *et seq.*

### VEHICLES COVERED

The Georgia Lemon Law covers a new motor vehicle that was leased or purchased in Georgia or registered in Georgia by the original consumer. This includes a demonstrator vehicle and the self-propelled vehicle and chassis of a motor home. It does not include motorcycles, golf carts, trucks with a G.V.W. rating greater than 12,000 pounds, or vehicles that are bought used.

### CONSUMERS COVERED

The Georgia Lemon Law covers a consumer who purchases or leases a new motor vehicle for personal, family, or household purposes. It also covers a business that purchases or leases no more than ten new motor vehicles a year for business purposes other than providing limousine rental services.

### PROBLEMS COVERED

The Lemon Law covers vehicle nonconformities. A nonconformity is a defect, **serious safety defect**, or condition that substantially impairs the use, value, or safety of a new motor vehicle to the consumer, or renders the new motor vehicle nonconforming to a **warranty**. A nonconformity does not include a defect, a serious safety defect, or a condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle.

“Serious safety defect” means a life-threatening defect or a malfunction that impedes the consumer’s ability to control or operate the motor vehicle for ordinary use or reasonable intended purposes or creates a risk of fire or explosion.

“Warranty” means any manufacturer’s express warranty or any affirmation of fact or promise made by the manufacturer in connection with the sale of a new motor vehicle to a consumer concerning the vehicle’s materials, workmanship, operation, or performance which becomes part of the basis of the bargain. The term shall not include any extended coverage purchased by the consumer as a separate item or any statements made by the dealer in connection with the sale of the motor vehicle to a consumer which relate to the nature of the material or workmanship and affirm or promise that such material or workmanship is free of defects or will meet a specified level of performance.

This information is not intended as legal advice.  
Please direct specific questions to the Georgia Department of Law, Consumer Protection Unit  
© 2017, Council of Better Business Bureaus, Inc.

Georgia Lemon Law

## Repurchase Or Replacement

If a repurchase or replacement is awarded in a claim that does not meet all standards of the Georgia Lemon Law, the arbitrator may award up to the following remedies:

- ♦ **Owned vehicle repurchase** – The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- ♦ **Leased vehicle repurchase** – To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- ♦ **Replacement of a vehicle purchased or leased new** – The customer will receive a vehicle that is substantially identical to the current vehicle (not including modifications or additions after the vehicle's purchase/lease). The Manufacturer's Suggested Retail Price (M.S.R.P.) of the replacement vehicle may not exceed 105% of the M.S.R.P. of the current vehicle. If the replacement vehicle is new, the customer will also be required to pay for the current vehicle's use as set out in the "Use Deduction/Payment" provision below.

**Important:** Replacement is not an available remedy if the current customer purchased or leased a used vehicle.

## Deductions/Exclusions From A Repurchase Or Replacement Award

- ♦ The repurchase award will be reduced, or the replacement award will require payment, for the customer's use of the vehicle in accordance with the following formula:

$$\begin{array}{l} \text{Use} \\ \text{Deduction/} \\ \text{Payment} \end{array} = \frac{\text{\# miles attributable to the customer} \\ \text{at the time of the arbitration hearing}}{100,000} \times \begin{array}{l} \text{Vehicle purchase} \\ \text{price or gross} \\ \text{capitalized cost} \end{array}$$

- ♦ The award will be reduced or require payment for damage to the vehicle exceeding normal wear and tear.
- ♦ The award will not include debt from a previous transaction.
- ♦ The award will not include any manufacturer rebate the customer received or used as a downpayment or capitalized cost reduction.

## **REPORT AND REPAIR OF NONCONFORMITIES**

Nonconformities must be reported during the **lemon law rights period**, which is the period ending two years after the date of the original delivery of a new motor vehicle to a consumer OR the first 24,000 miles of operation after delivery of a new motor vehicle to a consumer, whichever occurs first.

If a consumer reports a nonconformity during the lemon law rights period, the manufacturer, its authorized agent or dealer must be allowed a **reasonable number of attempts** to repair and correct the nonconformity.

## **REASONABLE NUMBER OF REPAIR ATTEMPTS**

A reasonable number of attempts shall be deemed to have been undertaken by the manufacturer, its authorized agent or the dealer if, during the lemon law rights period:

1. A serious safety defect has been subject to repair one time and has not been corrected;
2. The same nonconformity that is not a serious safety defect has been subject to repair three times and has not been corrected; or
3. The vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days.

If the lemon law rights period should expire while the vehicle is being repaired, the lemon law rights period is extended until that repair attempt has been completed.

