

DP04-001

BMW

3/29/04

**ATTACHMENT 1, 2, 5, 6,
8, 9, 10, 11, 12, & L**

VOLUME I OF III

Dr Number	Open Date	Model Year	Model Code	VIN	Issue Title	Mileage	Home Phone	Customer Name	Address	City	State	Zipcode
1-124766435	03/01/2003	2004	3200	JT20372	Customer would like BMW to repurchase vehicle b/c lease will not connect	3000					CA	
1-145887844	11/03/2003	2004	3200 GULFV	JT20372	Customer states that vehicle going in for five month lease for term lease	4000					CA	
200401097082	01/19/2004	2004	338	KM33285	Transmission					San Diego	CA	
200403942335	03/03/2004	2004	33D	KM33382	Auto Transmission Problems					REDSTONE ARCAL		
200407280403	03/12/2004	2004	339	KM33383	Deal needed new transmission and does not want car back	600				Shawville	LA	
200403422005	03/03/2004	2004	33X	KM33776	5 days in shop in 2 1/2 yrs of ownership					Reverent	CA	
20040891018	01/08/2004	2004	330	KM34048	Just not getting calls back from dr??					Laguna Hills	CA	
200407701429	03/17/2004	2004	338	KM34089	Transmission concerns							
200408900473	03/29/2004	2004	330	KM34123	rebuild transmission							
200407080041	03/10/2004	2004	333	KM34287	Other							
200402800440	01/29/2004	2004	330	KM34388	Transmission replacement, customer upset					London	MA	
200403492182	03/03/2004	2004	328	KR28898	I am concerned about security system this early into car's life. I would like to talk to BMW rep?	9000				San Jose	CA	
200408800884	03/05/2004	2004	328	KR28924	Customer upset w/ # of problems w/ vehicle	1400				Conit Gables	FL	
200408880181	03/23/2004	2004	328	KR27902	deal wanted his car back w/out his lease					Augusta	GA	
200401403898	01/14/2004	2004	325	KR28927	Transmission hesitation, deal wants a new car	9000				Wilmington	DE	
200408000888	01/28/2004	2004	325	KR28928	Why am I getting a re-manufactured transmission					San Antonio	TX	
200404400888	02/13/2004	2004	328 sport wagon	PC12781	transmission slippage					Los Angeles	CA	
200408000884	01/28/2004	2004	328 sport wagon	PC12824	trans replaced, problems early on					Indianapolis	IN	
1-122200818	11/24/2003	2004	320C	PD00228	BMW/PLZ - dr in shop since 10/5 - 11/21 + 3x for loss of power (drives on highway)	4000				Indore Park	CA	
200408000878	03/04/2004	2004	328i sport wagon	PF03225	transmission issues					Madison	CT	
1-117080880	11/07/2003	2004	320C Coupe/Convertible	PL02748	BMW questions					FL Lutz/Orlando	FL	

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200306703245	12/29/2003	2004	325CJ	PL00220	cust has 3 weeks waiting issue	8800						
200404984384	01/09/2004	2004	325CJ	PL00305	major delay issue; locks; truck; cruise control; oil report 0000000	14800				Middle River	MD	
1-118630722	11/08/2003	2004	325CJ	PL00426	Customer wants to check because she needs a new transmission.					Dallas	GA	
200335703244	12/22/2003	2004	325CJ	PL00710	car won't start after repair, cust want to file lemon law	4600				Coal Creek	FL	
20033660206	12/22/2003	2004	325CJ	PL00741	Cust. unhappy w/ oil repair since purchase in July	18000				Baltimore	MD	
200402004578	01/20/2004	2004	325CJ	PL00682	Transmission engagement issue					Edison	NJ	
200402880712	01/29/2004	2004	325CJ	PL02217	bad transmission on replacement vehicle					Sparks	MD	
200402708897	01/27/2004	2004	325CJ	PL02280	completed about service							
200306602059	12/31/2003	2004	325CJ	PL02310	Cust. says that his vehicle is defective and would like out of the vehicle	1800				Warner	NC	
200402808328	01/29/2004	2004	325CJ	PL02318	Car needs new transmission.					Warner	NC	
200403200108	03/02/2004	2004	325CJ	PL02617	I am completely dissatisfied w/ the failure of my transmission to start in the driveway.	500						
200400708880	01/07/2004	2004	325CJ	PL02678	I refuse a new tranny. I demand a replacement vehicle	1800				Ocala	FL	
1-118630784	11/08/2003	2004	330CJ	PL18018	Customer states vehicle headlights upon pulling in reverse.					San Diego	CA	
200336604798	12/15/2003	2004	330CJ	PL18154	transmission issue					Baltimore	MD	
1-120317889	11/18/2003	2004	330CJ	PL18172	leaking coolant on vehicle					W Merick	NY	
200338402382	12/30/2003	2004	330CJ	PL18198	customer repurchase / trans. needs replaced / cust. feels car is not safe	8800				Wellington	FL	
1-7417888	08/12/2003	2004	330CJ	PL18230	Use of manufactured trans. for severely replacement	3800				Rockville	MD	
200404800488	02/17/2004	2004	330CJ	PL18270	Cust working buyback due to door issues and delayed start (non-duplication)	8800				Darien	IL	
200401800221	01/19/2004	2004	330CJ	PL18738	cust having trans issues (old car)	2500				Los Angeles	CA	

IR Number	Open Date	Model Year	Model Code	VIN	Issue Title	Billage	Home Phone	Customer Name	Address	City	State	Zipcode
200404980141	02/18/2004	2004	330C1	PL10739	trans issue back					Los Angeles	CA	
1-118882380	11/30/2003	2004	330C1	PL11185	MS auto trans?							
200332103071	12/17/2003	2004	330C1	PL11347	want to speak about getting a rental and the quality of his car	1500				San Francisco	CA	
200332203728	12/30/2003	2004	330C1	PL12088	Transmission shift delays from P to D in cold mornings					Orville	CA	
200402004461	01/23/2004	2004	330C1	PL12085	I feel as though I have been taken by BMW w/ this concern w/ the transmission.	2500				Orville	CA	
200408200495	03/02/2004	2004	330C1	PL12151	Cont. states that he has had problems with his 2004 330C1.	4000				Wesley	FL	
200401508219	01/15/2004	2004	330C1	PL12187	Diagnostic issue slipping					Goldend	WA	
200407105881	02/11/2004	2004	330C1	PL12171	ontology with unstructured lease.					Glendale	MO	
20033281079	12/04/2003	2004	330C1	PL12180	Cold Start Problems with 330C1							
200401200173	01/12/2004	2004	330C1	PL12195	Other					Racine	WI	
20033281088	12/04/2003	2004	330C1	PL12260	Products and Services							
200332203728	12/30/2003	2004	325C1 convertible	PL24088	customer seeking lease payment for lease done	7000				Wilmington	NC	
200403003275	03/04/2004	2004	325C1 convertible	PL24226	Cont complaining about transmission delay issue, wants to know when it will be fixed.					Palm Bay	FL	
1-107507891	03/09/2003	2004	325C1 convertible	PL24226	Repeated visits to dealer for transmission problems					Dayton	OH	
200407600359	03/19/2004	2004	325C1 Convertible	PL24446	AMM's Susan Malley requested that I contact cont to apologize for the wait he would due to GM's issue w/ transmission-feels safety issue	7000				New York	NY	
200403003275	03/04/2004	2004	325C1 convertible	PL24790	w/ing on transmission-feels safety issue					Palm City	FL	
200404141839	02/02/2004	2004	325C1 Convertible	PL25127	Customer upset b/c he has to wait on a transmission, now climate control problems.	10000				Orlando Beach	NC	
200404003395	02/18/2004	2004	325C1 convertible	PL25284	cont states that he is having timing problems and wants to file a complaint.	8500				Enterprise	AL	
200406798695	01/07/2004	2004	325C1 convertible	PL25481	Customer felt need to let BMW NA know about two major issues with brand new vehicle.					DUBLIN	CA	
200408600282	02/25/2004	2004	325C1 convertible	PL25470	Cont. feels she has known - would like explanation/leak tests.	4800				Clark	WV	

SR Number	Open Date	Model Year	Model Code	VIN	Issue Title	Mileage	Home Phone	Customer Name	City	State
200402806784	01/02/2004	2004	330C1 convertible	PL28264	cust waiting for new trans since July	10000			Liberal	NY
200403007965	01/09/2004	2004	330C1 convertible	PL27021	Cust is frustrated with F of repairs on his new car and wants the same compensation.	4800			Collierston	FL
200402102638	01/21/2004	2004	330C3 convertible	PL27692	Transmission has failed and customer is demanding a buyback.					
200402200980	01/22/2004	2004	330C3 convertible	PL27690	car needs new transmission cust wants loaner	2200			New Orleans	LA
200403006804	02/01/2004	2004	330C1 convertible	PL28079	Financial Services				Minster	CA
200403407684	02/02/2004	2004	330C3 convertible	PL28277	Cust had loan, probe with unit				Oxford Park	IL
200407680287	03/18/2004	2004	330C3 Convertible	PL28505	seal clamp				Ho Ho Ruk	MO
200408748321	12/23/2003	2004	330C3 convertible	PL48391	wants unit bought back- same issue	7800			Belvidere	NC
1-107443801	04/09/2003	2004	330C1 convertible	PL40447	Cust says he will not accept a remanufactured transmission. Only wants a new transmission.	8000			Leesington	MA
1-112141591	11/14/2003	2004	330C3 convertible	PL48447	Customer has advised into litigation with BMWUSA.				Leesington	MA
200401303130	01/19/2004	2004	330C1 convertible	PL48441	Repair concerns w/ customer's new veh.	7000			Mayfield	FL
1-78217026	08/08/2003	2004	330C1 convertible	PL48603	Prohibit				Charles Ford	PA
200404040025	02/08/2004	2004	330C1 Convertible	PL48616	Transmission slip				Scott Plains	MI
200405780217	02/29/2004	2004	330C3 convertible	PL40687	I am not happy w/ the replacement of the transmission that I had had done on the car!	2000				
1-127788980	12/18/2003	2004	330C3 convertible	PL41872	Cust spent most problems of veh				San Ramon	CA
200407408866	03/14/2004	2004	330C1 Convertible	PL42048	Request for Contact				Plainsboro	TX
200402046488	01/08/2004	2004	330C1 convertible	PL42084	New car, needs a new transmission				Huntington Beach	CA
1-128173481	12/02/2003	2004	330C3 convertible	PL42114	Investigation issue	2000			Ashtabula	OH
200407280288	08/18/2004	2004	330C1 convertible	PL42270	why doesn't BMW have a fix for my veh issue?	0000				
1-128028005	11/28/2003	2004	330C1 convertible	PL42488	Cust states he will not pick up his car from dealer until a new transmission is installed.	914			Highland Park	IL
200401087123	01/18/2004	2004	330C1 convertible	PL42552	Transmission replaced, used remanufactured, unacceptable					

Tr Number	Open Date	Model Year	Model Code	VIN	Issue Note	Mileage	City	State	Trips
200400705728	01/07/2004	2004	330CI convertible	PL42808	mirrors are not working; no power in the AM when in drive		Scottsdale	AZ	
1-120193705	12/11/2003	2004	330CI Convertible	PL42774	Transmission is leaking during cold service		Woodbine	MD	
200402705288	01/27/2004	2004	330CI convertible	PL42755	Multiple concerns, heavy hesitation lower, cool. wants a trade credit		Boonville	FL	
1-12428423	11/09/2003	2004	330CI convertible	PL42818	Cold start				
200404405314	02/13/2004	2004	330CI convertible	PL42854	transmission has to be replaced	1000			
20040000842	02/05/2004	2004	330CI Convertible	PL43005	Needs replacement transmission - cast steel "wear" case, not one rebuilt.		La Jolla	CA	
1-12088330	12/04/2003	2004	330CI convertible	PL43128	Cast steel his new car has been at the dealer for less than 2 weeks.		Oranjestad	CA	
200400709485	02/28/2004	2004	330CI convertible	PL43270	Speaker distortion, trans replaced w/ xl	2000	Raleigh	NC	
200402104747	01/21/2004	2004	330CI convertible	PL43377	cast steel that new car needs less		Marinella Beach	CA	
200308103018	12/17/2003	2004	330CI convertible	PL43732	transmission problems		Eden	PA	
1-120793460	12/08/2003	2004	330CI convertible	PL43745	vehicle not going into park		Lansdale	PA	
200408300121	03/03/2004	2004	330CI convertible	PL43788	Customer upset bc vehicle in for trans problems	2600	Marina Del Rey	CA	
200403702852	02/08/2004	2004	330CI convertible	PL43827	cast steel about trans		Winton	FL	
200408190087	02/20/2004	2004	330CI convertible	PL43848	This car is having problems doing cool / service bc problem w/ the transmission being performed.	2300	Boonville	FL	
200407090308	03/16/2004	2004	330CI convertible	PL43914	Transmission slip in Drive		Arroyo	MD	
200402208814	01/22/2004	2004	330CI convertible	PL43993	said that they need new transmission w/ only 300 miles				
200403087700	01/08/2004	2004	330CI convertible	PL44031	Trans problem: delay going into drive		Fort Myers	FL	
200403083270	02/04/2004	2004	330CI convertible	PL44031	manufactured transmission, loose shifter	1447	Fort Myers	FL	
200402080813	02/28/2004	2004	330CI convertible	PL44082	transmission concerns				
200404191808	02/18/2004	2004	330CI Convertible	PL44201	upset that valve had to be replaced		Glendale	AZ	

