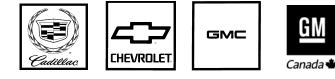


Service Bulletin



SPECIAL COVERAGE

- SUBJECT: Special Coverage Adjustment Front and Rear Chrome Interior Door Handle Lever
- MODELS: 2007 Cadillac Escalade, Escalade ESV, Escalade EXT 2007 Chevrolet Avalanche, Silverado, Suburban, Tahoe 2007 GMC Sierra, Yukon, Yukon XL Equipped with Chrome Interior Door Handles

CONDITION

Some customers of 2007 model year Cadillac Escalade, Escalade ESV, Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, Tahoe; GMC Sierra, Yukon, and Yukon XL vehicles may comment about peeling on the top surface of the front or rear chrome interior door handle(s). A chrome plating irregularity combined with direct sunlight exposure may cause the plating to separate from the top surface of the handle on certain vehicles.

SPECIAL COVERAGE ADJUSTMENT

This special coverage covers the condition described above for a period of 10 years or 100,000 miles (160,000 km), whichever occurs first, from the date the vehicle was originally placed in service, regardless of ownership or mileage.

Dealers are to replace the front and/or rear chrome interior door handle levers if signs of peeling are present. The repairs will be made at no charge to the customer.

For vehicles covered by Vehicle Service Contracts, all eligible claims with repair orders on or after July 16, 2010, are covered by this special coverage and must be submitted using the labor operation codes provided with this bulletin. Claims with repair orders prior to July 16, 2010, must be submitted to the Service Contract provider.

VEHICLES INVOLVED

Involved are **certain** 2007 model year Cadillac Escalade, Escalade ESV, Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, Tahoe; GMC Sierra, Yukon, and Yukon XL vehicles built within the following VIN breakpoints:

Year	Division	Model	From	Through
2007	Cadillac	Escalade	7R	7R
2007	Cadillac	Escalade ESV	7R	7R
2007	Cadillac	Escalade EXT	7G	7G
2007	Chevrolet	Avalanche	7G	7G
2007	Chevrolet	Silverado	71	71
2007	Chevrolet	Suburban	7G	7G
2007	Chevrolet	Suburban	7J	7J
2007	Chevrolet	Suburban	7R	7R
2007	Chevrolet	Tahoe	7J	7J
2007	Cheviolet	Tanoe	7R	7R
2007	GMC	Sierra	71	71
2007	GMC	Vukon	7J	7J
2007	GIVIC	Yukon	7R	7R
2007	GMC	Yukon XL	7J	7J
2007	GIVIC	TUKUITAL	7R	7R

Important: Dealers are to confirm vehicle eligibility prior to beginning repairs by using the Investigate Vehicle History link on the Global Warranty Management application within GlobalConnect. Special Coverage Adjustments are displayed in the Applicable Warranties section.

PARTS INFORMATION

Parts required to complete this special coverage are to be obtained from General Motors Customer Care and Aftersales (GMCC&A).

Part Number	Description	Quantity/Vehicle
88880051	Handle Kit, Frt S/D I/S (inc. 2 door handle levers)	1 – 2

CUSTOMER NOTIFICATION

General Motors will notify customers of this special coverage on their vehicles (see copy of typical customer letter included with this bulletin - actual divisional letter may vary slightly).

SERVICE PROCEDURE

Note: Replace door handle levers if signs of peeling are present.

Note: The handle kit contains two door handle levers, replace both sides.

Front Side Door Inside Handle Replacement

- 1. Remove the driver and passenger front side door inside handles. Refer to *Front Side Door Inside Handle Replacement* in SI.
- 2. Place front door inside handles on a work bench.



Note: Using the punch and hammer, strike the rounded end of the roll pin to loosen the roll pin. The head of the roll pin should protrude from the handle housing. Remove the roll pin with pliers as shown in the illustration.

- 3. Using a punch, hammer, and pliers, remove the roll pin from the inside door handle.
- 4. Discard the roll pin.



- 5. Install the new roll pin that is included in the door handle kit, P/N 88880051.
- 6. Install the front side door inside handles. Refer to *Front Side Door Inside Handle Replacement* in SI.