“Repair attempt” means the replacement of a component or some adjustment made to correct a nonconformity. An examination of a reported nonconformity, without any adjustment or component replacement, may constitute a repair attempt if it is later shown that repair work was justified. An examination or repair performed by any person not authorized by the manufacturer or its authorized agent is not considered a repair attempt. If the new motor vehicle is a motor home and the consumer goes to a repair facility for repair of a nonconformity while traveling, and that facility does not have the necessary part(s) to perform the repair, and the consumer elects to continue traveling and seek repair of the nonconformity at another repair facility rather than wait for the initial facility to get the part(s), then the visit to the initial repair facility does not constitute a repair attempt.

An “out of service” day means any day, including weekends and legal holidays, when a vehicle is left at a repair facility of the manufacturer’s agent or dealer for examination or repair of a nonconformity. The number of out of service days for each visit commences the day the vehicle is brought to the facility for that repair work and ends the day the work is completed. Out of service days do not include (1) any day a vehicle is dropped off at the repair facility after close of business; or (2) any day on which the vehicle is left at the repair facility exclusively for routine maintenance; for repair of problems not

This information is not intended as legal advice.  
Please direct specific questions to the Georgia Department of Law, Consumer Protection Unit  
© 2017, Council of Better Business Bureaus, Inc.

Georgia Lemon Law

found to be nonconformities; or for repair of nonconformities after the expiration of the lemon law rights period.

### **MANUFACTURER'S RIGHT TO FINAL OPPORTUNITY TO REPAIR**

If the manufacturer, its agent, or the new motor vehicle dealer is unable to repair and correct a serious safety defect or the same nonconformity after a **reasonable number of attempts** (as described on page 11), the consumer must notify the manufacturer and allow a final opportunity to repair. (The requirement for a final opportunity to repair does not apply if the vehicle was out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days within the lemon law rights period.)

This notice must be sent by *certified mail*, return receipt requested, or by *statutory overnight delivery* to the address provided by the manufacturer and must include relevant information about the vehicle, the nonconformity, and the previous repair attempts. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within 7 days of receiving the consumer's notice. The manufacturer must complete the final repair attempt within 28 days after receiving the consumer's notice.

However, if the consumer delivers the vehicle to the repair facility more than 14 days after the manufacturer received the consumer's notice, the 28 day period is extended and the manufacturer has 14 days from the date the consumer delivers the vehicle to the repair facility to complete the final repair attempt.

If the manufacturer fails to notify the consumer or complete the final repair within the time periods prescribed above, the final opportunity to repair requirement shall not apply.

Notice sufficiently complies with "statutory overnight delivery" if (1) the notice is delivered through the United States Postal Service (USPS) or through a commercial firm regularly engaged in the business of document and/or package delivery; (2) the document is to be delivered not later than the **next business day** following the day on which it is received for delivery by USPS or the commercial firm; and (3) the sender receives a receipt, signed by the addressee or its agent, acknowledging receipt of the document.

### **MANUFACTURER'S OBLIGATION TO REPURCHASE OR REPLACE**

If the nonconformity is not corrected after the final opportunity to repair, or if the vehicle was out of service by reason of repair to any nonconformities for a cumulative total of 30 days within the lemon law rights period, the consumer must request, by *certified mail*, return receipt requested, or *statutory overnight delivery* that the manufacturer either replace or repurchase the vehicle. The manufacturer must, within 20 days of receipt of this last request, replace or repurchase the vehicle.

This information is not intended as legal advice.  
Please direct specific questions to the Georgia Department of Law, Consumer Protection Unit  
© 2017, Council of Better Business Bureaus, Inc.

Georgia Lemon Law

## DISPUTE RESOLUTION

If the manufacturer participates in an informal dispute resolution mechanism that has been certified by the Georgia Lemon Law Administration, then a consumer must submit a dispute under the Lemon Law to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. A consumer must exhaust any certified informal dispute resolution procedure and the Georgia new motor vehicle arbitration panel remedy before filing any superior court action. The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism.

If a decision is not rendered by the informal dispute mechanism **within forty (40) days of filing**, the consumer will become eligible to apply for arbitration by the Georgia new motor vehicle arbitration panel.

## PERIOD FOR FILING CLAIMS

A consumer must file a claim with a certified informal dispute resolution mechanism within **one year after the expiration of the lemon law rights period**.

A consumer who rejects the decision or determination of a certified informal dispute resolution mechanism may request a hearing with the state-administered panel by requesting, completing, and submitting forms to the Georgia Lemon Law Administration, within **sixty (60) days** from the date the certified mechanism concludes its proceedings or within **one year after expiration of the lemon law rights period**, whichever occurs later. To request a state arbitration application, please call (404) 651-8600 or (800) 869-1123, or visit [www.consumer.georgia.gov](http://www.consumer.georgia.gov).