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200403280122	03/02/2004	2004	325d	PM09495	see lease waiting a month for new transmission					Haverhill	MA	
200403402288	02/03/2004	2004	325d	PM09489	cust barely is slipping when cold					Rensselaer	NY	
200401367228	01/18/2004	2004	325d	PM09449	sees transmission problems					North Easton	MA	
200402288913	01/28/2004	2004	325d	PM09428	status of transmission order?					North Easton	MA	
200403192884	02/06/2004	2004	325d	PM09397	cust is upset with having to wait 8 weeks for a new tranny (engagement issue)							
200407860181	03/18/2004	2004	325d	PM09388	delay transmission engagement					Macungt	PA	
200408200093	03/03/2004	2004	325d	PM09341	discontinued warranty repair to vehicle					Toms River	NJ	
20040880208	03/06/2004	2004	325d	PM09341	cust vls angry about trans replaced.					Toms River	NJ	
1-117277888	11/02/2003	2004	325d	PM09328	diagnostic unusual results							
200401402886	01/14/2004	2004	325d	PM01076	upset because car takes long time to start in the cold, thinks it is a transmission issue.	2100						
1-427818020	12/18/2003	2004	325d	PM01322	Other					West Caldwell	NJ	
200405700223	02/20/2004	2004	325d	PM01888	cust vsh needs new transmission					Scapton	PA	
200305300488	02/18/2003	2004	325d	PM01887	automatic transmission issue					Maple Grove	MN	
200400200288	01/02/2004	2004	325d	PM01534	transmission replacement					Chicago	IL	
200408800182	03/05/2004	2004	325d	PM01654	filter oil required new transmission. Problem still persists. Refer to #200400200288.	700				Chicago	IL	
200402207217	01/20/2004	2004	325d	PM01672	not happy with service					Waverly	CT	
200407800418	02/18/2004	2004	325d	PM01688	cust. complaint regarding second situation where veh. rattle near transmission.					Shelbury	CT	
200405700888	02/28/2004	2004	325d	PM01648	Customer had transmission replaced but still having issues with car as per RVC documentation					Andover	MA	
200408800844	03/08/2004	2004	325d	PM02723	discontinued with need for installation of Remanufactured Transmission.					Lewiston	NY	
200306200267	12/28/2003	2004	325d	PM02688	cold start issue							
200404200888	02/11/2004	2004	325d	PM03171	intermittent issue w/ starting car and it not going into drive, it raving but not going into drive.	2800				Hopewell Jct	NY	

SR Number	Open Date	Model Year	Model Code	VIN	Issue Title	Mileage	Area Name	Customer Name	Address	City	State	Trucks
20040200046	01/09/2004	2004	330d	PN03160	Cost. told that vehicle needs a new transmission and he is very upset.					Therby	MD	
20040200028	02/18/2004	2004	330d	PN03307	Cold Start Transmission					Mooreville	NC	
200407160391	03/11/2004	2004	330d	PN03392	GM Transmission	3000				Washington Cross	PA	
200402000720	02/08/2004	2004	330d	PN03019	Products and Services					Westwood	MA	
200401403186	01/14/2004	2004	325d	PR00325	My car's transmission slips and Dealer is ordering part for replacement, do you know what this is?	700				Great Neck	NY	
200401403094	01/14/2004	2004	325d	PR00165	cust upset that his lease went out already					Rutherford	NY	
200403004033	12/26/2003	2004	325d	PR00295	Other							
200401300010	01/12/2004	2004	325d	PR00295	Transmission has hesitation, is this common.					Shap Hall	PA	
200405000081	05/02/2004	2004	325d	PR00290	cust. finds lease repl. unacceptable / asked for Cheryl Blount directly	3000				New Hartford	NY	
200404200060	02/13/2004	2004	325d	PR00408	transmission					Wick	MA	
200404700177	02/18/2004	2004	325d	PR00823	Customer upset b/c of trans hesitation					Cherry Hill	VA	
200403200087	01/02/2004	2004	325d	PR00840	Transmission hesitation problem, cust wants a replacement vehicle					Renton	WA	
200403000790	01/06/2004	2004	325d	PR00840	Cust. wants to speak of a tech. person to explain the transmission repair being made to her veh.	1000				Renton	WA	
200407000224	03/18/2004	2004	325d	PR00808	Upset new car needs a new transmission, wants new car or trade.	700				Chicago	IL	
200402000085	02/18/2004	2004	325d	PR00911	transmission slipping					Poplar Place	PA	
200402000486	02/18/2004	2004	325d	PR00953	Info about timing a rebuilt transmission being put into his car.					Proctor	RI	
200407000130	03/18/2004	2004	325d	PR00713	cust concerned w/ getting a new lease w/ such an early point					Procy	NY	
200402000282	05/02/2004	2004	325d	PR007102	Cost upset that trans has to be replaced on a brand new veh.					Stuyvesant	CT	
200402000598	02/02/2004	2004	325d	PR007084	fuel leak					Shelburne Falls	MA	

	BMW Internal #	VIN	Model	Model Year	Mileage	Incident Date	Report Date
1	2481005	WBABD53484PL10236	330CI	2004	3857	8/12/2003	8/12/2003
2	2573970	WBABW53474PL40603	330CI	2004	3631	7/1/03	8/30/2003
3	2759979	WBABW33414PL24124	325CI	2004	1840	7/25/2003	7/25/2003
4	2794008	WBABW53484PL40445	330CI	2004	3725	7/31/2003	7/31/2003
5	2809967	WBABW53474PL40078	330CI	2004	3681	8/4/2003	8/4/2003
6	2838086	WBABD53484PL10804	330CI	2004	1491	8/12/03	8/7/2003
7	2848083	WBABW53454PL41083	330CI	2004	1312	12/10/03	8/8/2003
8	2868974	WBABW53404PL40309	330CI	2004	6158	9/24/03	8/13/2003
9	2910959	WBABW534X4PL41418	330CI	2004	2717	10/9/03	8/20/2003
10	3006988	WBABD53404PL10785	330CI	2004	3300	9/4/2003	9/4/2003
11	3006989	WBABW534X4PL41127	330CI	2004	853	11/20/03	9/4/2003
12	3029988	WBABD33414PL00623	325CI	2004	5486	9/8/2003	9/8/2003
13	3043979	WBABW33424PL25587	325CI	2004	3003	10/8/03	9/9/2003
14	3058038	WBABD33484PL00389	325CI	2004	7527	9/11/2003	9/11/2003
15	3082978	WBABW53484PL40342	330CI	2004	6189	9/15/2003	9/15/2003
16	3082981	WBABW53474PL40050	330CI	2004	4099	10/18/03	9/15/2003
17	3083001	WBABD53484PL10111	330CI	2004	6785	10/14/03	9/15/2003
18	3104003	WBABD33474PL00741	325CI	2004	8881	10/20/03	9/17/2003
19	3110989	WBABW53444PL42258	330CI	2004	1870	9/18/2003	9/18/2003
20	3127000	WBABW53404PL40245	330CI	2004	8488	10/27/04	9/19/2003
21	3153118	WBABW53404PL40309	330CI	2004	7725	11/12/03	9/24/2003
22	3161975	WBABD53444PL11272	330CI	2004	2322	10/2/2003	9/25/2003
23	3169963	WBABW33454PL24238	325CI	2004	4589	9/26/03	9/26/03
24	3172963	WBABW33454PL24238	325CI	2004	4589	9/26/2003	9/26/2003
25	3181977	WBABD53484PL10013	330CI	2004	4663	9/29/03	9/29/03
26	3188001	WBABW33434PL24605	325CI	2004	8497	9/30/03	9/30/03
27	3198994	WBABD53484PL10432	330CI	2004	7030	10/1/2003	10/1/2003
28	3197023	WBABW53404PL40407	330CI	2004	5794	10/1/2003	10/1/2003
29	3218953	WBABW33424PL24004	325CI	2004	6700	10/3/03	10/3/03
30	3218971	WBABW53414PL41176	330CI	2004	5088	10/3/2003	10/3/2003
31	3248954	WBABD53484PL10232	330CI	2004	5286	10/9/03	10/9/03
32	3261282	WBABW33484PL24218	325CI	2004	1831	10/10/2003	10/10/2003
33	3263552	WBABW33414PL24172	325CI	2004	5400	10/20/03	10/10/2003
34	3263975	WBABD53414PL10807	330CI	2004	1428	2/4/04	10/10/2003
35	3282957	WBABD53424PL10279	330CI	2004	4128	12/8/04	10/14/2003

	BMW Internal #	VIN	Model	Model Year	Mileage	Incident Date	Report Date
36	3287031	WBABW53494PL42172	330CI	2004	1399	10/15/2003	10/15/2003
37	3289059	WBABW33434PL25470	325CI	2004	3524	2/16/04	10/15/2003
38	3289004	WBABD33424PL00648	325CI	2004	6369	10/15/03	10/15/03
39	3289016	WBABW33434PL24612	325CI	2004	3220	10/15/03	10/15/03
40	3294078	WBABW534X4PL41144	330CI	2004	5543	10/16/03	10/16/03
41	3309237	WBABD33434PL00879	325CI	2004	6065	10/17/03	10/17/03
42	3310044	WBABW33484PL24072	325CI	2004	8379	10/17/2003	10/17/2003
43	3311024	WBABW33484PL26206	325CI	2004	3051	10/17/03	10/17/03
44	3312003	WBABD33474PL01324	325CI	2004	4267	10/17/03	10/17/03
45	3328038	WBABW53434PL42488	330CI	2004	658	10/21/03	10/21/03
46	3331002	WBABW53434PL42488	330CI	2004	658	10/21/03	10/21/03
47	3337088	WBABD53444PL10915	330CI	2004	1949	10/22/2003	10/22/2003
48	3341005	WBABW33454PL24367	325CI	2004	7083	10/23/03	10/23/03
48	3349032	WBABW33474PL25882	325CI	2004	2975	10/23/03	10/23/03
50	3343041	WBABW53454PL40337	330CI	2004	3761	10/23/03	10/23/03
51	3343042	WBABD53454PL10471	330CI	2004	4496	10/23/03	10/23/03
52	3363041	WBABW33474PL25231	325CI	2004	2984	10/27/03	10/27/03
53	3365021	WBABD33484PL00635	325CI	2004	4875	10/27/03	10/27/03
54	3365023	WBABW33424PL26288	325CI	2004	4255	10/27/03	10/27/03
55	3365032	WBABD33454PL00365	325CI	2004	4675	10/27/03	10/27/03
56	3376023	WBABD53414PL10094	330CI	2004	13125	10/28/03	10/28/03
57	3377047	WBABD53474PL10617	330CI	2004	4293	10/28/03	10/28/03
58	3378003	WBABD53444PL11272	330CI	2004	3241	10/28/03	10/28/03
59	3378024	WBAEU33474PM68871	325XI	2004	1817	10/28/03	10/28/03
60	3378025	WBABD33464PL00438	325CI	2004	3285	10/28/03	10/28/03
61	3383050	WBABW53474PL41473	330CI	2004	6418	10/29/03	10/29/03
62	3385025	WBABD33484PL00814	325CI	2004	4188	10/29/03	10/29/03
63	3385027	WBABW33484PL24632	325CI	2004	3485	10/29/03	10/29/03
64	3386026	WBABW53404PL41301	330CI	2004	3744	10/29/03	10/29/03
65	3388035	WBABD53444PL10738	330CI	2004	1300	10/29/03	10/29/03
66	3389005	WBABW334X4PL24445	325CI	2004	4869	10/29/03	10/29/03
67	3397021	WBABW33484PL24989	325CI	2004	8886	10/30/03	10/30/03
68	3398022	WBABW53414PL40030	330CI	2004	2000	10/30/03	10/30/03
69	3410034	WBABW53414PL41811	330CI	2004	2800	11/3/03	11/3/03
70	3411056	WBABD53414PL10175	330CI	2004	6112	11/3/03	11/3/03

	BMW Internal #	VIN	Model	Model Year	Mileage	Incident Date	Report Date
71	3411062	WBABW33464PL27150	325CI	2004	528	11/3/03	11/3/03
72	3418036	WBABD53484PL10884	330CI	2004	3000	11/4/03	11/4/03
73	3418022	WBABD534X4PL10970	330CI	2004	8340	11/4/03	11/4/03
74	3418028	WBABW33474PL25844	325CI	2004	2000	11/4/03	11/4/03
75	3418037	WBABW33434PL24058	325CI	2004	5058	11/4/03	11/4/03
76	3430045	WBABW53464PL40819	330CI	2004	8133	11/5/03	11/5/03
77	3430047	WBABD53424PL10220	330CI	2004	8514	11/5/03	11/5/03
78	3438008	WBABD53434PL11826	330CI	2004	712	11/5/03	11/5/03
79	3438034	WBABD33444PL00812	325CI	2004	8420	11/6/03	11/6/03
80	3438016	WBABD33454PL00385	325CI	2004	8511	11/6/03	11/6/03
81	3447003	WBABW53474PL40629	330CI	2004	6983	11/7/03	11/7/03
82	3447064	WBABW33494PL24615	325CI	2004	3677	11/7/03	11/7/03
83	3447068	WBABW63424PL40327	330CI	2004	4278	11/7/03	11/7/03
84	3447078	WBABW53484PL41028	330CI	2004	3252	11/7/03	11/7/03
85	3472140	WBABW63414PL41775	330CI	2004	2588	11/12/03	11/12/03
86	3474069	WBABD33444PL00745	325CI	2004	5889	11/12/03	11/12/03
87	3474072	WBABW53484PL40461	330CI	2004	3182	11/12/03	11/12/03
88	3474074	WBABW53494PL41088	330CI	2004	7072	11/12/03	11/12/03
89	3474075	WBABW33404PL25782	325CI	2004	3549	11/12/03	11/12/03
90	3478113	WBABW33484PL24024	325CI	2004	6730	11/13/03	11/13/03
91	3478148	WBABD53434PL11327	330CI	2004	3507	11/13/03	11/13/03
92	3479061	WBABD53474PL10231	330CI	2004	7346	11/13/03	11/13/03
93	3479064	WBABW53414PL43347	330CI	2004	617	11/13/2003	11/13/2003
94	3485071	WBABD53434PL10388	330CI	2004	8413	11/14/03	11/14/03
95	3502079	WBABW53444PL40460	330CI	2004	5327	11/18/03	11/18/03
96	3502061	WBABW53404PL40679	330CI	2004	7000	11/18/2003	11/18/2003
97	3518118	WBAEV53454KM33183	330I	2004	1500	11/20/03	11/20/03
98	3528105	WBABW33434PL25355	325CI	2004	unkwn.	unkwn.	unkwn.
99	3528133	WBABW33404PL26348	325CI	2004	3049	11/18/03	11/21/03
100	3540074	WBABW33434PL26885	325CI	2004	3183	11/25/2003	11/25/2003
101	3540087	WBABW63414PL41758	330CI	2004	4254	11/25/03	11/25/03
102	3581082	WBABW33414PL27315	325CI	2004	2000	12/3/2003	12/3/2003
103	3588130	WBABW63434PL41051	330CI	2004	7074	12/4/03	12/4/03
104	3600088	WBABW33484PL24024	325CI	2004	unkwn.	unkwn.	unkwn.
105	3600085	WBABW53474PL41473	330CI	2004	unkwn.	unkwn.	unkwn.