Rear Side Door Inside Handle Replacement

- 1. Remove the driver and passenger rear side door inside handles. Refer to *Rear Side Door Inside Handle Replacement* in SI
- 2. Place rear side door inside handles on a work bench.



Note: Using a punch and hammer, strike the rounded end of the roll pin to loosen the roll pin. The head of the roll pin should protrude from the handle housing. Remove the roll pin with pliers as shown in the illustration.

- 3. Using a punch, hammer, and pliers, remove the roll pin from the inside door handle.
- 4. Discard the roll pin.



- 5. Install the new roll pin that is included in the door handle kit, P/N 88880051.
- 6. Install the rear side door inside handles. Refer to *Front Side Door Inside Handle Replacement* in SI.

CLAIM INFORMATION

1. Submit a claim using the table below.

Labor Code	Description	Labor Time	Net Item
T5752	Replace Front or Rear Door Handle Levers	0.5	N/A
T5753	Replace Front and Rear Door Handle Levers	0.9	N/A
T5754	Customer Reimbursement (not for use by US GM dealers)	0.2	*

* The amount identified in "Net Item" should represent the dollar amount reimbursed to the customer.

CUSTOMER REIMBURSEMENT - For US

All customer requests for reimbursement for previous repairs for the special coverage condition will be handled by the Customer Assistance Center, not by dealers.

A General Motors Customer Reimbursement Procedure and Claim Form is included with the customer letter.

IMPORTANT: Refer to the GM Service Policies and Procedures Manual, section 6.1.12, for specific procedures regarding customer reimbursement and the form.

CUSTOMER REIMBURSEMENT - For Canada

Customer requests for reimbursement of previously paid repairs to correct the condition covered under this Special Coverage are to be submitted to the dealer prior to or by July 31, 2011. Repairs must have occurred within 10 years of the date the vehicle was originally placed in service.

When a customer requests reimbursement, they must provide the following:

- Proof of ownership at time of repair.
- Original paid receipt confirming the amount of unreimbursed repair expense(s) (including Service Contract deductibles), a description of the repair, and the person or entity performing the repair.

If the work was done by someone other than a GM dealership, the amount of reimbursement will be limited to the amount that the repair would have cost GM to have it completed by a GM dealership.



July 2010

Dear GM Customer:

As the owner of a 2007 model year Cadillac Escalade, Escalade ESV, Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, Tahoe; GMC Sierra, Yukon, or Yukon XL vehicle, your satisfaction with our product is very important to us.

This letter is intended to make you aware that some 2007 model year Cadillac Escalade, Escalade ESV, Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, Tahoe; GMC Sierra, Yukon, and Yukon XL vehicles may have a peeling condition on the top surface of the front or rear chrome interior door handle(s) that could create a rough edge. A chrome plating irregularity combined with direct sunlight exposure may cause the plating to separate from the top surface of the handle.

Do not take your vehicle to your GM dealer as a result of this letter unless you believe that your vehicle has the condition as described above.

What We Have Done: General Motors is providing owners of 2007 model year Cadillac Escalade, Escalade ESV, Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, Tahoe; GMC Sierra, Yukon, and Yukon XL vehicles with additional protection for the front and rear chrome interior door handles. If this condition occurs on your 2007 model year Cadillac Escalade, Escalade ESV, Escalade EXT; Chevrolet Avalanche, Silverado, Suburban, Tahoe; GMC Sierra, Yukon, or Yukon XL within 10 years of the date your vehicle was originally placed in service or 100,000 miles (160,000 km), whichever occurs first, the condition will be repaired for you at **no charge**. Diagnosis or repair for conditions other than the condition described above is not covered under this special coverage program.

What You Should Do: Repairs and adjustments qualifying under this special coverage must be performed by a General Motors dealer. You may want to contact your GM dealer to find out how long they will need to have your vehicle so that you may schedule the appointment at a time that is convenient for you. This will also allow your dealer to order parts if they are not already in stock. Keep this letter with your other important glove box literature for future reference.

Reimbursement: The enclosed form explains what reimbursement is available and how to request reimbursement if you have paid for repairs for the special coverage condition. Your request for reimbursement, including the information and documents mentioned on the enclosed form, must be received by GM by July 31, 2011.