## **REMEDIES UNDER THE GEORGIA LEMON LAW**

### **REPURCHASE OF AN OWNED VEHICLE**

The Georgia Lemon Law sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the Lemon Law:

1. *Purchase price.* This means the cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle
2. *Collateral charges.* Collateral charges are those charges incurred by a consumer as a result of the purchase of the vehicle. Collateral charges include but are not limited to:
  - Sales tax;
  - Title charges;
  - Factory or dealer installed options; and
  - Earned finance charges
3. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
4. *Reasonable offset for use.* A reasonable offset for the consumer's use is subtracted from the amounts paid to the consumer. The Lemon Law provides that the reasonable offset for use is computed using the following formula:

$$\text{reasonable offset} = \frac{\text{\#miles directly attributable to use by consumer before vehicle for repair of nonconformity}}{120,000 \text{ (90,000 for motor home)}} \times \text{vehicle's purchase price}$$

Refunds under this provision will be made to the consumer and to the lien holder of record, if applicable.

### **REPLACEMENT OF AN OWNED VEHICLE**

If a manufacturer replaces an owned vehicle under the Georgia Lemon Law, it must give the consumer a new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase. In addition to replacing the vehicle, the manufacturer must pay the consumer for:

This information is not intended as legal advice.  
Please direct specific questions to the Georgia Department of Law, Consumer Protection Unit  
© 2017, Council of Better Business Bureaus, Inc.

Georgia Lemon Law

1. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
2. *Charges.* All charges that the consumer will incur as a result of the replacement transaction.

**REPURCHASE OF A LEASED VEHICLE**

For repurchase of a leased vehicle, the Georgia Lemon Law requires that the manufacturer pay certain amounts to the lessor and to the lessee. A repurchase award will consist of the following amounts that the manufacturer must pay to the lessee and the lessor:

To the lessee:

1. *Lessee cost.* An amount equal to all payments made by the lessee under the lease agreement, including but not limited to, the aggregate payment made at the inception of the lease agreement or contract, inclusive of any allowance for a trade-in vehicle, and all other lease payments made by or on behalf of the lessee.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repair of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.
3. *Reasonable offset for use.* A reasonable offset for the lessee's use of the nonconforming vehicle is subtracted from the amounts paid to the lessee. The Georgia Lemon Law provides that the reasonable offset for use is computed using the following formula:

$$\begin{array}{rcl}
 \text{reasonable} & \text{\#miles directly attributable to use by} & \text{agreed upon} \\
 \text{offset} = & \text{consumer before consumer first delivered} & \text{value of vehicle} \\
 & \text{vehicle for repair of nonconformity} & \text{shown in lease} \\
 & \text{-----} & \text{agreement} \\
 & \text{120,000 (90,000 for motor home)} & 
 \end{array}$$

To the lessor:

1. An amount equal to 110 percent of the adjusted capitalized cost shown in the lease agreement for the nonconforming vehicle.

This information is not intended as legal advice.  
 Please direct specific questions to the Georgia Department of Law, Consumer Protection Unit  
 © 2017, Council of Better Business Bureaus, Inc.

After the manufacturer pays the amount to the lessor, and after the lessee pays the lessor any past due payments, the lease agreement is terminated, with no penalty for early termination.

### **REPLACEMENT OF A LEASED VEHICLE**

If a manufacturer replaces a leased vehicle, the Georgia Lemon Law requires the manufacturer to give the lessee a new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as that vehicle existed at time it was leased. All terms of the existing lease contract will remain in effect, except for the terms of the agreement that identified the vehicle. In addition to replacing the vehicle, the manufacturer must pay the lessor and/or the lessee for certain *charges and incidental costs* as defined below:

1. *Charges.* All charges that **either the lessor or the lessee, or both**, will incur as a result of the replacement transaction.
2. *Incidental costs.* Incidental costs are any reasonable expenses incurred **by the lessee** in connection with the repair of the vehicle, including but not limited to:
  - Payments to dealers for attempted repairs of nonconformities;
  - Towing charges; and
  - Costs of obtaining alternative transportation.

Gold Membership



Form AD22 GA (03/11)

**IF YOU'RE IN AN ACCIDENT**

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

**TO REPORT A CLAIM**

Call 1-800-274-4499 or go to [claims.progressive.com](http://claims.progressive.com).

Use your own repair shop, or choose one in our network. Or, let us manage the process start-to-finish at our Service Center in Decatur, GA.

**PROGRESSIVE**

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

**GEORGIA INSURANCE POLICY INFORMATION CARD**

Policy Number: [REDACTED] NAIC Number: [REDACTED]  
 Original Issue Date: 08/21/2018 Expiration Date: 02/21/2019  
 Insurer: Progressive Premier Ins Co of FL 1-800-776-4737  
 PO Box 31260 Tampa, FL 33631

**Named Insured(s):**

Year	Make	Model	VIN
2015	Volkswagen	Jetta	3VW2K7AJ8FM [REDACTED]

The current status of actual motor vehicle liability insurance coverage is maintained by the Georgia Department of Motor Vehicle Safety and is accessible to law enforcement agencies upon a check of the vehicle registration.