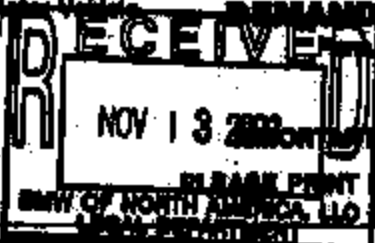
	BMW Internal #	VIN	Model	Model Year	Message	Incident Date	Report Date
176	3801100	WBABW53404PL40312	330CI	2004	6356	1/16/2004	1/16/2004
177	3801243	WBABD53494PL10084	330CI	2004	11143	1/22/04	1/16/2004
178	3801269	WBAEV53424KM33409	330I	2004	1544	1/14/04	1/16/2004
179	3801386	WBAEV53484KM34287	330I	2004	1212	1/14/04	1/16/04
180	3801399	WBABW53474PL43739	330CI	2004	2644	1/22/04	1/16/2004
181	3827075	WBABD53434PL10727	330CI	2004	5500	2/19/04	1/21/2004
182	3827093	WBABD53454PL10602	330CI	2004	4868	1/23/04	1/21/2004
183	3827162	WBAEV33474KR28080	325I	2004	652	1/21/2004	1/21/2004
184	3827201	WBABW53414PL43798	330CI	2004	1851	1/22/04	1/21/2004
185	3828080	WBAEV53424KM34253	330I	2004	1145	1/22/04	1/21/2004
186	3828081	WBABW534X4PL41743	330CI	2004	2645	1/21/2004	1/21/2004
187	3828106	WBABW33424PL27632	325CI	2004	1384	1/22/04	1/21/2004
188	3844096	WBAEV53494KM34282	330I	2004	134	1/23/2004	1/23/2004
189	3844111	WBABW53444PL43374	330CI	2004	903	1/23/2004	1/23/2004
190	3844130	WBABW53474PL41098	330CI	2004	4882	1/23/2004	1/23/2004
191	3855089	WBAEV53424KM34091	330I	2004	3600	1/26/04	1/26/04
192	3856080	WBABD53474PL10911	330CI	2004	7784	1/27/04	1/26/2004
193	3856095	WBABD33494PL02359	325CI	2004	2600	1/26/2004	1/26/2004
194	3863080	WBAEV33414KR26888	325I	2004	479	1/27/2004	1/27/2004
195	3864087	WBAEV53494KM33813	330I	2004	1543	1/27/04	1/27/04
196	3872055	WBABD33404PL02217	325CI	2004	1200	1/26/2004	1/26/2004
197	3879571	WBAEV53444KM33251	330I	2004	4961	2/5/04	1/29/2004
198	3886088	WBABW334X4PL27798	325CI	2004	7686	2/11/04	1/30/2004
199	3886111	WBABW53444PL40961	330CI	2004	5967	2/12/04	1/30/2004
200	3886122	WBABD53444PL10067	330CI	2004	11584	1/30/2004	1/30/2004
201	3887063	WBAEV33494KR27027	325I	2004	3547	2/4/04	1/30/2004
202	3887069	WBAEV33404KR27885	325I	2004	1000	1/29/04	1/30/2004
203	3894099	WBABW53434PL44208	330CI	2004	539	2/4/04	2/2/2004
204	3896118	WBAEN33444PC12808	325I	2004	7800	2/2/2004	2/2/2004
205	3902090	WBABD53464PL11998	330CI	2004	4322	2/3/2004	2/3/2004
206	3916147	WBABW53464PL42808	330CI	2004	1201	2/4/2004	2/4/2004
207	3921080	WBAEV53404KM34123	330I	2004	1179	2/5/2004	2/5/2004
208	3923098	WBABD33484PL00750	325CI	2004	9061	2/5/2004	2/5/2004
209	3924074	WBABW53434PL41194	330CI	2004	2251	2/13/04	2/5/2004
210	3931094	WBAEW33404PL24860	325CI	2004	15282	2/6/2004	2/20/04

	BMW Internal #	VIN	Model	Model Year	Mileage	Incident Date	Report Date
211	3931100	WBAEV53484KM33021	330I	2004	2797	2/6/2004	2/6/2004
212	3932063	WBAEU33474PR06408	325XI	2004	1008	1/8/04	2/6/2004
213	3933077	WBAEW53454PN33455	330XI	2004	1935	2/9/2004	2/6/2004
214	3941062	WBABD53404PL11088	330C	2004	8448	2/9/2004	2/9/2004
215	3941081	WBAEV33474KR27737	325I	2004	3157	2/9/2004	2/9/2004
216	3942058	WBABW53444PL44248	330CI	2004	682	2/9/2004	2/9/2004
217	3958108	WBABW33484PL28188	325CI	2004	600	2/11/2004	2/11/2004
218	3958240	WBABW53454PL42220	330CI	2004	13980	2/11/2004	2/11/2004
219	3967062	WBABD53484PL12198	330CI	2004	4956	2/12/2004	2/12/2004
220	3967088	WBABW534X4PL40785	330CI	2004	2847	2/12/2004	2/12/2004
221	4003086	WBAEU33464PM80221	325XI	2004	1654	2/19/2004	2/19/2004
222	4013084	WBABW33424PL24228	325CI	2004	7064	2/20/2004	2/20/2004
223	4024059	WBABW33434PL27607	325CI	2004	1957	2/23/04	2/23/04
224	4029073	WBABD33484PL01020	325CI	2004	5010	2/24/04	2/24/04
225	4029101	WBAEU33404PM81848	325XI	2004	3182	2/24/04	2/24/04
226	4040078	WBABW334X4PL25417	325CI	2004	7435	2/25/2004	2/25/2004
227	4040079	WBABW33484PL25834	325CI	2004	5098	2/25/2004	2/25/2004
228	4049084	WBAEV53454KM34263	330I	2004	5000	2/3/2004	2/3/2004
229	4049282	WBABW33484PL28458	325CI	2004	1657	2/24/04	2/26/04
230	4049285	WBAEV53464KM33624	330I	2004	1720	2/25/04	2/26/04
231	4049321	WBABD33484PL00201	325CI	2004	8179	2/26/04	2/26/04
232	4061094	WBABW33444PL24974	325CI	2004	8935	3/1/2004	3/1/2004
233	4065098	WBABW33484PL24122	325CI	2004	8754	3/1/2004	3/1/2004
234	4085100	WBABW334X4PL28910	325CI	2004	10500	3/1/2004	3/1/2004
235	4066082	WBABW33444PL25588	325CI	2004	3917	3/1/2004	3/1/2004
236	4093118	WBAEW534X4PN33113	330XI	2004	3739	3/8/04	3/4/2004
237	4103078	WBAEV53474KM33088	330I	2004	1100	3/5/2004	3/5/2004
238	4103087	WBABW53424PL42601	330CI	2004	2800	3/5/2004	3/5/2004
239	4109110	WBABW534X4PL43041	330CI	2004	3455	2/10/04	3/5/04
240	4103134	WBAEW33484PL24548	325CI	2004	8505	3/5/2004	3/5/2004
241	4103138	WBABW53414PL41488	330CI	2004	11207	3/5/2004	3/5/2004
242	4110082	WBAEN33494PC12741	325I	2004	2914	3/8/2004	3/8/2004
243	4110085	WBAEN33444PC13185	325I	2004	2463	3/8/2004	3/8/2004
244	4111184	WBAEW53414PN31695	330XI	2004	2859	3/8/2004	3/8/2004
245	4120108	WBABD334X4PL01768	325CI	2004	3422	3/9/2004	3/9/2004

	BMW Internal #	VIN	Model	Model Year	Mileage	Incident Date	Report Date
246	4120119	WBAEU33464PR07310	325XI	2004	3491	3/9/2004	3/9/2004
247	4122109	WBABW33424PL28036	325CI	2004	751	3/9/04	3/9/04
248	4130100	WBAEU33494PM61444	325XI	2004	4701	3/10/2004	3/10/2004
249	4136126	WBABW33464PL28390	325CI	2004	197	3/11/2004	3/11/2004
250	4136131	WBABW334X4PL27684	325CI	2004	3798	3/11/2004	3/11/2004
251	4136144	WBAEU33404PR07013	325XI	2004	2777	3/11/2004	3/11/2004
252	4137155	WBAEV33494KR27884	325I	2004	1043	3/11/2004	3/11/2004
253	4146104	WBABW33404PL28477	325CI	2004	7134	3/12/2004	3/12/2004
254	4156097	WBAEV53464KM33686	330I	2004	1947	3/17/2004	3/15/2004
255	4156101	WBABW33464PL28493	325CI	2004	2855	3/15/2004	3/15/2004
256	4157079	WBABW33464PL27794	325C	2004	2277	3/17/04	3/15/2004

DEMAND FOR ARBITRATION

Form 1001 - Demand for Arbitration to N.H. RSA 367-D



See Instructions on Back.
PLEASE PRINT LEGIBLY IN BLACK INK ON TYPE

BOARD USE ONLY	
DATE REC'D:	
FILING FEE - DATES REC'D	
CONSUMER	MANUFACTURER

CONSUMER - NAME [REDACTED]		MANUFACTURER - NAME BMW of North America, Inc.	
ADDRESS [REDACTED]		ZONE OFFICE MAILING ADDRESS Attn: Law Dept. 300 Chestnut Ridge Rd	
CITY or TOWN Lexington	STATE MA	CITY or TOWN Woodliff Lake	STATE NJ
TELEPHONE NUMBER HOME [REDACTED] WORK [REDACTED]	ZIP CODE [REDACTED]	ZIP CODE 07675	DEALER/SHIP NAME Dreher Holloway BMW, Steham NH 03885

VEHICLE DESCRIPTION & INFORMATION

MAKE BMW	MODEL 330iL CONV	YEAR 2004	IDENTIFICATION (SERIAL) NUMBER WBA13W53414 PL 40447
PURCHASE (OR LEASE) PRICE 46,572.00	PURCHASE (OR LEASE) DATE 5/15/03	OWNER/LESSEE OR LESSOR NAME Chertea, One Auto Finance	
ODOMETER READING AT 1 st REPAIR FOR WARRANTED DEFECT 6118/03		TRUCK GROSS VEHICLE WEIGHT	EXPRESS WARRANTY 30 MONTHS 50,000 MILES

I hereby demand a hearing and a Refund or Replacement Vehicle (choose one remedy only) because I assert the vehicle does not conform to the manufacturer's express warranty. It has the following defects:

Transmission intermittent slipping for 1000 miles after a 2000 mile delay. Vehicle has rattled downshift and
brakes intermittently. Dealer documented defect but remedied (replacement of 2 axles,
collective coil over transmission, etc.) documented. Further vehicle defect for steering adjustment.

<input type="checkbox"/> The dealer has attempted to repair the defects at least three times or more. (Attach copies of all repair orders for the warranted defects).	1 st 6/18/03 2 nd 7/1/03 3 rd 9/23/03	MARK EACH SECTION THAT APPLIES	<input type="checkbox"/> The vehicle has been out of service for repair of the warranted defects for a total of 30 or more business days. Attach copies of all repair orders.
---	--	--------------------------------	---

The defects substantially impair the vehicle's Use, Market Value, Safety (check all that apply) because: (Explain)
Safety, reliability, peace of mind, etc. Vehicle has been in repair 25 business days to date.
Vehicle from the start and at rattle. Vehicle has been in repair 25 business days to date.

I further request manufacturer and/or dealer furnish legible copies of the following documents to me and the Board upon receipt of this Demand:
Technical bulletins, work order, repair records, dealer's repair order, etc.

I certify I have mailed a copy of this Demand to the manufacturer on (date) 11/13/03 and in doing so hereby elect to proceed under the New Hampshire New Motor Vehicle Arbitration Act instead of manufacturer's dispute settlement

11/10/03
DATE

ATTENTION MANUFACTURER: The Manufacturer's response shall be filed with the Board and consumer no later than five (5) working days prior to hearing.

8613839

128395

INVOICE



231 ANDOVER STREET
PEABODY, MA 01960
(978) 536-6900 • (800) 536-6900
FAX (978) 536-6911
www.peabody.com
E-mail: service@peabody.com
service@peabody.com

245 NEWBURY STREET
PEABODY, MA 01960
(978) 536-0088
FAX (978) 536-0088
www.peabody.com
E-mail: parts@peabody.com
service@peabody.com

LESLINGTON, MA
HOME:

PAGE 1

SERVICE ADVISOR: 270 KAY REICHARD

TITANIUM-8 04 BMW 330CI CONVERTIBLE NBBEM53414PL40447 .91671 1411/1411 74312

15MAY2003 01APR03 17:00 18JUN03 0.00 CASH 18JUN2003

OPTIONS: ILLR:IN ENG:MS4 TEN:ADTC

08:41 18JUN03 12:00 18JUN03
LINE CODE TRCH TYPE HOURS LIST NET TOTAL

DRIVE THE CAR DOES NOT HAVE FULL POWER FOR A FEW SECONDS, CAR

CAUSE: -

105 W4 0.00

(N/C)

CLAIM TYPE:

THANK YOU

EXCLUSIONS OF WARRANTY

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that the dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability, or fitness for a particular purpose, with regard to the parts and accessories purchased and that in no event shall the dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties provided by the dealer, franchise, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

DISPOSAL OF HAZARDOUS WASTE

The undersigned purchaser certifies that all hazardous waste (oil, battery, anti-freeze, etc.) must be disposed of by a licensed company.

Any charges for disposal of hazardous waste reflect our conformity to state law in addition to our concern for the preservation of the environment.

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
SAL, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MSC. / ENVIRONMENTAL	0.00
TOTAL CHARGES	0.00
	0.00
SALLES TAX	0.00
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

HOLLOWAY BMW

71 Portsmouth Avenue
 Strafford, NH 03885
 Telephone (603) 772-0000

Mailing Address:
 P.O. Box 729
 Greenland, NH 03840

LABOR & PARTS

CUSTOMER COMPLAINT: ...
 CUST STATES WHEN PUTTING CAR INTO DRIVE ON INCLINE WHEN
 COLD THE VEHICLE WILL ROLL BACK 20-30 FEET BEFORE TRANS-
 ENGAGES. ONLY HAPPENS IN AM WHEN CAR FIRST STARTED
 LEFT VEHICLE ON SERVICE BAY OVERNIGHT ON INCLINE CHECKED
 VEHICLE IN MORNING, VEHICLE PERFORMED PROPERLY-HOLD HOLD
 FEATURE WORKING PROPERLY. PERFORMED BMW DIS TEST-CHECKED
 FOR FAULTS-NONE IN MEMORY. FLUID LEVELS OK. REPEATED A
 SECOND MORNING-STILL OK. UNABLE TO DUPLICATE CUST. CONCERN
 AT THIS TIME.