If you have any questions or need any assistance to better understand related repairs, please contact your dealer. If you have questions related to a potential reimbursement, please contact the appropriate Customer Assistance Center at the number listed below.

Division	Number	Text Telephones (TTY)
Cadillac	1-866-982-2339	1-800-833-2622
Chevrolet	1-800-630-2438	1-800-833-2438
GMC	1-866-996-9463	1-800-462-8583
Guam	1-671-648-8450	

Puerto Rico – English	1-800-496-9992	
Puerto Rico – Español	1-800-496-9993	
Virgin Islands	1-800-496-9994	

We are sorry for any inconvenience you may experience; however we have taken this action in the interest of your continued satisfaction with our products.

Scott Lawson Director, Customer and Relationship Services

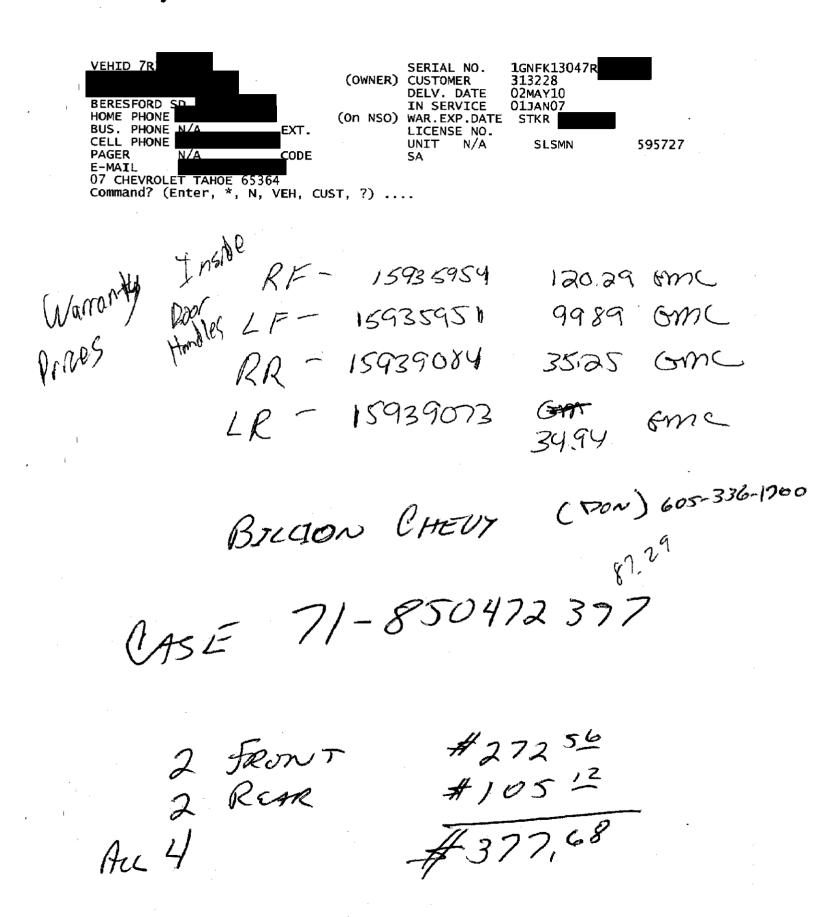
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FAX 866-357-5546