Keep this card in your motor vehicle while in operation.

**Georgia Department of Revenue**

**GEORGIA TEMPORARY LICENSE NUMBER:** [REDACTED]

**VIN:** 3VW2K7AJ8FM [REDACTED] **YEAR:** 2015 **COLOR:** GRY/GRY  
**CONTROL:** [REDACTED] **MAKE:** VOLK **MODEL:** JETTA BASE/S

TEMPORARY REGISTRANT INFORMATION

[REDACTED]  
 ATLANTA, GA [REDACTED]

DEALER INFORMATION

HERITAGE VOLKSWAGEN INC  
 4305 JONESBORO ROAD  
 UNION CITY, GA 30291

**ISSUED:** FEB 28, 2015  
**EXPIRES:** APR 14, 2015

**DEALER NO.:** [REDACTED]

ARTHUR E. FERDINAND  
 FULTON COUNTY TAX COMMISSIONER  
 141 PRYOR STREET, SW SUITE 2097  
 ATLANTA GA 30303  
 (404) 613-6100

**STATE OF GEORGIA  
MOTOR VEHICLE REGISTRATION**

3VW2K7AJ8FM [REDACTED]	MAIL FEE	1.00
001W10/17/2016 WEB	STANDARD TAG FEE	20.00
	TOTAL FEES PAID	21.00

3VW2K7AJ8FM [REDACTED] - 2015 VOLK JETTA BASE/S 4S  
 Tag Number: [REDACTED] Expires: 11/04/2017  
 Valuation: [REDACTED] \$4660 Tag Fee: 20.00  
 Title Number: [REDACTED] Equip. No:  
 County: 001 District: 25 Mill Rate: Fuel: G  
 Farm Vehicle? N GVW: Color: GRY/GRY  
 Classification: PASSENGER CAR/LIGHT TRUCKS  
 Insurance Status: VALID INSURANCE COVERAGE  
 Customer 1 No: [REDACTED] Customer 2 No:

PURCH DT: 02/28/2015

ATLANTA GA [REDACTED]

10/3/2018

Volkswagen Customer CARE [REDACTED]

From: VW Experience <VWExperience@vw.com>

To: [REDACTED]

Subject: Volkswagen Customer CARE [REDACTED]

Date: Thu, Sep 20, 2018 12:40 pm

---

Reference # [REDACTED]

Hello,

While we're working your case, we wanted to make it as convenient for you as possible.

A member from our Region Case Manager team will be reaching out to your dealership and will follow up with you by the close of business on 09/21/18. If you have any additional information or would prefer an update by email, please feel free to reply back.

You can also check on the progress of your case by chatting with us at [www.vw.com](http://www.vw.com). Please use reference number [REDACTED] to make it easier to locate your case.

Sincerely,

Your Region Case Manager Team

10/3/2018

Volkswagen Customer CARE [REDACTED]

From: VW Experience <VWExperience@vw.com>

To: [REDACTED]

Subject: Volkswagen Customer CARE [REDACTED]

Date: Wed, Sep 19, 2018 4:48 pm

---

Reference # [REDACTED]

Dear [REDACTED],

It was nice talking to you today.

As you requested, your case number is at the top of this email and in the subject line.

If I can be of future assistance, don't hesitate to call at 800-822-8987. You can also reply to this email or chat with us on [vw.com/contact](http://vw.com/contact).

Sincerely,

Kristen H  
Customer CARE Advocate



CUSTOMER #: [REDACTED]

\*INVOICE\*

**VOLKSWAGEN ATLANTA**

5901 Peachtree Industrial Blvd. · Atlanta, GA 30341

Main: (770) 458-6811

www.jimellis.com

ATLANTA, GA [REDACTED]

PAGE 1

HOME:

CONT: [REDACTED]

BUS:

CELL: [REDACTED]

SERVICE ADVISOR: 2402 Joshua Jamison

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GRAY	15	VOLKSWAGEN JETTA	3VW2K7AJ8FM [REDACTED]		4094 / 4094	[REDACTED]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28FEB15 IS							
28FEB15 DD	16AUG14		WAIT 30MAY15			CASH	30MAY15

R.O. OPENED	READY	OPTIONS:	DLR:	ENG:
10:09 30MAY15	10:41 30MAY15		[REDACTED]	2.0_Liter_F.I.

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	57F6						

REC RECALL

173222 W  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00  
 4094 sw update to the bcm completed

\*\*\*\*\*

B CHECK REMOTE TRUNK OPERATION.