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

- CASH CHECK
 AMEX DISCOVER
 VISA MC

TOTAL LABOR... 0.00
 TOTAL PARTS... 0.00
 TOTAL TAX... 0.00
TOTAL INVOICE \$ 0.00

INVOICE NUMBER		BMCS150680	
CUSTOMER NUMBER		40827	
ADDRESS		LEXINGTON, MA	
NAME		JOHN S KULIGA	
PHONE NO.		900	
LABOR RATE	LEASING NO.	LEASE	
		2,650	
YEAR / MAKE / MODEL			
04/BMW/330CIC CONV/330CIC			
VEHICLE NO.			
WBABW53414PL40447			
V.T.B. NO.		NO. NO.	
COLOR		BROOKS	
TITANIUM SI		648511	
EQUIPMENT		NO: 2650	
DELIVERY DATE	MILEAGE		
5			
R.O. DATE	SERVICE DATE		
07/07/03	07/09/03		
REPORT NUMBER	CHECKOUT DATE		
	05/15/03		

CUSTOMER SIGNATURE

Buyer warrants on the product and hereby certifies that the product is for personal use only. The seller hereby warrants that the product is for personal use only. The seller warrants that the product is for personal use only. The seller warrants that the product is for personal use only.

TERMS
 NO RETURN OR REFUND ON SPECIAL ORDER ITEMS.
 A 5% PROCESSING CHARGE WILL BE APPLIED TO ALL ADDITIONAL PURCHASES FOR CREDIT.
 INTEREST APPLICABLE TO CASH.

DREHER HOLLOWAY BMW

71 Portsmouth Avenue
Stratham, NH 03885
Telephone (603) 772-0000

Mailing Address:
P.O. Box 728
Greenland, NH 03840

INVOICE NUMBER		BMCS154670	
QUOTATION NUMBER		40827	
[REDACTED]			
LEXINGTON, MA			
CUSTOMER NAME		[REDACTED]	
ADDRESS	ZIP CODE	[REDACTED]	
JOHN S KULIGA	900	[REDACTED]	
PHONE NO.	EXPIRES	5,794	
TYPE/MAKE/MODEL			
04/BMW/330CIC CONV/330CIC			
VEHICLE ID. NO.			
WBABW53414PL40447			
R.T.E. NO.		NO. NO.	
COLOR		WORKING NO.	
TITANIUM SI		648511	
EXAMINER		NO: 5841	
MILEAGE/NO. OF		MILLING/CHASSIS NO.	
5		[REDACTED]	
R.O. DATE		INVOICE DATE	
09/23/03		10/16/03	
DELIVERY DATE		DELIVERY DATE	
[REDACTED]		05/15/03	
PRODUCTION DATE		[REDACTED]	

LABOR & PARTS

VERIFIED CUSTOMER COMPLAINT OF
DEFERRED SHIFT ENGAGEMENT DURING TEST DRIVE IN MORNING.
CHECKED FLUID LEVEL - OK. TRANS. SER. #0004257 CONDUCTED
YES-ON TRANS. SPECIALIST @ TECH ROUTINE WITH PROMPTS OF
ID PAGE + ADAPTIONS ALONG W/TEST CODES.
FENEX EBS MODULE TO YES FOR UPDATED SOFTWARE TO CORRECT
DELAYED BEAR ENGAGEMENT. 10/2/03 - INSTALLED REPROGRAMMED
EBS MODULE AND CLEARED ALL FAULT MEMORIES, TEST DRIVE VEHICLE
FOR SEVERAL DAYS-NO CHANGE, STILL HAS SHIFT DELAY ISSUE
W/YES AGAIN ADVISED TO REPLACE TRANSMISSION, CONFIRMED 19974
REPLACED TRANSMISSION ASSEMBLY W/ NEW BMW TRANSMISSION
ROAD TESTED VEHICLE - OK.
PER STEVEN STRASS-BMW AKA, THE WARRANTY ON THE TRANSMISSION
ONLY HAS BEEN ENTERED FOR AN ADDITIONAL 2 YEARS OR 30,000
MILES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	24-00-7-620-511	TRANS. ASSEMBLY		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

STALLS AT TIMES DURING
LO 130002 WTC(97) / LO 1341600 / 7/ LO 1130610

PERFORMED BMW DIS TEST-SEE ATTACHED DIAG. REPORT, PARKED
VEHICLE OUTSIDE OVERNIGHT-OWNER FIRST STARTING IN A.M.
"SPARKERS" AND STALLS REPEATED SUSPECT ICY WHEELS, TESTED AGAIN
THE NEXT MORNING-SAME RESULT: UNPLUGGED WINDS UNIT AND
TRIED AGAIN NEXT A.M. THIS TIME VEHICLE DID NOT STALL.
REPLACED WINDS UNIT, CLEARED FAULT MEMORY AND RESET ADAPTION
VALUES. TEST DRIVE VEHICLE SEVERAL DAYS-OK.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	13-41-1-744-713	IDEE SPEED CONTROL		
JOB # 2	1	11-36-1-440-142	AT-ADJUST UNIT		
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

SKIN TIRE PRICES

Any warranties on the product and parts are those made by the manufacturer. The seller hereby
expressly disclaims all warranties, either express or implied, including any implied warranty of merchant-
ability or fitness for a particular purpose, and neither assumes nor endorses any other person in response
for it any liability in connection with the sale of said products. Therefore, with respect to the seller, the
product is sold "as is" and the seller disclaims to quality and performance of the product to the buyer
under manufacturer, and if the product proves defective after purchase, the buyer under manufacturer,
and the seller, shall assume the entire cost of all necessary servicing or repair.

EXEMPT
NO WARRANTY ON ELECTRICAL OR SPECIAL ORDER ITEMS.
A 5% REBATE ON ALL REPAIRS WILL BE APPLIED ON ALL REPAIRS RETURNED FOR CREDIT.
NO REBATE ON PARTS TO DATE.

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA



[REDACTED]

Plaintiff,

vs.

BMW OF NORTH AMERICA, LLC,

Defendant.

Civil Action No. *2003CV75344*

JURY TRIAL DEMAND

COMPLAINT

NOW COMES the Plaintiff, [REDACTED] by and through his attorneys, KROHN & MOSS, LTD., and hereby files this complaint against Defendant, BMW OF NORTH AMERICA, LLC, and shows this honorable court as follows:

STATEMENT OF FACT AND JURISDICTION

1. Plaintiff, [REDACTED] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Georgia.
2. Defendant, BMW OF NORTH AMERICA, LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Georgia, County of Fulton, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships.
3. Manufacturer does business in all counties of the State of Georgia including Fulton County, and maintains offices in the County of Fulton, State of Georgia. Manufacturer can be served through its registered agent: CT CORPORATION 1201 Peachtree Street NE, Atlanta, GA 30309. Venue is proper in Fulton County as their statutory agent is registered there.

BACKGROUND

4. On or about March 1, 2003, United BMW ("Seller") arranged for Plaintiff to lease from BMW Financial ("Lessor") a 2004 BMW 325c ("Vehicle"), manufactured and distributed by Manufacturer, Vehicle Identification No. WBABD33424PL00792. (See copy of Plaintiff's Lease agreement attached hereto as Exhibit "A").

5. Specifically, Seller contacted Lessor to determine if Lessor would agree to lease the Vehicle to Plaintiff at terms negotiated by Plaintiff and Seller.

6. Lessor agreed to lease the Vehicle to Plaintiff and in doing so also agreed to purchase the Vehicle so that Lessor may lease the Vehicle to Plaintiff.

7. Prior to or contemporaneous to Plaintiff's lease of the Vehicle, Seller sold the Vehicle to Lessor for valuable consideration.

8. The gross capitalized cost of the Vehicle totaled approximately \$ 45,000.00.

9. With Lessor's purchase of the Vehicle, Manufacturer issued and supplied to Lessor its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Vehicle Limited Warranty booklet.

10. Lessor purchased the Vehicle for purposes other than resale.

11. Lessor purchased the Vehicle to lease to Plaintiff.

12. Lessor would not have purchased the Vehicle from Seller without Plaintiff's prior agreement to lease the Vehicle from Lessor.

13. Lessor purchased the Vehicle from Seller with the intention of making a profit off of leasing the Vehicle to Plaintiff.

14. At the time Lessor purchased the Vehicle from Seller, the Vehicle had been driven

approximately 17 miles and was covered by Manufacturer's written warranty described above.

15. Lessor would not have purchased the Vehicle without Manufacturer's written warranty described above. Additionally, Plaintiff would not have agreed to lease the Vehicle without knowledge that Plaintiff would be able to enforce Manufacturer's written warranty.

16. On or about March 1, 2003 and at approximately 17 miles on the Vehicle, Lessor assigned its rights in Manufacturer's written warranty to Plaintiff.

17. On or about March 1, 2003 and at approximately 17 miles on the Vehicle, Lessor transferred the Vehicle to Plaintiff for Plaintiff's exclusive use. The transfer of the Vehicle occurred during the duration of the above mentioned warranty.

18. As the transferee of the Vehicle, Plaintiff was responsible to maintain the Vehicle, insure the Vehicle, and have needed repairs performed pursuant to Manufacturer's warranty.

19. On or about March 1, 2003, Plaintiff took possession of the Vehicle and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Vehicle to the Plaintiff.

20. The defects described below violate the Manufacturer's written warranty, as well as the implied warranty of merchantability.

21. As a result of these defects, Plaintiff delivered the Vehicle to Manufacturer through its authorized dealers for repair on numerous occasions.

22. Manufacturer through its authorized dealers performed repairs on the Vehicle that were covered by Manufacturer's written warranty.

23. Manufacturer allowed Plaintiff to enforce its written warranty by covering all needed repairs under the terms of Manufacturer's warranty described and referenced above.

24. Manufacturer reimbursed its authorized dealers for repairs to the Vehicle pursuant

to the terms of Manufacturer's warranty described and referenced above.

25. Plaintiff avers that the Vehicle has been subject to repair at least three (3) times for the same defect, and that the defect remains uncorrected.

26. Plaintiff brought the Vehicle to Lessor and/or an authorized service dealer of Manufacturer for the following defects:

- a. Starting Defect;
- b. Electrical Defect;
- c. Any additional defects as contained on repair orders of Defendant's authorized dealerships.

27. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Vehicle.

28. After a reasonable number of attempts to cure the defects in Plaintiff's Vehicle, Manufacturer was unable and/or has failed to repair the defects, as provided in Manufacturer's warranty.

29. Plaintiff justifiably lost confidence in the Vehicle's safety and reliability, and said defects have substantially impaired the value of the use of the Vehicle to Plaintiff.

30. Said defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the Vehicle.

31. As a result of these defects, Plaintiff revoked his acceptance of the Vehicle in writing.

32. At the time of revocation, the Vehicle was in substantially the same condition as at delivery except for damage caused by its own defects, non-conformities and ordinary wear and tear.

33. Manufacturer refused Plaintiff's demand for revocation and has refused to provide

Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

34. The Vehicle remains in a defective and unmerchantable condition, and continues to exhibit the above-mentioned defects and non-conformities that substantially impair its use, value and/or safety.

36. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable Vehicle.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

37. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-36 of this Complaint.

38. Plaintiff is a lessee of a consumer product who received the Vehicle during the duration of a written warranty period applicable to the Vehicle and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

39. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

40. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

41. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Vehicle was manufactured and leased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

42. Plaintiff's lease of the Vehicle was accompanied by a written factory warranty for

any defects in material or workmanship, comprising an undertaking in writing in connection with the lease of the Vehicle to repair or replace the defective parts, or take other remedial action free of charge to Plaintiff with respect to the Vehicle in the event that the Vehicle failed to meet the specifications set forth in Manufacturer's warranty.

43. Manufacturer's written warranty was the basis of the bargain of the sale between Seller and Lessor and the basis of the bargain of the lease between Plaintiff and Lessor.

44. Said lease of Plaintiff's Vehicle was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

45. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

46. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

47. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson Moss Warranty Act, the Uniform Commercial Code, and Georgia Statutory Law, including, but not limited to:

(i) loss of use;

(ii) lost wages;

(iii) aggravation and inconvenience damages;

(iv) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;

(v) any other incidental and consequential damages;

(vi) Plaintiff be awarded reasonable attorneys' fees and costs; and

c. Plaintiff be awarded such other and further relief as the Court deems right and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

48. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-47 of this Complaint.

49. The Vehicle leased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

50. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

51. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days from the date of lease to perform services relating to the maintenance or repair of a motor vehicle.

52. Pursuant to 15 U.S.C. §2308, Plaintiff's Vehicle was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Vehicle was intended.

53. The Vehicle was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Vehicle contained in the contracts and labels.

54. The above described defects and non-conformities present in the Vehicle render the Vehicle unmerchantable and thereby not fit for the ordinary and essential purpose for which the Vehicle was intended by Manufacturer.

55. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the use of the Vehicle.

56. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson Moss Warranty Act, the Uniform Commercial Code, and Georgia Statutory Law, including, but not limited to:
 - (i) loss of use;
 - (ii) lost wages;
 - (iii) aggravation and inconvenience damages;
 - (iv) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
 - (v) any other incidental and consequential damages;
 - (vi) Plaintiff be awarded reasonable attorneys' fees and costs; and
- c. Plaintiff be awarded such other and further relief as the Court deems right and appropriate.

COUNT III
BREACH OF WRITTEN WARRANTY
PURSUANT TO ARTICLE 2A OF THE GEORGIA COMMERCIAL CODE
MANUFACTURER

57. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-56 of this Complaint.

58. Plaintiff is a lessee of the Vehicle who received the Vehicle during the duration of a written warranty period applicable to the Vehicle and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

59. Plaintiff's lease of the Vehicle was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the lease of the Vehicle to repair or replace the defective parts, or take other remedial action free of charge to Plaintiff with respect to the Vehicle in the event that the Vehicle failed to meet the specifications set forth in Manufacturer's warranty.

60. Manufacturer's written warranty was the basis of the bargain of the sale between Seller and Lessor and the basis of the bargain of the lease between Plaintiff and Lessor.