PHONS 866-290-5600 EXT. 31460

p.2

Document ID: 2032072

2007 Chevrolet Tahoe - 4WD | C/K Sport Utility Vehicles | | Document ID: 2032072

Front Side Door Inside Handle Replacement - Right Side

OPERATION NUMBER: B4280

LABOR 26 19 PARTS 120 29 #146.48

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Document ID: 2032075

2007 Chevrolet Tahoe - 4WD | C/K Sport Utility Vehicles | | Document ID: 2032075

Front Side Door Inside Handle Replacement - Left Side

OPERATION NUMBER: B4281

2 ABOR 2619 PARTS . 9989 #126.08

Document ID: 2032078

2007 Chevrolet Tahoe - 4WD | C/K Sport Utility Vehicles | | Document ID: 2032078

Handle, Rear Side Door Inside - Right - Replace

OPERATION NUMBER: B4517

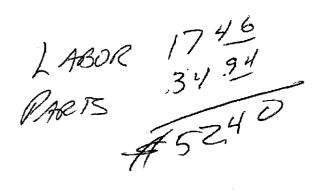
LABOR 1742 PARIS 3525 # 52.72

^cDocument ID: 2032080

2007 Chevrolet Tahoe - 4WD | C/K Sport Utility Vehicles | | Document ID: 2032080

Handle, Rear Side Door Inside - Left - Replace

OPERATION NUMBER: B4518



INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

GRAFF CHEVROLET 1405 E. MAIN STREET GRAND PRAIRIE, TX 75051

DATE:	7-29-10
то:	Joe Jorcia
FAX:	866-270-6217

ATTENTION:	

FROM: SERVICE CASHIERS

FAX#972-343-1290 (SERVICE DEPT.CASHIER)

PHONE # 972-343-1228

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WARRANTY COPY

466489 GRAFF CHEVROLET

CUSTOMER #: 7057

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CUSTOMER #: 7057			466489	9		FF CHE		-
AHTO A/C RAM LLC		*7	ACCOUNTI	NG 1405 E	ast Main (U.S. 80 PRAIRIE, TEX/		Telophone (9)	72) 264-0700
						ACILITIES FO	METRO (9	72) 263-2281
GRAND PRAIRIE TX HOME: CONT:N/A		** PRB	PAGE 1 S-INVOIC		SERVICE	PARTS	BODY SH	OP
BUS: CELL: COLOR YEAR MAKE/MODEL		SER		/ISOR:	<u>13 JIM :</u> LICENSE			
GOLD 07 GMC YUKON					LIVENSE	MILEAGE		TAG
DEL. DATE PROD. DATE WARR. EXP.	PROMIS	LIGKF(216J17J PO NO).	RATE	DAYMENT	57301 INV. [T5948
29SEPOG IS 29SEPOG DD	WAIT 28							
R.O. OPENED READY			:0 ENG:	5.3 Li	0.00	CASH	<u>29JUL(</u>	LO
15:59 21JUL10 08:36 29JUL1	.0			_				
LINE OPCODE TECH TYPE A/HRS	S S/HRS	COST	SALE	COMP	LIST	NET	тол	TAL
A PASS FRONT INSIDE DOOR HA CASE #71850746332==	NDLE IS F ==ADVISE	PEELING	AND CH	ECK AL	L OUT HZ	NDLES		
CAUSE: *								
B4300 HANDLE AND REMOT RIGHT R&R OR REPL	'E CONTROL ACE	, FRON	T DOOR	LOCK				
42 WC 0.00		1188	4457			44.57	44.	57
1 15940196 HANDLE 1 15935955 HANDLE		6304 7777	8826	Ó	121.66	88.26	.88.	
1 15939075 F-HANDLE		2277	10888 3188	0	150.08 43,95	108.88	108.	
1 15939086 F-HANDLE		1574	2204	ŏ	30.37	31.88 22.04	31. 22.	
OLH OTHER LABOR HOURS 42 WC 0.00	1.50	3563	1 2 2 2 0					
FC: PART#: 15940196 COU		3563 7932	13370 25106 :	TPARTS		133.70	133.	70
CLAIM TYPE: AUTH CODE:		·	+					
AUTH CODE:		4751	17827 1				. '	
PARTS: 251.06 LABOR:		OTHER :			TOTAL LI	NE A:	429.	33
VERSION 1 (EMP# 42,28JUL10 HRS + B4700 .5 HRS + B4701 REMOTE CONTROL HANDLE CHRON & REPLACED L REAR INSIDE R IF ANY ? SEE JAKE TECH =-=	.5 HRS = ME PEELING EMOTE HAN	TOTAL G - RE:	2.0 HRS PLACED I	S REPL	ACED R F	RT INSIDE	,	
VERSION 2 (EMP# 42,29JUL10 HRS + B4700 .5 HRS + B4701 REMOTE CONTROL HANDLE CHRON & REPLACED L REAR INSIDE R IF ANY ? SEE JAKE TECH =-=	13:45): .5 HRS = ME PEELING EMOTE HAN	TOTAL G - REI DLES A:	2.0 HRS PLACED I SSEMBLIE	3 REPLA 5 FRT (25 - A)	ACED R F & REPLAC LL CHROM	RT INSIDE ED R REAR E PEELING)	
G.M.CASE #71850746332 PHON	E #866-79	0-5600	EXT 112	291. FZ	AX 866-2	70-0217.		