MISC MISC

173222 ISP  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00  
 4094 NO ISSUES FOUND. YOU MUST HOLD THE BUTTON DOWN UNTIL THE TRUNK  
 OPENS.

\*\*\*\*\*

C VW MULTI POINT INSPECTION - \$49.95 VALUE LIGHT SERVICE CAR WASH -  
 \$12.95 VALUE NEXT SERVICE DUE:

CAUSE: COMPLETED VW MULTI-POINT INSPECTION

MISC MISC

173222 ISP  
 ISP L  
 173222 C  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C) 0.00  
 4094 completed

\*\*\*\*\*

Please read carefully the statement below, and sign, 72 hours after completion of work on the vehicle, I will incur a storage fee of \$10.00 a day, I, the undersigned, agree to pay all court costs and a reasonable attorney's fee and, or collection agency fee.

**ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE.**

"The Factory Warranty constitutes all of the warranties with respect to the seller of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes an other person to assume for it any liability in connection with the sale of this item/items."

**TERMS STRICTLY CASH UNLESS ARRANGEMENTS MADE**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE



CUSTOMER #: [REDACTED]

\*INVOICE\*

VOLKSWAGEN ATLANTA

5901 Peachtree Industrial Blvd. Atlanta, GA 30341  
Main: (770) 458-6811  
www.jimellis.com

ATLANTA, GA [REDACTED]  
HOME: [REDACTED] CONT [REDACTED]  
BUS: [REDACTED] CELL [REDACTED]

PAGE 1

SERVICE ADVISOR: 2345 SCOTT KUEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GRAY	15	VOLKSWAGEN JETTA	3VW2K7AJ8FM [REDACTED]		13644/13644	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28FEB15 IS							
28FEB15 DD	16AUG14		17:00 19FEB16			CASH	19FEB16
R.O. OPENED	READY	OPTIONS:	DLR:	ENG:2.0_Liter_F.I.			
13:08 18FEB16	10:45 19FEB16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUST STATES SMELLS OIL BURNING AND VEH HAS AN OIL LEAK. ADVISE. NOTE:  
SEE NEW OIL PAN IN NOVEMBER

CAUSE:

REP CUST STATES SMELLS OIL BURNING AND VEH HAS AN  
OIL LEAK. ADVISE. NOTE: SEE NEW OIL PAN IN  
NOVEMBER

1421 W  
1 1TD-129-684 PIPE

(N/C)  
(N/C)

FC:  
PART#:  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
\*

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

13644 INSPECTED REPAIR THAT WAS PERFORMED AT LAST VISIT. TECH FOUND  
OIL PAN TO NOT BE THE CAUSE OF THE LEAK. TECH AND SHOP FORMAN INSPECTED  
VEHICLE AND FOUND THAT THE AIR PIPE THAT CONNECTS TO THE THROTTLE BODY  
HAD BEEN LEAKING. TECH REMOVED PIPE FROM THROTTLE BODY AND CLEANED OFF  
OIL THAT HAD BEEN COMING OUT. AFTER CLEANING AREA TECH REINSTALLED PIPE  
TO THROTTLE BODY AND TEST DROVE VEHICLE AND INSPECTED PIPE. TECH FOUND  
THAT PIPE WOULD NOT STAY IN PLACE. TECH ORDERED NEW PIPE PER SHOP  
FORMAN RECOMMENDATION. TECH REMOVED OLD PIPE AND INSTALLED NEW PIPE.  
TEST DROVE VEHICLE AND UPON RETURNING TO SHOP INSPECTED PIPE AND  
CHECKED FOR LEAKS. FOUND NO LEAKS PRESENT AT THIS TIME.

\*\*\*\*\*

B VW MULTI POINT INSPECTION

CAUSE:

MPI VW MULTI POINT INSPECTION  
1421 ISP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

13644 INSPECTION COMPLETED

\*\*\*\*\*

C CUST STATES STUFFING COMING ON OUT FROM UNDER DRIVERS SEAT - FOAM.

Please read carefully the statement below, and sign, 72 hours after completion of work on the vehicle, I will incur a storage fee of \$10.00 a day, I, the undersigned, agree to pay all court costs and a reasonable attorney's fee and, or collection agency fee.

ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE.

"The Factory Warranty constitutes all of the warranties with respect to the seller of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes an other person to assume for it any liability in connection with the sale of this item/items."