61. Said lease of Plaintiff's Vehicle was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

62. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

63. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and is entitled to bring suit for such damages and other legal relief.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson Moss Warranty Act, the Uniform Commercial Code, and Georgia Statutory Law, including, but not limited to:
- (i) loss of use;
 - (ii) lost wages;
 - (iii) aggravation and inconvenience damages;
 - (iv) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
 - (v) any other incidental and consequential damages;
 - (vi) Plaintiff be awarded reasonable attorneys' fees and costs; and
- c. Plaintiff be awarded such other and further relief as the Court deems right and appropriate.

Pursuant to O.C.G.A. 15-12-122(c)(2), Plaintiff requests that the present case be tried by a jury.

Submitted this 15 day of September 2003.

Respectfully Submitted,
MICHAEL HOS

By: 

Attorney for Plaintiff

KROHN & MOSS, LTD.
1100 Spring Street NW, Suite 350
Atlanta, Georgia 30309
Attorney No. 269980
(404) 869-4280

EXHIBIT A



Where It's All About You

VEHICLE PURCHASE/LEASE AGREEMENT

8884 Commerce Avenue
Duluth, GA 30090
Phone (770) 478-8800 • Fax (770) 478-8414
www.unity.com

Purchase Lease

PURCHASER

NAME: [REDACTED]
ADDRESS: [REDACTED]
CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
PHONE: [REDACTED]
DATE: 08/10/02
VIN: MA252-63-0338
LIC. NO. & STATE: [REDACTED] EXP. DATE: 04/15/2006
LIC. CLASS: NONE

CO-PURCHASER

NAME: [REDACTED]
ADDRESS: [REDACTED]
CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
PHONE: [REDACTED]
LIC. NO. & STATE: [REDACTED] EXP. DATE: [REDACTED]
LIC. CLASS: [REDACTED]

SELLING VEHICLE

YEAR: 1993 COUNTRY: USA
COUNTRY: USA
VIN: 1G1JC5G41D101792
MAKE: BUICK
MODEL: LESABRE
YEAR: 1993
COLOR: SILVER

LEASER

LEASER NAME: FINANCIAL SERVICES NA, LLC
ADDRESS: 515 PARKCENTER CIR.
CITY: DUBLIN GA 3017-3635

GEORGIA'S MOTOR VEHICLE WARRANTY RIGHTS (NEW VEHICLES ONLY) -
I hereby warrant that I have been given a copy of the statement of rights under
Georgia's Motor Vehicle Warranty Rights Act and the dealer has collected a \$0.00
fee for the Georgia Law booklet July 1, 1999.

INSURANCE

INSURANCE CO: LAKE FARM
AGENT NAME: M L LISTER
ADDRESS: [REDACTED]
CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
PHONE: 404/261-2611
POLICY NO: [REDACTED]

TRADE-IN

YEAR: 1993 MAKE: MERCEDES BENZ
MODEL: E300
VIN: [REDACTED]
CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
PHONE: [REDACTED]
LIC. NO. & STATE: [REDACTED] EXP. DATE: [REDACTED]
LIC. CLASS: [REDACTED]

MSRP	37,495.00
SALES PRICE	40,998.38
GROSS TRADE ALLOWANCE	4,057.44
TRADING DIFFERENCE	3,663.06
ADMINISTRATION FEE	687.00
SUBTOTAL	3,366.04
SALES TAX	4.00
TITLE & LICENSE FEE	75.00
TRADE VEHICLE PAYOFF	40,657.44
LUXURY TAX	N/A
LEMON LAW FEE	5.00
SUBTOTAL	45,348.23
ACU FEE	5.50
UPFRONT FEES	153.65
BALANCE	45,412.38

TERMS AND CONDITIONS

As used in this Agreement the terms (a) "dealer" shall mean the authorized dealer designated in this Agreement, (b) "purchaser" shall mean the party(ies) executing this Agreement, whether for purchase or lease, and (c) "manufacturer" shall mean the Corporation that manufactured the vehicle or vehicles, if being sold by the Purchaser and Dealer that Dealer is in no respect the agent of the Manufacturer. The Dealer and Purchaser are the only parties to this Agreement. Any reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

The undersigned Purchaser hereby certifies that he is of legal age to execute binding contracts in this state and hereby agrees to purchase/lease from Dealer the vehicle described herein. The terms and conditions of this Agreement shall be the terms and conditions of the purchase/lease and shall be the entire agreement between the parties. The terms and conditions of this Agreement shall be the terms and conditions of the purchase/lease and shall be the entire agreement between the parties. The terms and conditions of this Agreement shall be the terms and conditions of the purchase/lease and shall be the entire agreement between the parties.

I hereby certify that the TRADE-IN is not salvage or rebuilt; that there is no frame damage or major track damage; that the TRADE-IN has not been flooded by water or used as a taxi or other vehicle; and in consideration of the sum shown above as Used Car Allowance

THE ONLY WARRANTY APPLYING TO THIS VEHICLE ARE THOSE PROVIDED BY THE MANUFACTURER. IN ANY CASE, THE DEALER IS NOT RESPONSIBLE FOR THE WARRANTY. EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES.

Global Imports BMW

500 Interstate North Parkway • Atlanta, Georgia 30338

Service - Parts - Motorcycles (770) 951-1119 • New and Pre-Owned Sales (770) 951-BMW6 (2697)



VEHICLE #	82735	OWNER	STEVEN RONALD ANDR	STOCK #	7825	DATE	01/16/04	WARRANTY #	3378021
ADDRESS	LAWRENCEVILLE, GA	MAKE		MODEL	9,19	COLOR	SILVER/	YEAR	
VEHICLE #	047887325	VEHICLE #	WBAED33424PL00792	VEHICLE #		VEHICLE #		VEHICLE #	
VEHICLE #		VEHICLE #		VEHICLE #		VEHICLE #	02/15/04	VEHICLE #	
								NO:	9193

33

PLASTER ON FRONT WHEEL TO TECHNISE WHEEL

33

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
<p>JOB # 1 TOTAL PARTS 0.00</p> <p>JOB # 1 TOTAL LABOR & PARTS 0.00</p>						
<p>33.8 220KZ TRANSMISSION</p> <p>CUSTOMER STATES TRANS DELAYS GOING INTO DRIVE SHIP IS HERE</p> <p>FAULTY CK ON DTS TRANS SLIPPING STARTS 07-03/07</p> <p>REPLACED AUTO TRANS DC 24-00-20-63-00 LO 0064230</p> <p>LA 33-7825</p>						
<p>JOB # 2</p> <p>1 24-00-7-127-936 RWD TRANS.</p> <p>JOB # 2 TOTAL PARTS 0.00</p> <p>JOB # 2 TOTAL LABOR & PARTS 0.00</p>						
<p>33.8 0142Z</p> <p>RECOMMENDED MAINT</p> <p>CUSTOMER STATES OIL LIGHT ON PLEASE TOP OFF</p> <p>REPLACED OIL LEVEL SWITCH /CHANGED OIL</p>						
<p>JOB # 3</p> <p>1 11-21-7-808-083 OIL SENSOR</p> <p>JOB # 3 TOTAL PARTS 0.00</p> <p>JOB # 3 TOTAL LABOR & PARTS 0.00</p>						

ESTIMATE ORIGINAL ESTIMATE OF \$0.00 (+TAX)

TECHNICIAN CERTIFICATION

30940 JAMES MICHAEL BROWN 6142

Factory Authorized BMW Service for Automobiles from Global Imports BMW

The Largest BMW Retail Facility in the Country

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Thank You for Your Business

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Global Imports BMW

500 Interstate North Parkway • Atlanta, Georgia 30339

Service - Parts - Motorcycles (770) 951-1119 • New and Pre-Owned Sales (770) 951-BMW (2697)



INVOICE NO. 82735	CUSTOMER NAME STEVEN RONALD ANDR	PHONE NO. 7625	DATE 01/16/04	INVOICE NO. BAC9376021
ADDRESS LAWRENCEVILLE, GA	MODEL 9,191	COLOR SILVER/	FINISH 	PRICE
DATE OF SALE 01/16/04	VEHICLE ID WBAKD33424PL00792	REGISTRATION 	TITLE 	SALES TAX
SALES TAX 01/15/04	NO: 9193			

 * CASH CHECK CK NO. [] *
 * VISA MASTERCARD *
 * AMEX EXPRESS OTHER CHARGE *

TOTAL LABEL..... 6.00
 TOTAL TAXES..... 6.98
 TOTAL SALES..... 0.00
 TOTAL REG CHG..... 0.00
 TOTAL REG DISC..... 0.00
 TOTAL TAX..... 6.98
TOTAL INVOICE \$ 0.00

IMPORTANT: YOU WILL RECEIVE A SURVEY FROM SKY
 MAILING IN THE NEAR FUTURE ABOUT YOUR LAST SERVICE
 EXPERIENCE. IF FOR ANY REASON YOU CANNOT RESPOND AS AN
 EXCELLENT CUSTOMER, PLEASE CALL YOUR SERVICE ADVISOR
 IMMEDIATELY AT 770-951-1119. THANK YOU FOR YOUR BUSINESS!

CUSTOMER SIGNATURE _____

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 Service for
 Automobiles
 from
 Global Imports BMW

The Largest BMW Retail
 Facility in the Country

Global Imports BMW
 is your
"FULL MOBILITY"
 Retailer Striving for
EXCELLENCE!

Home of the Original
"PASSPORT DETAIL"
 Complete Automobile
 Detailing Available
 Satisfaction Guaranteed

*Thank You for Your
 Business*

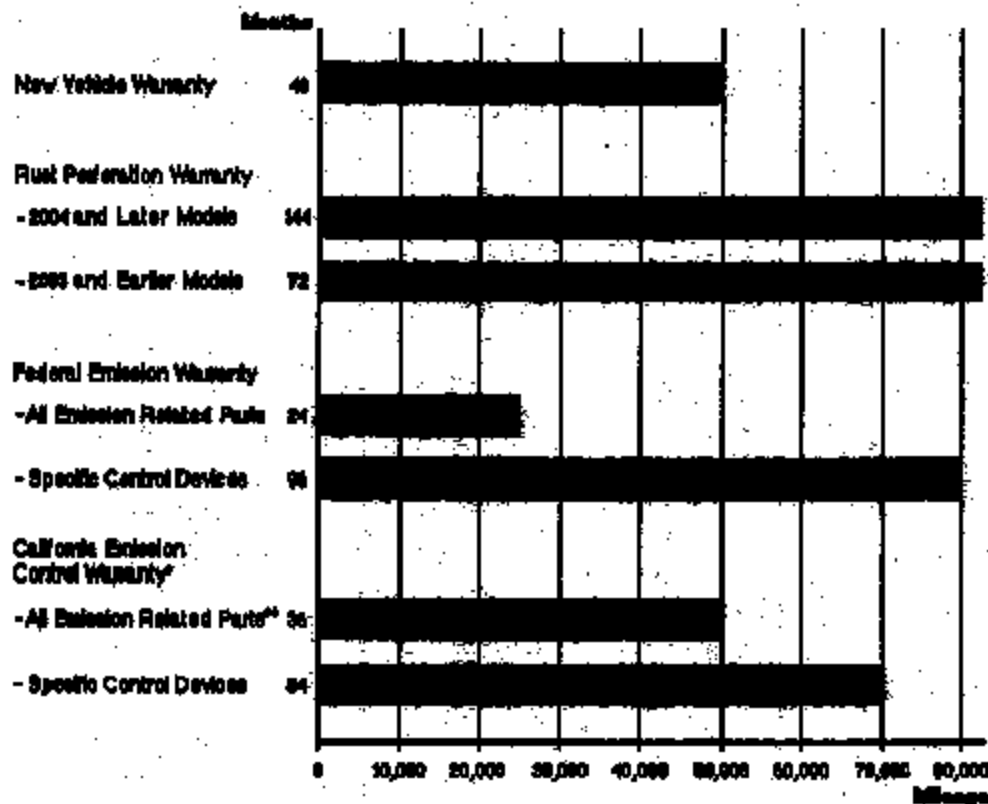
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DP04-001 Problem Codes

2400004500	AUTO TRANS-LEAKING
2400013900	TRANS FORWARD GEARS-NOISY
2400063900	REVERSE CAUSING NOISE
2400073900	AUTOMATIC TRANSMISSION, FORWARD GEARS, VEHICLE STATIONARY CAUSING NOISE
2400083900	AUTOMATIC TRANSMISSION, REVERSE, VEHICLE STATIONARY CAUSING NOISE
2400173900	AUTOMATIC TRANSMISSION SHIFT CHARACTERISTICS, UPSHIFTS CAUSING NOISE
2400178900	AUTOMATIC TRANSMISSION SHIFT CHARACTERISTICS, UPSHIFTS SLIPPING
2400176100	AUTO TRANS-ROUGH UPSHIFTS
2400177700	!!! NO DESCRIPTION AVAILABLE !!!
2400186900	AUTOMATIC TRANSMISSION SHIFT CHARACTERISTICS, DOWNSHIFTS SLIPPING
2400188100	AUTOMATIC TRANSMISSION SHIFT CHARACTERISTICS, DOWNSHIFTS TOO ROUGH
2400196100	AUTOMATIC TRANSMISSION, SELECTING GEAR (FROM N OR P) TOO ROUGH
2400208000	SHIFT DELAY (N-P)-EXCESSIVE
2400218900	AUTO TRANS SHIFT-TOO SOON
2400218000	AUTO TRANS SHIFT-TOO LATE
2400238300	TRANS IN FAILSAFE-NO SHIFT
2400248500	AUTO TRANS, FORWARD-NO EFFECT
2400286600	AUTO TRANS.-NO REVERSE
2400273800	START-OFF GEARSHIFT, AUTOMATIC TRANSMISSION SHAKING
2400278100	START-OFF GEARSHIFT, AUTOMATIC TRANSMISSION TOO ROUGH
2400906300	SI.B24 07 03,GM5 DELAYED P TO D SHIFT

Summary of BMW NA Limited Warranties - Car Models

Coverage is for 2000 through 2004; specific coverage for older models may vary. Chart is for reference purposes only. For specific coverages, refer to the Service and Warranty Information booklet for the applicable year.



PLEASE NOTE: Vehicles placed in demonstrator service by an authorized BMW center are eligible for a 3 month/5,000 mile extension to the 4 year/50,000 mile new vehicle warranty.

* The California Emissions Control System Limited Warranty applies to all 2000 through 2004 U.S. specification BMW vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.