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE	The factory warranty constitutes all	LABOR AMOUNT	
SHOWN. SERVICES DESCRIBED WERE PERFORMEDAT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS	of the warranties with respect to the sale of this itemutems. The	PARTS AMOUNT	
	Seller hereby expressly disclaims all worrantias either express or	GAS, OIL, LUBE	
	implied, including env implied warranty of merchen(sbility or fitness for a particular purpose. Seller neither assumes nor puthorizes any other person to assume for it any liability in connection with the sale of this item/items.	SUBLET AMOUNT	
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY		MISC. CHARGES	
MANUFACTURER'S REPRESENTATIVE.		TOTAL CHARGES	
		LESS INSURANCE	
	Kemzians.	SALES TAX	
(SIGNED) DEALER, GENERAL MÄNÄGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

FROM :El Dorado Motors

CUSTOMER #: 7057		466489	GRAFF C	HEVROLET
AUTO A/C RAM LLC		*ACCOUNTING *405 E GRAN	WE WANT TO BE	YOUR GM DEALER Telephone (972) 264-0700 METRO (972) 263-2281
GRAND PRAIRIE TX HOME: CONT:N/A BUS: CELL:	**		OMPLETE FACILITI SERVICE PAR	ES FOR FULL SERVICE IS BODY SHOP
COLOR YEAR MAKE/MODEL			13 JIM EMMONS	
GOLD 07 GMC YUKON				
DEL DATE PROD. DATE WARR. EXP.	PROMISED	KFC16J17J	RATE PAYME	01/57301 T5948
29SEP06 IS 29SEP06 DD				
R.O. OPENED READY	WAIT 28JUL	DLR:0 ENG:5.3 Li	0.00 CASH	29JUL10
15:59 21JUL10 08:36 29JUL10				
15:59 21JULIO 08:36 29JULIO LINE OPCODE TECH TYPE A/HRS	S/HRS COS	T SALE COMP	LIST	
	****	*****	*****	<u>NET TOTAL</u>
	CO! Depari	ppreciate your b MPLETELY SATISFI tment visit,plea 972 343	ED with your se contact Ja -1236	Service
		* * * * * * * * * * * * * * * * * * * *	*****	****
DATE START FINISH DU 07-28-10 11:09 11:09	RATION TYPE 0.00 V	E TECH LINE(S) W 42 A	CHG	
ACCOUNT SALE COST 4457 1188 13370 3563	CONTROL	ACCOUNT SALE 251 429	06 17932	CONTROL
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				· · · · · ·
				•
COST, SALE, & COMP TOT	ALS 22683		DESCRIPTION	TOTALS
ON BEHALF OF SERVICING DEALER, I HEREBY CE INFORMATION CONTAINED HEREONIS ACCURATE UN	ILESS OTHERWISE	STATEMENT OF DISCLAIMER The factory warranty constitutes all	LABOR AMOUNT	0.00
SHOWN. SERVICES DESCRIBED WERE PERFORMEDAT OWNER. THERE WAS NO INDICATION FROM THE APP	T NO CHARGE TO	The factory warranty constitutes all of the warranties with respect to the sale of this itern\items. The	PARTS AMOUNT	0.00
VEMICLE OR OTHERWISE, THAT ANY PART REPAIR		Sollor baraby avaragely disclaims all	GAS, OIL, LUBE	0.00
ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS S CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE D	ATE OF PAYMENT	warranties either express or implied, including any implied warranty of merchantability or filness for a particular purpose.	SUBLET AMOUNT MISC. CHARGES	0.00
NOTIFICATION AT THE SERVICING DEALER FOR MANUFACTURER'S REPRESENTATIVE.	INSPECTION BY	Sellar neither assumes nor authorizes any other person to assume for it any liability in	TOTAL CHARGES	0.00
MANUFAU UNEN U NEFREDEN MINEL		connection with the sale of this	LESS INSURANCE	0.00
		item/items.	SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED	PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