TERMS STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE



CUSTOMER #: [REDACTED]

\*INVOICE\*

**VOLKSWAGEN ATLANTA**

5901 Peachtree Industrial Blvd. · Atlanta, GA 30341

Main: (770) 458-6811

www.jimellis.com

ATLANTA, GA [REDACTED]

PAGE 2

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 2345 SCOTT KUEHL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GRAY	15	VOLKSWAGEN JETTA	3VW2K7AJ8FM [REDACTED]		13644/13644	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28FEB15 IS							
28FEB15 DD	16AUG14		17:00 19FEB16			CASH	19FEB16
R.O. OPENED	READY	OPTIONS: DLR: [REDACTED] ENG: 2.0_Liter_F.I.					
13:08 18FEB16	10:45 19FEB16						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

ADVISE.

REP CUST STATES STUFFING COMING ON OUT FROM UNDER DRIVERS SEAT - FOAM. ADVISE.

1421 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00 (N/C)

13644 TECH INSPECTED TO SEE WHERE FOAM IS FALLING FROM. TECH WAS NOT ABLE TO SEE WHERE FOAM HAD BEEN FALLING FROM. CUSTOMER WILL HAVE TO TAKE PICTURES OR VIDEO SO THAT CONCERN CAN BE DUPLICATED.

\*\*\*\*\*

EST: 0.00 18FEB16 13:08 SA: 2345



Please read carefully the statement below, and sign, 72 hours after completion of work on the vehicle, I will incur a storage fee of \$10.00 a day, I, the undersigned, agree to pay all court costs and a reasonable attorney's fee and, or collection agency fee.

**ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE.**

"The Factory Warranty constitutes all of the warranties with respect to the seller of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes an other person to assume for it any liability in connection with the sale of this item/items."

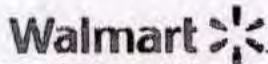
**TERMS STRICTLY CASH UNLESS ARRANGEMENTS MADE**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
<b>PLEASE PAY THIS AMOUNT</b>	<b>0.00</b>

CUSTOMER SIGNATURE



770-429-9029 Mgr: JIKOVEY MCCURDY

210 COBB PKWY S  
MARIETTA GA 30060

ST# 05390 OPN 005550 TEN 90 TRN 02570  
AUTOMOTIVE BATTERY DATE VERIFICATION  
U 605300004500

DESCRIPTION: MAXX-H6  
DATE: 09/16/10 12:28:25  
AUTOMOTIVE BATTERY RETURN REQUIREMENTS

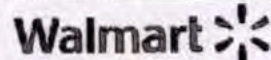
RECEIPT IS NECESSARY TO VALIDATE DATE  
OF PURCHASE FOR WARRANTY ADJUSTMENTS.  
ADJUSTMENTS WITH OUT RECEIPT WILL BE  
MADE USING THE MANUFACTURE DATE OF  
BATTERY.

PLEASE KEEP RECEIPT FOR YOUR RECORDS  
TC# 5316 9526 6991 3061 1364 7



PLEASE KEEP THIS COPY FOR YOUR RECORDS

See back of receipt for your chance  
to win \$1000 ID #: [REDACTED]



770-429-9029 Mgr: JIKOVEY MCCURDY...  
210 COBB PKWY S...  
MARIETTA GA 30060...  
ST# 05390 OPN 005550 TEN 90 TRN 02570  
THE ITEMS FOLLOW

ORDER NUMBER [REDACTED]  
PRODUCT SERIAL N. JCH20031560827  
MAXX-H6 060538000450 119.76 X  
BATT CORE FE 060113107867 12.00 T  
THE ITEMS COMPLETE  
SUBTOTAL 131.76

\*\*VOIDED ENTRY\*\*  
BATT CORE FE 060113107867 12.00 T  
SUBTOTAL 119.76  
TAX 1 6.00 \$ 7.19  
TOTAL 126.95  
ECA CHECK TEND 126.95  
CHARGE DUE 0.00

When you pay by check, you authorize  
us to use this information to process  
an Electronic Funds Transfer (EFT) or  
a draft drawn on your account, or to  
process the payment as a check. If  
payment is returned unpaid, you  
authorize collection of your payment  
and the Return Fee below by EFT(s) or  
draft(s) drawn on your account. Call  
888-905-3388 with any questions  
RETURN FEE AMOUNT 30.00

#####  
DUPLICATE RECEIPT #####  
#####  
N ITEMS SOLD 1  
TC# 5316 9526 6991 3061 1364 7



\*\*\*\*\*SAVE RECEIPT\*\*\*\*\*  
\* RETURN OLD BATTERY FOR PROPER \*  
\* RECYCLING AND REFUND OF BATTERY \*  
\* ... DEPOSIT WITH THIS RECEIPT ... \*  
\*\*\*\*\*09/16/10 12:28:25\*\*\*\*\*  
Scan with Walmart app to save receipts



WALMART  
 210 COBB PKWYS  
 MARIETTA, GA 30060 US  
 (770)429-9029  
 LLC#

Service Order:



165781

09-16-2018	[REDACTED]		
[REDACTED]	ATLANTA, GA [REDACTED]		
YEAR 2015	MAKE VOLKSWAGEN	MODEL JETTA	COLOR Silver
LICENSE [REDACTED]	ODOMETER 36389	CUSTOMER ARRIVAL TIME 2018-09-16 11:27 AM	SERVICE COMPLETED TIME 2018-09-16 12:22 PM

Service Description	Service
BATTERY SERVICE	110.76
- Tire Pressure - Dry Front - CHECKED, 36	- Tire Pressure - Dry Rear - CHECKED, 36
- Tire Pressure - Pass Front - CHECKED, 36	- Tire Pressure - Pass Rear - CHECKED, 36
WM BATTERY INSTALL	110.76
- Core Charge - NO ACTION	- Replace Battery - Primary Batt - REPT ACU 110.76

Merchandise Description	Quantity	Unit Price	Merchandise
MAXX-116	1	110.76	110.76

Customer Comments	Total (Excluding Tax & Govt. Fees) 110.76
Technician Comments JCH120031568827	<p align="center"><b>DISCLAIMER</b></p> <p>I authorize the stated service to be completed with the necessary materials.          I give permission to operate the vehicle.  <b>UNDERSTAND</b>          1. Walmart is not responsible for loss/damage to the vehicle or items left in it.          2. Walmart does not inspect tires to determine if they are safe. Only the service in the service order is performed. Tires are not inspected for condition that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear).          3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, or bulges on the tire tread wear.          An express mechanic's lien is hereby acknowledged on this vehicle for the amount of services performed.          Driving conditions will affect the safety and performance of my tires.</p> <p align="right">09-16-2018</p> <p>CUSTOMER SIGNATURE _____ DATE _____</p>

I have read and fully understand that my motor vehicle had a low oil level when I brought it to Walmart for an oil change. This was pointed out to me when I was being serviced. Walmart to change the oil. I will not hold Walmart responsible for any damage to my motor vehicle by the low oil level.

5/25/18

10/11

BATTERY TECHNICIAN: JESSIE 5581  
 OIL CHANG TECHNICIAN: JESSIE 5581  
 SERVICE GREETER: TYLER 5580

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES.



CUSTOMER #: [REDACTED]

\*INVOICE\*

**VOLKSWAGEN ATLANTA**

DUPLICATE 1  
PAGE 1

5901 Peachtree Industrial Blvd. Atlanta, GA 30341  
Main: (770) 458-6811  
www.jimellis.com

ATLANTA, GA [REDACTED]  
HOME: [REDACTED] CONT [REDACTED]  
BUS: [REDACTED] CELL [REDACTED]

SERVICE ADVISOR: 1181 LEONEL LEYVA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GRAY	15	VOLKSWAGEN JETTA	3VW2K7AJ8FM [REDACTED]		36662/36460	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28FEB15 IS			18:00 02OCT18			CASH	02OCT18
28FEB15 DD	16AUG14						
R.O. OPENED	READY	OPTIONS: DLR [REDACTED] ENG:2.0_Liter_F.I.					
18:03 19SEP18	12:19 02OCT18						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A ELECTRICAL SYSTEM DIAGNOSIS-CUSTOMER STATES THE KEY IS GETTING STUCK ON THE IGNITION

**ELE ELECTRICAL SYSTEM DIAGNOSIS**

7561 C 0.00 0.00 0.00 0.00 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

36458 PERFORMED AN ELECTRICAL SYSTEM DIAGNOSIS. WAS ABLE TO RECREATE THE PROBLEM THE CLIENT WAS HAVING. RECOMMEND REPLACING THE IGNITION SWITCH HOUSING.

B VW MULTI POINT INSPECTION - \$49.95 VALUE LIGHT SERVICE CAR WASH - \$12.95 VALUE NEXT SERVICE DUE:

CAUSE: COMPLETED VW MULTI-POINT INSPECTION

MPI VW MULTI POINT INSPECTION - \$49.95 VALUE

LIGHT SERVICE CAR WASH - \$12.95 VALUE NEXT SERVICE DUE:

7561 C 0.00 0.00 0.00 0.00 0.00 0.00

**RF COMPLIANCE FEE**

2.95 2.95 2.95

PARTS: 0.00 LABOR: 0.00 OTHER: 2.95 TOTAL LINE B: 2.95

C\*\* IGNITION SWITCH HOUSING

MISC MISC 7561 C 423.99 423.99

1 5C6-905-841 STEERLOCK 141.93

2 N-905-845-02 BOLT 5.44

PARTS: 147.37 LABOR: 423.99 OTHER: 0.00 TOTAL LINE C: 571.36

36460 REMOVED AND REPLACED IGNITION HOUSING .RECHECKED AFTER REPAIRS AND WORKING AS PER DESIGN

EST: 2.95 19SEP18 18:03 SA: 1181

SEP 20 2018

\$153.63

CUSTOMER PAY SUPPLY FEE FOR REPAIR ORDER OFFERED RENTAL BUT CUSTOMER DECLINED

[REDACTED] CK 39.95

Please read carefully the statement below, and sign, 72 hours after completion of work on the vehicle, I will incur a storage fee of \$10.00 a day, I, the undersigned, agree to pay all court costs and a reasonable attorney's fee and, or collection agency fee.