** Coverage is 15 years or 150,000 miles whichever occurs first for all U.S. specification BMW SULEV (PZEV) vehicles sold, leased, and/or registered in California, Maine, Massachusetts, New York or Vermont.

2000 through 2004 Car Models

New Vehicle Limited Warranty - 2000 through 2004 Models (Valid only in the U.S.A. and Puerto Rico)

Warranty

BMW NA warrants 2000 through 2004 U.S. specification vehicles distributed by BMW NA or sold through the BMW NA European Delivery Program against defects in materials or workmanship to the first retail purchaser, and each subsequent purchaser.

Warranty Period

The warranty period is 48 months or 50,000 miles, whichever occurs first.

Warranty Begins

This warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

Warranty Coverage

To obtain service under this warranty, the vehicle must be brought, upon discovery of a defect in material or workmanship, to the workshop of any authorized BMW center, during normal business hours. The center will, without charge for parts or labor, either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision to repair or replace said part(s) is solely the prerogative of BMW NA. Parts for which replacements are made become the property of BMW NA.

In all cases, a reasonable time must be allowed for warranty repairs to be completed after the vehicle is received by the BMW center.

Safety Belt Warranty - Kansas

Safety belts are covered under the BMW New Vehicle Limited Warranty for defects in material or workmanship for a period of 10 years, unlimited mileage from the date of purchase. In order to be eligible for this coverage, the vehicle must be a new car retailed in the State of Kansas and the repair performed by an authorized BMW center in Kansas.

Towing/Other Owner Benefits

A 24-hour Roadside Assistance Program is available to every BMW owner during the new vehicle warranty period.

Roadside assistance and other owner benefits are available by calling:

1-800-332-4269

For additional details on towing and other owner benefits please refer to the BMW Roadside Assistance section of the Service and Warranty Information Booklet for the applicable model year.

Other Items

Wheel alignment, balancing and wiper blade inserts are covered up to 2,000 miles.

Items which are subject to wear and tear or deterioration due to driving habits or conditions, such as brake pads/linings, brake discs, clutch disc, pressure plate, filters, upholstery, trim and chrome items, paint finish, drive belts, glass, and similar items, are specifically limited to defects in material or workmanship.

This warranty does not apply to the following:

Damage which results from negligence, improper operation of the vehicle, improper repair, lack of or improper maintenance, environmental influences, flood, accident or fire damage, road salt corrosion, or use of improper or contaminated fuel.

Maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tuneup parts, replacement of filters, coolant, and refrigerant.

Failure to maintain the vehicle properly in accordance with the instructions in the Owner's Manual or the Service Section of this Statement, that results in the failure of any part of the vehicle.

Modification of the vehicle or installation of any performance accessories or components attached to the vehicle which alters the original engineering and/or operating specifications or which result in damage to the other original components, electrical interference, electrical short, radio static, water leaks and wind noise.

Tires are warranted by their respective manufacturer as detailed in the applicable tire manufacturer's warranty statements. Instructions for proper tire care and maintenance are contained in the Owner's Manual. Should you experience difficulty in obtaining warranty service from a tire manufacturer, your authorized BMW center will assist you in resolving the difficulty.

Non-BMW Parts - While you may elect to use non-genuine BMW parts for maintenance or repair services, BMW NA is not obligated to pay for repairs that include non-genuine BMW parts or for any damage resulting from the use of non-genuine parts.

BMW will not accept any liability for any parts and accessories not approved by BMW.

This warranty shall be null and void if the vehicle identification number has been altered or cannot be read, if the odometer has been replaced or altered and the true mileage cannot be determined, if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

General

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

The BMW Certified Pre-Owned Limited Warranty:

The BMW Certified Pre-Owned limited warranty is applicable to the retail purchaser and each subsequent retail purchaser (not for resale purposes) of the CPO vehicle sold through an authorized BMW center for 2 years or 50,000 miles from the effective date, whichever occurs first.

Limited Warranty - Rust Perforation

2004 and Later Models

BMW NA warrants this original vehicle against defects in materials or workmanship which will result in rust perforation of the vehicle body for a period of 12 years, without mileage limitation, commencing on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

2003 and Earlier Models

BMW NA warrants this original vehicle against defects in materials or workmanship which will result in rust perforation of the vehicle body for a period of 6 years, without mileage limitation, commencing on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

To obtain service under this warranty, the vehicle must be brought, upon discovery of any rust perforation, to the workshop of any authorized BMW center. This center will, without charge for parts or labor, either repair or replace the defective part(s). The decision to repair or replace said part(s) is solely the prerogative of BMW of North America. Parts for which replacements are made become the property of BMW of North America.

REQUIRED MAINTENANCE:

In order to keep this warranty in effect, the vehicle must be inspected at every BMW Inspection II (at least every two years). Any areas requiring preventative maintenance must be repaired. (THIS INSPECTION/MAINTENANCE IS AT THE OWNER'S EXPENSE).

The Inspection/Maintenance consists of:

- a. Washing the chassis before inspection, if necessary, due to dirt accumulation.
- b. Repairing any damages to undercoating or paint due to stone chips, gravel erosion, scratches, or other external influences.

BMW of North America makes no other express warranty on this product except the new car warranty or the warranty as to the emission control system. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

BMW OF NORTH AMERICA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any legal claim or action arising from any express or implied warranty contained herein must be brought within 12 months of the date it arises.

This warranty does not apply to the following:

- a. Damage caused by negligence, improper accident damage repairs, or improper use.
- b. Damage attributable to failure to perform required inspections/maintenance at the specified intervals or in accordance with the BMW rust inspection/maintenance program instructions. Proof must be provided by a paid invoice or filling in the appropriate boxes in the Service Section of the Service and Warranty Information booklet for the applicable year.

BMW will not accept any liability for any parts and accessories not approved by BMW.

This warranty shall be null and void if the vehicle identification number has been altered or cannot be read, if the odometer has been replaced or altered and the true mileage cannot be determined, if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

Federal Emissions System Defect Warranty (Valid only in the U.S.A. and Puerto Rico)

This warranty applies only to U.S. specification vehicles distributed by BMW of North America (BMW NA) or sold through the BMW NA European Delivery Program.

Then, in accordance with the provisions of section 207(b) of the Clean Air Act, BMW NA warrants to the first retail purchaser, and each subsequent purchaser, that the car (a) was designed, built and equipped so as to conform, at the time of sale, with all regulations of the U.S. Environmental Protection Agency applicable at the time of manufacture and (b) is free from defects in materials and workmanship which would cause it to fail to conform with applicable regulations for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emission control components (as listed on Page 33), for which the warranty period is 8 years or 80,000 miles whichever occurs first.

This warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

Warranty claims must be made as soon as reasonably possible after a defect is discovered. To make a claim, the car must be brought to any authorized BMW center during normal business hours.

The BMW center will, without charge for parts or labor (including diagnosis), either repair or replace the defective part, if any. The decision whether to repair or replace said parts is solely the prerogative of BMW NA and must be expected to correct the failure of the warranted part. Parts for which replacements are made become the property of BMW NA. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the car is received by the BMW center.

For assistance in determining which specific parts or components of your vehicle are covered under this warranty, please contact your BMW center.

It is the owner's responsibility to have all scheduled inspection and maintenance services performed (at the owner's expense), as prescribed in the maintenance schedule for the BMW Emission Control System. Service intervals are computed by the onboard BMW service interval indicator and displayed on the instrument panel. The instructions for proper maintenance and use can be found in the Owner's Manual. It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be certified BMW Service Parts or BMW Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than certified BMW Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized BMW center or a warranty replacement part is not reasonably available (within 30 days), repairs may be performed at any available service establishment using any equivalent part. BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed BMW NA rates for labor, parts, and diagnosis in said area) that are covered under this warranty. Replaced parts and paid invoices must be presented at a BMW center as a condition of reimbursement for emergency repairs not performed by a BMW center.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of the emission control system. If other than certified BMW Service Parts or Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine BMW parts in performance and durability. BMW NA assumes no liability under this warranty with respect to parts other than genuine BMW parts.

However, the use of non-BMW replacement parts or non-EPA certified parts does not invalidate the warranty on other components, unless non-BMW parts or non-EPA certified parts cause damage to warranted parts.

What is not covered

This warranty does not cover malfunctions caused by any of the following: accident, flood, misuse, improper adjustment, modification, alteration, tampering, disconnection, improper or inadequate maintenance, use of leaded fuel or fuels containing more than 10% ethanol, or other oxygenates with more than 2.5% oxygen by weight (i.e., more than 16% MTBE or more than 3% methanol plus an equivalent amount of co-solvent).

The replacement of maintenance parts, such as spark plugs, filters and similar items used in required maintenance services, the repair or replacement of maintenance parts beyond the first required inspection/maintenance, or if the part has been replaced earlier for reasons other than it being defective.

The car or any part of the car unless a failure causes the car to fail to conform to applicable emission regulations.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

The car, if the vehicle identification number is altered or cannot be read, or if the car has been declared a total loss or sold for salvage purposes.

General

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

BMW NA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. Additionally, if you are a California, Massachusetts or Vermont resident and your vehicle is registered in that state, your vehicle is eligible for California Emissions Warranty coverage.

These federal warranty provisions also apply to all vehicles sold in all U.S. states and territories regardless of whether a state has enacted state warranty provisions that differ from the federal provisions.

Federal Emissions Performance Warranty (Valid only in the U.S.A. and Puerto Rico)

In those states and jurisdictions that have established periodic vehicle emissions tests to encourage proper vehicle maintenance and require the car to pass an emissions test approved by the U.S. Environmental Protection Agency and:

1. The car was distributed by BMW of North America (BMW NA), or sold through the BMW NA European Delivery Program; and
2. The car has been maintained and operated in accordance with the instructions for proper maintenance and use set forth in the Owner's Manual supplied with the car; and
3. The car fails to conform to the applicable emissions standards of the EPA as judged by an EPA

approved emissions test; and

4. The failure to conform results or will result in the owner of the car having to bear a penalty or other sanction (including the denial of the right to use the car) under local state or federal law if the non-conformity is not remedied within a specified period of time.

Then, in accordance with the provisions of section 207(b) of the Clean Air Act, BMW NA warrants that if the car is eligible for coverage under this warranty, any non-conformities in the car, which cause it to fail an EPA-approved emissions test, will, without charge for parts or labor (including diagnosis), be adjusted, repaired, or replaced, at the option of BMW NA to proper specifications, in order to make the car comply with applicable emissions standards. The decision to adjust, repair or replace parts is solely the prerogative of BMW NA and must reasonably be expected to correct the failure of the warranted part.

This warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier. This warranty continues for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emissions control components (As listed on Page 33), for which the warranty period is 8 years or 80,000 miles whichever occurs first.

This warranty is made subject to the terms and conditions that apply to the Emission Control System Warranty and the New Vehicle Limited Warranty.

No claim under this warranty will be denied on the basis of use of a properly installed EPA certified emission part for maintenance and repair.

A vehicle manufacturer may deny an emission performance warranty claim on the basis of an uncertified replacement part used in the maintenance or repair of a vehicle only if the vehicle manufacturer presents evidence that the uncertified replacement part is either defective in materials or workmanship or not equivalent from an emission standpoint to the original equipment part.

Maintenance, replacement, or repair of emission control devices and systems may be performed by any automotive repair establishment or individual using any certified part.

Immediately after the car has failed an EPA approved emission short test, your claim can be made at any authorized BMW center. The center will honor or deny your claim within the time period specified by local or state laws (not to exceed 30 days), to avoid further penalties or sanctions. If the claim is denied, the center will notify you in writing of the reason(s). The BMW center is required by law to honor the claim if notice of denial is not received by the owner within the specified time period.

You may obtain further information concerning the emission warranties, or report violations of warranty terms, by contacting the Manager, Certification and Compliance Division (6405J), Warranty Claims, Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460.

The following systems are covered by the Federal Emission Performance Warranty for a period of two years or 24,000 miles, whichever occurs first. The specific systems may vary according to model, therefore, all of the systems listed may not be used on your vehicle. For assistance in determining which systems and specific components within these systems apply to your vehicle, please contact your BMW center.

AIR INDUCTION SYSTEM

FUEL METERING SYSTEM

IGNITION SYSTEM

POSITIVE CRANKCASE VENTILATION SYSTEM (PCV)

FUEL EVAPORATIVE CONTROL SYSTEM

EXHAUST SYSTEM

ENGINE EMISSION CONTROL SYSTEM SENSORS/DEVICES

ON BOARD DIAGNOSTIC SYSTEM (OBD)

SECONDARY AIR INJECTION SYSTEM *

RELATED PARTS ASSOCIATED WITH THE ABOVE SYSTEMS

The following components and/or system are/is covered under the Federal Emission Performance Warranty for a period of 8 years or 80,000 miles, whichever occurs first.

CATALYTIC CONVERTER

ENGINE CONTROL MODULE (INCLUDING ONBOARD DIAGNOSTIC SYSTEM)

For assistance in determining coverage of the specific components of the on-board diagnostic system, please contact your BMW center.

- * 2000 through 2002 models only.

California Emission Control Warranty Statement[®] Your Warranty Rights and Obligations

The California Air Resources Board and BMW of North America (BMW NA) are pleased to explain the emission control system warranty on your 2000 through 2004 vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. BMW NA must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and engine computer. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, BMW NA will repair your vehicle at no cost to you including diagnosis, parts and labor.

Manufacturer's Warranty Coverage:

- For 3 years or 50,000 miles whichever occurs first: **
- 1. If your vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by BMW NA to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
- 2. If any emission-related part on your vehicle is defective, the part will be repaired or replaced by BMW NA. This is your short-term emission control system **DEFECTS WARRANTY**.
- For 7 years or 70,000 miles whichever occurs first: **

If an emission-related part listed in this Warranty Section specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by BMW NA. This is your long-term emission control system **DEFECTS WARRANTY**. **

Owner's Warranty Responsibilities:

- As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. BMW NA recommends that you retain all receipts covering maintenance on your vehicle, but BMW NA cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- You are responsible for presenting your vehicle to an authorized BMW center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

- As the vehicle owner, you should also be aware that BMW NA may deny your warranty coverage if your vehicle or part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact:

BMW of North America
Customer Relations Department
P.O. Box 1227
Westwood, N.J. 07675-1227
Telephone: 1-800-931-1117
website: www.bmwusa.com

or the

California Air Resources Board
9528 Telstar Avenue
P.O. Box 8001
El Monte, CA 91731

- * The California Emissions Control System Limited Warranty applies to all 2000 through 2004 U.S. specification BMW vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.
- ** Coverage is 15 years or 150,000 miles whichever occurs first for all U.S. specification BMW SULEV (PZEV) vehicles sold, leased, and/or registered in California, Maine, Massachusetts, New York or Vermont.