WARRANTY COPY

Facsimile Transmittal

То:	Jim Edmunds	Fax:	972-569-0162
From:	Joe Garcia	Date:	August 3, 2010
Customer Name & SR #		Pages:	2

Notes:

Upon receipt of this pre-authorization for the above listed claim for payment, please verify that the information listed below is correct. If everything is correct please enter this claim in the GW system as a miscellaneous net line amount with the labor op Z1242 for \$429.33. The pre-authorization **#** is 87824400000. You do not need to H route this claim nor use any authorization codes, labor hours or costs. If this claim rejects, please contact the CRS handling this file. Below is the information that we have entered for the pre-authorization. Please use the Complaint, Cause & Correction provided for your entry into the Global Warranty system.

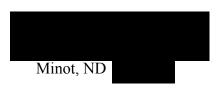
his would be cut & pasted from the SR. Also use only the correct Z op and remove the othe



Aucroved Joe G Intered By Joe G Date Entered August 3, 2010

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 20, 2011



RE: Service Request: 71-853629347 2007 Escalade Vehicle Identification Number: 1GYFK63897R Customer Relationship Specialist: Deborah

Dear

Thank you for taking the time to contact General Motors regarding your vehicle. I am aware of the concern you are having with your 2007 Escalade; however, I have been unsuccessful in my attempts to reach you. At your earliest convenience, please contact the General Motors Product Allegation Resolution Assistance Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time and ask for Deborah.

Thank you for giving General Motors this opportunity to be of assistance. We hope to earn your trust and respect with every contact you have with General Motors Product Allegation Resolution Department.

Sincerely,

General Motors

cc: FILE

PA0011 V10202009

Debbir To: Fax number: 866 - 775 - 9478 Х From: JORY Date: 9-5ep - 10 **Regarding:** 3805 South Broadway Goodwill for Minot, ND 58701 Phone 701-852-1026 Toll Free 800-932-8752 Fax 701-852-3802 **Comments:** Here is the copy \mathscr{C} Repairs for Escalade.

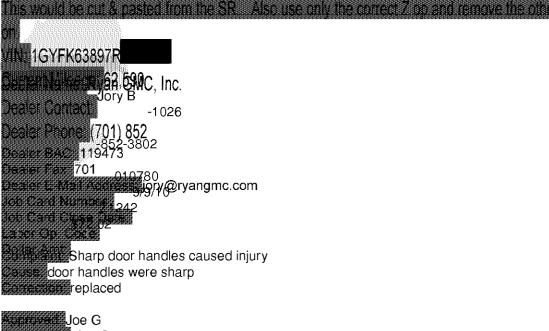
09/09/2010 16:22 701-852-3802			RYAN GMC	•		
WAR	RANTY RE	PAIR ORDER	Work Phone	R/0 0 8 / 0 9	oon Date	R/O Number 6010780/1
			Home Phone		ose Date	Cross Reference #
	11T		. Body	Mile	age lo	Mileage Out
INOT, 1			AWD 4DR	625		62590
Year		Model	JBD860		Service Adv BUCHWEIT2	
2007 Vehici	CADILLAC e Identification Number	Color			ry Date	In-Service Date
1GYFK(63897R	BLACK				
1 - Çu;	IS SHARP ADVISE.	ARTS 5: CHECK LEFT INSI AND CUTTING CUST (5C) HANDLE, FRON	. AT TIMES -	LE	DST	ΑΜΟ̈́UNT
Te Pa:	OPENING ch: 560/6450 rt: 15920707: PLACED BOTH F Sub- Sub-	LEFT R&R OR REPL A HANDLE (16345-CT) RONT DOOR HANDLES	CE 0.30hrs @ 7.05 9.55	75.4 1 22.64 13.37 36.01	7.05 9.55	22.64 13.37
Op Te Pa CH	HANDLE I : B4280: (VV) OPENING ch: 560/6450 rt: 15920704: ECKED OUT AND FINISH PEELI Sub- Sub-	s: CHECK RIGHT FRO S SHARP - AD VISE. (5C) HANDLE, FRON RIGHT R&R OR REP L HANDLE (16345-CT) FOUND RIGHT FRONT NG. INSTALLED NEW Total Labor: Total Parts: Total:	T DOOR INSID ACE 0.30hrs @ INSIDE DOOR	DE 75.4 1 R HAND	7.05 9.55	22.64 13.37
5 - 0						
 Li	ne 1 9/05 Case =	# 71-85362	art 11:09 9347	End 11:29	Hours	,33
				14.10		45.28
	DUNT# LABOR PARTS	·······		14.10	19.10	45.28
	PARTS THOD SUBLET			14.10	19.10	
	THOD SUBLET	AX OR TAX I.D.			19.10	26.7