**TERMS STRICTLY CASH UNLESS ARRANGEMENTS MADE ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE.**

"The Factory Warranty constitutes all of the warranties with respect to the seller of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes an other person to assume for it any liability in connection with the sale of this item/items."

**AUTHORIZATION FOR REPAIR AND DISCLAIMER FOR DELAY, LOSS OR DAMAGE**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X  
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	423.99
PARTS AMOUNT	147.37
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	42.90
TOTAL CHARGES	614.26
LESS INSURANCE	0.00
SALES TAX	14.99
PLEASE PAY THIS AMOUNT	629.25



CUSTOMER #: [REDACTED]

\*INVOICE\*

**VOLKSWAGEN ATLANTA**

5901 Peachtree Industrial Blvd. Atlanta, GA 30341

Main: (770) 458-6811

www.jimellis.com

PAGE 1

ATLANTA, GA [REDACTED]  
HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1181 LEONEL LEYVA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GRAY	15	VOLKSWAGEN JETTA	3VW2K7AJ8FM [REDACTED]		36458/36459	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28FEB15 IS			08:00 20SEP18			CASH	20SEP18
R.O. OPENED	READY	OPTIONS:	DLR:	ENG:			
18:03 19SEP18	14:54 20SEP18		[REDACTED]	ENG:2.0_Liter_F.I.			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A ELECTRICAL SYSTEM DIAGNOSIS-CUSTOMER STATES THE KEY IS GETTING STUCK ON THE IGNITION

**ELE ELECTRICAL SYSTEM DIAGNOSIS**

7561 C 135.99 135.99  
 PARTS: 0.00 LABOR: 135.99 OTHER: 0.00 TOTAL LINE A: 135.99  
 36458 PERFORMED AN ELECTRICAL SYSTEM DIAGNOSIS. WAS ABLE TO RE  
 CREATE THE PROBLEM THE CLIENT WAS HAVING. RECOMMEND REPLACING THE  
 IGNITION SWITCH HOUSING.

B VW MULTI POINT INSPECTION - \$49.95 VALUE LIGHT SERVICE CAR WASH -  
 \$12.95 VALUE NEXT SERVICE DUE:  
 CAUSE: COMPLETED VW MULTI-POINT INSPECTION  
 MPI VW MULTI POINT INSPECTION - \$49.95 VALUE  
 LIGHT SERVICE CAR WASH - \$12.95 VALUE NEXT  
 SERVICE DUE:

7561 C 0.00 0.00  
 RF COMPLIANCE FEE 2.95 2.95  
 PARTS: 0.00 LABOR: 0.00 OTHER: 2.95 TOTAL LINE B: 2.95

EST: 2.95 19SEP18 18:03 SA: 1181

CUSTOMER PAY SUPPLY FEE FOR REPAIR ORDER 13.60

Please read carefully the statement below, and sign, 72 hours after completion of work on the vehicle, I will incur a storage fee of \$10.00 a day, I, the undersigned, agree to pay all court costs and a reasonable attorney's fee and, or collection agency fee.

**TERMS STRICTLY CASH UNLESS ARRANGEMENTS MADE  
ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED OTHERWISE.**

"The Factory Warranty constitutes all of the warranties with respect to the seller of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes an other person to assume for it any liability in connection with the sale of this item/items."

**AUTHORIZATION FOR REPAIR AND DISCLAIMER FOR DELAY, LOSS OR DAMAGE**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X  
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	135.99
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	16.55
TOTAL CHARGES	152.54
LESS INSURANCE	0.00
SALES TAX	1.09
<b>PLEASE PAY THIS AMOUNT</b>	<b>153.63</b>

Atlanta, GA

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL**



7018 0680 0001 7600 8501



1028



20590

U.S. POSTAGE PAID  
FCM LG ENV  
ATLANTA, GA  
30327  
OCT 26 '18  
AMOUNT

**\$8.04**  
R2304H108754-11

US Department of Transportation  
National Highway Traffic Safety  
Administration  
Office of Defects Investigation (NVS-210)  
1200 New Jersey Ave, SE - West Building  
Washington, DC 20590

RETURN RECEIPT  
REQUESTED

W48-226