California Emission Control System Limited Warranty*

This warranty applies to California certified vehicles distributed by BMW of North America (BMW NA) or sold through the BMW NA European Delivery Program, registered and operated primarily in California.

BMW NA warrants to the original purchaser and each subsequent owner that the vehicle is:

- (a) designed, built and equipped so as to conform with the applicable California Air Resources Board emission standards.
- (b) free from defects in materials and workmanship which cause any part that can affect emissions to fail to conform with applicable requirements or to fail a California Smog Check test or EPA approved short test for a period of 3 years or 80,000 miles, whichever occurs first. **
- (c) free from defects in materials and workmanship in emission related parts, which are contained in the California Emission Warranty Parts List on page 37, for a period of 7 years or 70,000 miles, whichever occurs first. **

This warranty begins on the date of first retail sale, or the date the vehicle is first placed in service as a demonstrator or company vehicle, whichever is earlier.

To obtain service under this warranty, the vehicle must be brought, upon failure of a Smog Check test or upon discovery of the defect, to the workshop of any authorized BMW center, during normal business hours. The BMW center will honor or deny your claim within 30 days. If the claim is denied, the BMW center will notify you in writing of the reason(s). The BMW center is required by law to honor the claim if notice is not given to the owner within 30 days.

The BMW center will, without charge for parts or labor (including diagnosis), either adjust, repair or replace the defective part and other parts affected by the failure of the warranted part, if any. If your vehicle failed the California Smog Check test or an EPA approved short test, then BMW NA will repair your vehicle so that it will pass this test. Items that require scheduled replacement are warranted up to the replacement interval specified in the Service Section of this Statement. BMW NA may repair a part in lieu of replacing it when performing warranty repairs. Parts for which replacements are made become the property of BMW NA. After 3 years or 50,000 miles, and in accordance with paragraph (c) above, such repairs are limited to the repair or replacement of those parts identified in the California Emissions Warranty List.

If your California registered vehicle is between 7 and 8 years old and has been driven less than 80,000 miles, then your vehicle is eligible for additional warranty coverage under the Federal Emissions Warranty. **

A repair performed as the result of a smog check test failure due to a defect in a part, which is warranted for 7 years/70,000 miles, is covered. **

In all cases, a reasonable time, not to exceed 30 days, must be allowed for a warranty repair to be completed, after the car is received by the BMW center.

It is the owner's responsibility to have all required maintenance services performed (at the owner's expense), as prescribed in the maintenance schedule for the BMW Emission Control System. Service intervals are computed by the service interval indicator and displayed on the instrument panel.

However, BMW NA will not deny your warranty repair claims solely because you do not have maintenance records or you did not perform the required maintenance unless BMW NA demonstrates that such lack of required maintenance is a direct cause of the emission control system failure. The instructions for required maintenance and use can be found in the Owner's Manual and in the Service and Warranty Information booklet for the applicable model year.

It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be genuine BMW Service Parts or BMW Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than BMW Authorized Remanufactured or genuine BMW Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized BMW center is not reasonably available or a warranty replacement part is not available within 30 days, repairs may be performed at any available service establishment or by any individual using any replacement part.

A repair not completed within 30 days constitutes an emergency. BMW NA will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed BMW suggested retail price for all warranted parts replaced and labor charges based on the manufacturer's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate) that are covered under this warranty. Replaced parts and paid invoices must be presented to a BMW center as a condition of reimbursement for emergency repairs not performed by a BMW center.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of emission control systems. If other than genuine BMW Service Parts or Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurance that such parts are warranted by their manufacturer to be equivalent to genuine BMW parts in performance and durability. BMW NA assumes no liability under this warranty with respect to parts other than genuine BMW parts.

However, the use of non-BMW replacement parts does not invalidate the warranty on other components, unless non-BMW parts cause damage to warranted parts.

What is not covered

This warranty does not cover malfunctions caused by any of the following: accident, flood, misuse,

modification, alteration, tampering, disconnection, improper or inadequate maintenance, except if performed by an authorized BMW center doing warranty repair work, use of leaded fuel or fuel other than as specified in the Owner's Manual.

The replacement of maintenance parts, such as spark plugs, filters and similar items used in required maintenance services or the repair or replacement of maintenance parts beyond the first replacement interval.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

The car, if the vehicle identification number is altered or cannot be determined, or if the car has been declared a total loss or sold for salvage purposes.

General

The warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. BMW OF NORTH AMERICA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

For assistance in determining which parts are covered by this warranty, please contact your authorized BMW center or the BMW NA Customer Relations Department at 1-800-831-1117. You may obtain further information concerning the emissions warranty or report violations of warranty terms, by contacting Air Resources Board (ARB), Mobile Source Division, 9628 Teister Avenue, P.O. Box 8001, El Monte, CA 91731. Please include the title of the BMW service department head and telephone number.

California Emission Warranty Parts List

The following components are covered for defects by the California Emission Control System Limited Warranty for a period of 7 years or 70,000 miles, whichever comes first:

2000 - 2004 MODELS

<u>COMPONENT</u>	<u>M3 coupe M3 convertible</u>	<u>3 Series</u>	<u>Z3, 2.5i Z3 3.0i Z3 coupe</u>
INTAKE AIR COLLECTOR (PLENUM)	x		
INTAKE MANIFOLD	x	x	x
THROTTLE BODY AND GASKET	x		x
THROTTLE ACTUATOR			
VANOS CAMSHAFT POSITION CONTROLLER	x	x	x
ENGINE CONTROL MODULE	x	x	x
IDLE SPEED CONTROL VALVE	x		
FUEL RAIL	x		

KNOCK SENSOR	x		
FUEL TANK	x	x	x
EXHAUST MANIFOLD	x	x	x
EXHAUST MANIFOLD WITH CATALYST	x	x	x
THREE WAY CATALYTIC CONVERTER	x	x	x
TRANSMISSION CONTROL MODULE		x	x

<u>COMPONENT</u>	<u>Z4</u>	<u>5 Series</u>	<u>M roadster M coupe</u>
INTAKE AIR COLLECTOR (PLENUM)	x		x
INTAKE MANIFOLD	x	x	x
THROTTLE BODY AND GASKET	x		x
THROTTLE ACTUATOR			
VANOS CAMSHAFT POSITION CONTROLLER	x	x	x
ENGINE CONTROL MODULE	x	x	x
IDLE SPEED CONTROL VALVE	x		x
FUEL RAIL	x		x
KNOCK SENSOR	x		
FUEL TANK	x	x	x
EXHAUST MANIFOLD	x	x	x
EXHAUST MANIFOLD WITH CATALYST	x	x	x
THREE WAY CATALYTIC CONVERTER	x	x	x
TRANSMISSION CONTROL MODULE	x	x	

<u>COMPONENT</u>	<u>M5</u>	<u>Z8</u>	<u>748i, 745Li, 780Li</u>
INTAKE AIR COLLECTOR (PLENUM)	x	x	
INTAKE MANIFOLD	x	x	x
THROTTLE BODY AND GASKET	x	x	

THROTTLE ACTUATOR	X	X	
VANOS CAMSHAFT POSITION CONTROLLER	X	X	X
ENGINE CONTROL MODULE	X	X	X
IDLE SPEED CONTROL VALVE	X	X	
FUEL RAIL	X	X	
KNOCK SENSOR	X	X	X
FUEL TANK	X	X	X
EXHAUST MANIFOLD	X	X	X
EXHAUST MANIFOLD WITH CATALYST	X	X	X
THREE WAY CATALYTIC CONVERTER	X	X	X
TRANSMISSION CONTROL MODULE			X
FUEL TANK EVAP LINES			X

Note: Specific components covered by the California Emission Warranty for other models are listed in the Service and Warranty information booklet for the applicable model year.

- * The California Emissions Control System Limited Warranty applies to all 2000 through 2004 U.S. specification BMW vehicles sold, leased, and/or registered in California, Maine, Massachusetts or Vermont.
- ** Coverage is 15 years or 150,000 miles whichever occurs first for all U.S. specification BMW SULEV (PZEV) vehicles sold, leased, and/or registered in California, Maine, Massachusetts, New York or Vermont.

SI B 24 07 03
Automatic Transmissions

December 2003
Service Engineering

SUBJECT

GM5: Delayed P to D Engagement on Cold Start

MODEL

E46 with GM5: 325iA, 325xiA, 325xiTA, 330xiA from 09/02 up to 12/03

E46 with GM5: 325CiA, 325CicA, 330CiA, 330CicA, 325iTA from 03/03 up to 12/03

E53 X5 3.0iA with GM5 from 09/02 up to 12/03

SITUATION

Customer may complain of delayed P to D engagement (2 to 30 seconds) during the first cold start in the morning.

CAUSE

Unfavorable tolerances of C1 clutch housing causing internal transmission pressure leak after extended (overnight) parking.

CORRECTION

On a customer complaint basis only, after verifying the above mentioned situation, replace transmission with the improved unit.

For transmission replacement procedure refer to RA 24 00 048 found in BMW TIS.

Important:

Due to extremely limited availability, orders for GM5 transmissions must be initiated by your AMM or FSE directly through the Technical Hotline/Drivetrain.

Any order placed outside of this method will be canceled. When inventory reaches acceptable levels, this restriction will be relaxed. However, at this time, it is imperative that these units be allocated on a critical need/VIN basis only.

PARTS INFORMATION

Part Number	Description	Quantity
07 12 9 900 047	M12x1.5 self locking nut for output flange	3
24 00 7 515 157	GM5 trans for 325xiA/xiTA from 09/02-03/03	1
24 00 7 523 279	GM5 trans for 325xiA/xiTA from 03/03	1
24 00 7 515 279	GM5 trans for 330xiA from 09/02-03/03	1
24 00 7 523 281	GM5 trans for 330xiA from 03/03	1
24 00 7 527 935	GM5 trans for 325iA/CiA/ CcA	1

24 00 7 530 439	GMS trans for 330CIA/CicA	1
24 00 7 518 604	GMS trans for X5 3.0iA up to 10/03	1
24 00 7 525 324	GMS trans for X5 3.0iA from 10/03	1

WARRANTY INFORMATION

Covered under the terms of the BMW New Vehicle Limited Warranty.

Defect Code	24 00 90 63 00	
Main Work		Replace transmission
Labor Operation:		Labor Allowance:
00 54 230		53 FRU – 325iA/330iA
		75 FRU – 325xiA/330xiA
		71 FRU – X5 3.0iA
+Associated Work:		Replace transmission
Labor Operation:		Labor Allowance:
00 54 897		52 FRU – 325iA/330iA
		74 FRU – 325xiA/330xiA
		69 FRU – X5 3.0iA

Note: The following explanations will spell out the correct use of the work times.

Main Work: Use this labor operation number when the only repair performed is the listed warranty repair.

OR

+Associated Work: Use this labor operation number when other repairs or services are performed along with the listed warranty repair. Under no circumstances should both labor operation numbers be claimed. Attempts to claim both times will result in an unnecessary delay in claim processing and payment.



This Service Information bulletin supersedes S.I. B24 07 03 dated December 2003.

■ designates changes to this revision

SUBJECT

GM5: Delayed P to D Engagement on Cold Start

MODEL

E46 with GM5: 325iA, 325xiA, 325xiTA, 330xiA from 09/02 up to 12/03

E46 with GM5: 325CiA, 325CicA, 330iA, 330CiA, 330CicA, 325iTA, from 03/03 up to 12/03

E53 X5 3.0iA with GM5 from 09/02 up to 12/03

■ E83 X3 3.0iA with GM5 from introduction up to 12/03

SITUATION

Customer may complain of delayed P to D engagement (2 to 30 seconds) during the first cold start in the morning.

CAUSE

Unfavorable tolerances of C1 clutch housing causing internal transmission pressure leak after extended (overnight) parking.

CORRECTION

On a customer complaint basis only, after verifying the above mentioned situation, replace transmission with the improved unit.

For transmission replacement procedure refer to RA 24 00 048 found in BMW TIS.

■ Important:

GM5 automatic transmissions replaced under the terms of this Service Information do not require any Technical Hot Line authorization contact number.

PARTS INFORMATION

Part Number	Description	Quantity
07 12 9 900 047	M12x1.5 self locking nut for output flange	3
24 00 7 515 157	GM5 trans for 325xiA/xiTA from 09/02 up to 03/03	1
24 00 7 523 279	GM5 trans for 325xiA/xiTA from 03/03	1
24 00 7 515 279	GM5 trans for 330xiA from 09/02 up to 03/03	1
24 00 7 523 281	■ GM5 trans for 330xiA from 03/03; and X3 3.0iA	1

24 00 7 527 935	GM5 trans for 325iA/CiA/ CiA from 09/02	1
24 00 7 530 439	GM5 trans for 330iA/CiA/CiA from 03/03	1
24 00 7 518 604	GM5 trans for X5 3.0iA up to 10/03	1
24 00 7 525 324	GM5 trans for X5 3.0iA from 10/03	1

WARRANTY INFORMATION

Covered under the terms of the BMW New Vehicle Limited Warranty.

Defect Code	24 00 90 63 00	
Main Work		Replace transmission
Labor Operation:		Labor Allowance:
00 54 230		53 FRU – 325iA/330iA
		75 FRU – 325xiA/330xiA
		71 FRU – X5 3.0iA
		■ 57 FRU – X3 3.0iA
+Associated Work:		Replace transmission
Labor Operation:		Labor Allowance:
00 54 897		52 FRU – 325iA/330iA
		74 FRU – 325xiA/330xiA
		69 FRU – X5 3.0iA
		■ 56 FRU – X3 3.0iA

Note: The following explanations will spell out the correct use of the work times.

Main Work: Use this labor operation number when the only repair performed is the listed warranty repair.

QR

+Associated Work: Use this labor operation number when other repairs or services are performed along with the listed warranty repair. Under no circumstances should both labor operation numbers be claimed. Attempts to claim both times will result in an unnecessary delay in claim processing and payment.