Facsimile Transmittal

То:	Jory B	Fax:	701-852-3802
From:	Debbie Stewart	Date:	September 16, 2010
Customer Name & SR #	Nicole Schnaible / 71- 853629347	Pages:	2

Notes:

Upon receipt of this pre-authorization for the above listed claim for payment, please verify that the information listed below is correct. If everything is correct please enter this claim in the GW system as a miscellaneous net line amount with the labor op Z1242 for \$72.02. The pre-authorization # is 91708600000. You do not need to H route this claim nor use any authorization codes, labor hours or costs. If this claim rejects, please contact the CRS handling this file. Below is the information that we have entered for the pre-authorization. Please use the Complaint, Cause & Correction provided for your entry into the Global Warranty system.



Interest By Joe G Date Entered 9/16/10



08-13-10409:26 RCVD

Keinburgement DePARIMENT P.O. Box 33170

HETRO, MI Ukytulantulintulintulintuli

Customer Reimbursement Claim Form

.

This section to be completed by Claimant
Date Claim Submitted:
17-Character Vehicle Identification Number (VIN): 09239 IGNEC 13047 J1447213
Current Mileage of Vehicle: 75,724
Mileage at Time of Repair: 74 422 Date of Repair: 7-23-10
Claimant Name (please print):
Street Address or PO Box Number:
City: <u>HIRAM</u> State: <u>GA</u> Zip Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: <u>\$ 200.00</u>
THE FOLLOWING DOCUMENTATION MUST ACCOMPANY THIS CLAIM FORM.
Original or clear copy of all receipts, invoices and/or repair orders that show:
 The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, the repair performed, the date of repair, and who performed the repair. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense Lincurred for the repair covered by this letter.
Claimant's Signature:
Please mail this claim form and the required documents to:

Reimbursement Department PO Box 33170 Detroit, MI 48232-5170

Reimbursement questions should be directed to the following number: 1-800-204-0261

Customer Reimbursement Claim Form

This section to be completed by Claimant
Date Claim Submitted:
17-Character Vehicle Identification Number (VIN): <u>77239</u> IGNFC 13047.J14447213
Current Mileage of Vehicle: 75,724
Mileage at Time of Repair: 74 42 Date of Repair: 7-23-10
Claimant Name (please print):
Street Address or PO Box Number:
City: <u>HIRAM</u> State: <u>GA</u> Zip Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: <u>\$ 200.00</u>
THE FOLLOWING DOCUMENTATION MUST ACCOMPANY THIS CLAIM FORM.
Original or clear copy of all receipts, invoices and/or repair orders that show:
 The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, the repair performed, the date of repair, and who performed the repair. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense Lincurred for the repair covered by this letter.
Please mail this claim form and the required documents to:

Reimbursement Department PO Box 33170 Detroit, MI 48232-5170

Reimbursement questions should be directed to the following number: 1-800-204-0261

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Day's Chevrolet, Inc.