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From: Warranty [warranty@dealers.bmwna.com]
Sent: Wednesday, January 07, 2004 9:31 AM
To: DCB 2000 Server
Subject: 81B 24 07 03 GM5 Replacement Without Hotline Approval

Attention: Service Manager
Parts Manager
Warranty Administrator

The above SI discusses the replacement of the GM5 trans where a customer complaint exists of delayed engagement and after the problem has been verified by your Service Department. GM5 automatic transmissions replaced under the terms of this SI "do not" require any Technical Hot Line contact. Reference to contacting the FSE is solely related to obtaining a replacement trans when supplies are limited. Once inventory is obtained, even the requirement to contact the FSE will be dropped.

Not contacting the Hotline for auto trans replacements is solely limited to this SI. Replacements of other automatics and replacement of the GM5 for reasons outside of this SI still require Technical Hotline contact.

Our wishes to you for a Happy New Year.

Sincerely,
The Warranty Department

Distribution:

Department		P	Parts Dept
Title	M	Manager	
ProductType		A	Auto
Dealer Number			
Division	UX		Market Area
Region	XX		All Regions
Area	XX		All Areas
PDC			
Country			
State			

Department		W	Service Dept
Title	M	Manager	
ProductType		A	Auto
Dealer Number			
Division	UX		Market Area
Region	XX		All Regions
Area	XX		All Areas
PDC			
Country			
State			

From: Parts Supply [PRTSPL@dealers.bmwna.com]
Sent: Wednesday, February 11, 2004 11:28 AM
To: DCS 2000 Server
Subject: GM5 - Delayed P-D engagement

To: All BMW centers

Re: GM5 - Delayed P-D engagement

We now have sufficient inventory of all GM5 transmissions, with the exception of 24 00 7 525 324, X5 3.0i from 10/03. This part number should be in stock within the next week.

All Ordering restrictions have now been lifted.

IT IS NO LONGER NECESSARY TO CONTACT YOUR FSE OR AMM TO ORDER A TRANSMISSION.

Part numbers affected are:

24 00 7 527 935
24 00 7 530 439
24 00 7 518 804
24 00 7 523 279
24 00 7 523 281
24 00 7 515 157
24 00 7 515 279
24 00 7 525 324

Please refer to updated SIB B240703 for additional information.

Thank you

Distribution:

Department		P	Parts Dept
Title	M	Manager	
ProductType		A	Auto
Dealer Number			
Division	UX	Market Area	
Region	XX	All Regions	
Area	XX	All Areas	
PDC			
Country			
State			

Department		W	Service Dept
Title	M	Manager	
ProductType		A	Auto
Dealer Number			
Division	UX	Market Area	
Region	XX	All Regions	
Area	XX	All Areas	
PDC			
Country			
State			

Attachment 11

DP04-001
Attachment 11
Index

Attachment Number

Title

11-1

Red "X" Study

11-2

Subassembly Leak Test

11-3

Vehicle Evaluation

11-4

Calibration Field Fix Definition

11-5

**Measurement of Delay When
Selecting Drive vs. Mileage**

**DP04-001
Attachment 11-1
Red "X" Study**

Start Date: October 23, 2003

End Date: Root cause found October 31, 2003
Study is continuing.

Objective: Identify key parameters that could create delay in drive malfunction; via subassembly leak test and vehicle evaluation.

Responsible Group: GMS Quality Group

Findings/Conclusions: Red "X" study and "OK vs. NG" transmission comparisons demonstrate that diameter variation on C1 clutch housing is the key parameter inducing delay in drive situation.

Confidential Documents Submitted by Supplier

**DP04-001
Attachment 11-2
Subassembly Leak Test**

Start Date: October 15, 2003

End Date: February 2, 2004

Objective: Correlate straightness defect (diameter variation) on C1 housing with leak around piston. Leak test performed on C1/CC1 subassembly using transmission operating fluid at 400 Kpa. Pass / Fail criteria: No leak allowed at C1 piston outer lip.

Responsible Group: GMS Quality Group

Findings/Conclusions: Subassembly leak test confirmed link between C1 housing diameter variation and leak around piston. Leak starts when diameter variation on C1 piston housing equals or exceeds 0.15mm on piston travel area.

Confidential Documents Submitted by Supplier

**DP04-001
Attachment 11-3
Vehicle Evaluation**

Start Date: August 20, 2003

End Date: On-going tests on transmissions returned from the field for investigation at GMS.

Objective: Confirm that leak around C1 piston due to straightness effect on housing can create long delay engagement when first selecting drive. Quantification (time) of the delay between 1st drive engagement and vehicle motion (torque transmission).
Pass / Fail criteria: Transmissions are considered OK when delay does not exceed 2 seconds.

Responsible Group: GMS Quality Group

Findings/Conclusions: Multiple vehicle tests performed demonstrate the following points:
Delay is reproducible only during the first Neutral or Park to Drive engagement when transmission is cold (ambient temperature).
Delay does not occur during every first engagement of Drive.
Delay duration is very variable, depending on various parameters such as time between 2 engagements.

Confidential Documents Submitted by Supplier

**DP04-001
Attachment 11-4
Calibration Field Fix Definition**

Start Date: Mid September, 2003

End Date: Expected March 2004.
Test is ongoing; test report not prepared.

Objective: Define calibration function that avoids delay engagement when first selecting drive position. Try to develop calibration that can reduce the first N to D delay on leaky transmission without impacting shift quality.

Responsible Group: GMS Calibration Engineering

Findings/Conclusions: First calibration field fix has been tried without success. A software function exists in 5L40E TCM that detects the first garage shift. Try-out with an increase pressure during this first garage shift has been tried; delay was immediately fixed but reoccurred after mileage accumulation. Second fix try-out that increases pressure after garage shift is selected is under evaluation. Preliminary tests show successful results, mileage accumulation is in process to confirm problem resolution.
Test is ongoing.

Confidential Documents Submitted by Supplier

DP04-001
Attachment 11-5
Measurement of Delay When Selecting Drive vs. Mileage

Start Date: March 8, 2004

End Date: Expected in March 2004
Test is ongoing; test report not prepared.

Objective: Evaluate/Measure time delay when selecting drive gear during first cold start vs. mileage.

Responsible Group: GMS Quality Group

Findings/Conclusions: Test in progress

Attachment 12

**DP04-001
Attachment 12
Index**

Attachment Number

Title

12-1

Start of Production

12-2

Stamping Press Change

12-3

C1 Housing Step 1 Modification

12-4

C1 Housing Step 2 Modification

12-5

New Drawing

**DP04-001
Attachment 12-1
Start of Production**

Start date: September 2000

Description of change: Launch transmission application for BMW vehicles equipped with M54 6-cylinder gas engines.

Reason: New transmission application for new 6-cylinder gas engine generation.

Original part number: N/A

New part number: 96024284

Withdrawn original parts: N/A

Service availability: N/A

Interchangeability with earlier parts: N/A

Confidential Documents Submitted by Supplier

**DP04-001
Attachment 12-2
Stamping Press Change**

Start date: October 2, 2002 at C1 Clutch Housing Supplier

Description of change: Move GMS clutch housing production from original stamping press to new unit in new area of supplier facility.

Reason: To allow housing supplier to reach higher capacity required by GMS. Irreversible change to new generation stamping press with additional adjustable process parameters.

Original part number: 96024284

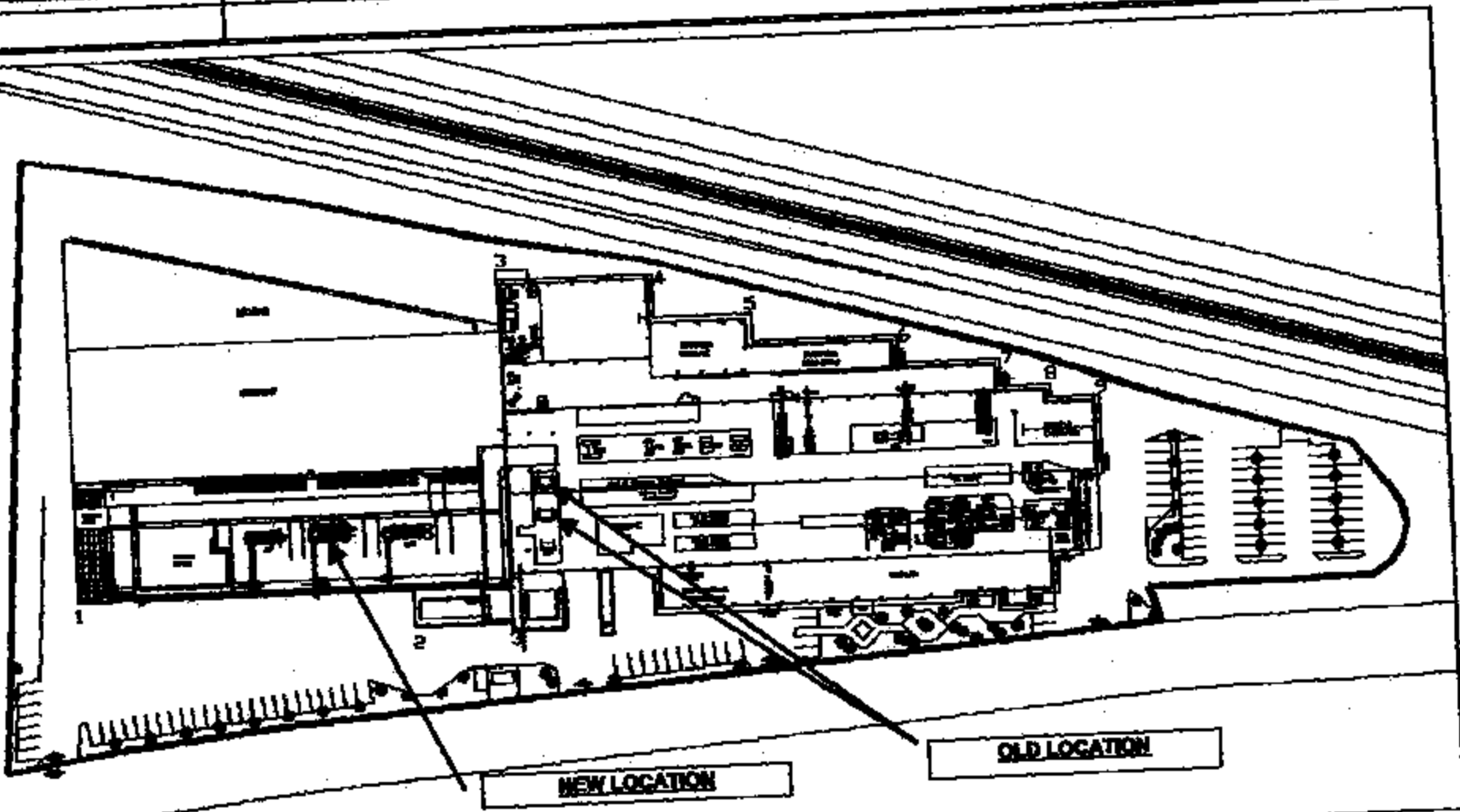
New part number: 96024284

Withdrawn original parts: N/A

Service availability: N/A

Interchangeability with earlier parts: New parts are fully interchangeable with old production process.

STAMP



ACR1231



GESTAMP

No change on active parts.

One common sole for the first 3 steps. Dimensions 1800 X 1200 X 110 mm.

On these 3 steps:

- 1 bottom sole, dimensions 170 X 400 X 540, for the position (high) of transfer material.**
- 1 head sole, dimensions 40 X 400 X 580, for close tool height.**

One common sole for steps 4, 5, 6 and 7. Dimension

On these 4 steps:

- 1 bottom sole, dimensions 170 X 400 X 540, for the position (high) of transfer material.**
- 1 head sole, dimensions 40 X 400 X 580, for close tool height.**

Two transfer material in aluminium.

4 arm groups.

22 articulated arms.

One blank cutting tool, already used for 96 024 284 / 96 020 350 / 96 020 342.

DP04-001
Attachment 12-3
C1 Housing Step 1 Modification

Start date: **November 5, 2003 @ C1 Clutch Housing Supplier**
November 6, 2003 @ GMS

Description of change: **Immediate stamping process parameters correction**
C1 Housing stamping process parameters reviewed at supplier and refined.
Improve control process plan to reach GMS tighter specifications.
Parts quality significantly improved.

Reason: **Reduce diameter variation on C1 housing to reach GMS new requirements (0,1 mm on piston travel zone).**

Original part number: **96024284**

New part number: **96024284**

Withdrawn original parts: **N/A**

Service availability: **N/A**

Interchangeability with earlier parts: **New parts are fully interchangeable with old production process.**

Confidential Documents Submitted by Supplier

**DP04-001
Attachment 12-4
C1 Housing Step 2 Modification**

Start date: December 18, 2003 @ C1 Clutch Housing Supplier
January 16, 2004 @ GMS

Description of change: Stabilize supplier stamping process.
New stamping tools and parameters have been defined to optimize part geometry.
Improved control process plan still in place until process capability is demonstrated.

Reason: Reduce diameter variation on C1 housing to reach GMS new requirements (0,1 mm on piston travel zone).
Stabilize supplier process and improve capability on C1 housing diameter variation.

Original part number: 96024284

New part number: 96024284

Withdrawn original parts: N/A

Service availability: N/A

Interchangeability with earlier parts: New parts are fully interchangeable with old production process.

Confidential Documents Submitted by Supplier

**DP04-001
Attachment 12-5
New Drawing**

Start date: May 2004 (planned).

**Description of change: Release new drawing to integrate final supplier capability.
Temporary drawing defined with supplier
Process control plan in place accordingly**

**Reason: Release new drawing to integrate final supplier capability.
New drawing final release in May 2004 after demonstration of new supplier capability on multiple production runs.**

Original part number: 98024284

New part number: TBD

Withdrawn original parts: N/A

Service availability: N/A

Interchangeability with earlier parts: New parts are fully interchangeable with old production process.

Attachment L

DP04-001
Attachment L

Question 2(a):

There has been only one third-party arbitration proceeding to which BMW is a party to the arbitration. The specific information requested is as follows:

Parties to the Action: Paul Greenfield v. BMW of North America, Inc.
Caption: Demand for Arbitration
Court: New Hampshire Arbitration Board
Docket Number: N/A
Date of Complaint: November 10, 2003

Question 2(f):

There has been only one lawsuit in which BMW is a defendant. The specific information requested is as follows:

Parties to the Action: Michael Hos v. BMW of North America, Inc.
Caption: Jury Trial Demand
Court: Georgia Superior Court, Fulton County
Docket Number: 2003CV75844
Date of Complaint: September 17, 2003