3693 North Cobb Parkway Acworth, Georgia 30101 Main Number (770) 974-4242 Parts Direct (770) 975-1802 *or* 1-800-282-0067 Fax (770) 974-2683 www.dayschevrolet.com

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	ADVIS	OR		TAG NO.	INVOICE DATE	INVOICE NO.
83295		SANDERS	LICENSE NO. 7032	7 8143	07/23/10-	GTCS334893 -
	YEAR	MÁKE / MODEL		74,422	SILVER BIRC	DELIVERY MILES
HIRAM, GA	OZ/ VEHIC				SELLING DEALEFY NO.	PRODUCTION DATE 22
	1 E.T.E.	G <u>NFC</u>	<u>3047</u>		R. O. DATE	
BUSIN	ESS PHONE COMM				07/13/10	
555h		ENIS				
LABOR & PARTS J# 1 19CTZ BODY TRIM CUSTOMER STATES T DISCOLORED		TECHICS	51160 OLDING IS	WARRANTY	Our goal is 100% custo any reason you have qu service provided to you it with your Service Adv	estions concerning th please call to discus
SENT TO BODYSHOP	FOR REPAIRS				vice receipt at (770) 97	5-1775. If you feel you
PARTSQTYFP-NUMBER JOB # 1 1 25991768	MOLDING 17.	JOF	B # 1 TOTAL PARTS	WARRANTY 0.00	need further assistance Manager, Ben LaRue person in the dealership have failed to meet you do not understand the	The most IMPORTAN b is the customer. If we r service needs or you
		JOB # 1 T(OTAL LABOR & PARTS	0.00	us. RANDOMLY SELECTE	D CUSTOMERS MA
J# 2 19CTZBDY BODY TRIM CUSTOMER STATES T SIDE DOOR IS DISC	HAT THE BODY MOLDING ON OLORED	TECH(S):: The rear dr	51160 RIVER	WARRANTY	RECEIVE A SURVEY ABOUT THEIR SERVIC WOULD APPRECIATE	FROM CHEVROLET
SENT TO BODYSHOP	FOR REPAIRS				NOTICE: ALL GM P/ MO/12,000 MILE W/	ARTS CARRY A 12
PARTSQTYFP-NUMBER JOB # 2 1 25991767	DESCRIPTION MOLDING 17.5	JOE	3 # 2 TOTAL PARTS	WARRANTY 0.00	DEFECTS AND WORK PARTS DESIGNATED CATED LIFETIME GU FOR CUSTOMER PAY	MANSHIP. WITH AN (*) INDI IARANTEE. APPLIES 7 PARTS NOT WAR
1// 0.10077070		JOB # 2 TC	TAL LABOR & PARTS	0.00	RANTY INSTALLED PA	RTS.
J# 3 19CTZBDYTRIM BODY TRIM CUSTOMER STATES TA MOLDING IS DISCOLO	HAT THE PASSENGER ERONT	TECH(S):5 OUTSIDE DOC	51160 DR	WARRANTY	CUSTOMER	
SENT TO BODY SHOP	FOR REPAIRS				COSTOMEN	DIGNATORE
PARTSQTYFP-NUMBER	DESCRIPTION-					
JOB # 3 1 25991799	MOLDING 17.5	07	# 3 TOTAL PARTS	WARRANTY 0.00		
		JOB # 3 TO	TAL LABOR & PARTS	0.00		
J# 4 19CTZBDYTRIM10 BODY & TRI CUSTOMER STATES TH IS DISCOLORED	IM HAT THE PASSENGER REAR	TECH(S):5 OUTSIDE DOOR	1160 MOLDING	WARRANTY		
SENT TO BODY SHOP	FOR REPAIRS				~^	
PARTS · · · · · QTY · · · FP · NUMBER · · · ·					<u>~</u>	- ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
JOB # 4 1 25991800	MOLDING 17.5	07	# 4 TOTAL PARTS	WARRANTY 0.00	You may r questionnair	eceive a
••••••			TAL LABOR & PARTS	0.00	5 manufacturer in	the next few
FOUND HANDLE PEFLI	P EDGES	TECH(S):5. DOOR HANDLE	1160 IS	WARRANTY	weeks. If for an cannot gr Completely Satt contact you Manager at (77 Thank DAYS CHEVR	ade us isfled, please r Service 0) 975-1801. You,
PAGE 1 OF 3 C	USTOMER COPY	[CON	TINUED ON NEXT PAG	E] 01:05pm		

Day's Chevrolet, Inc.

3693 North Cobb Parkway Acworth, Georgia 30101 Main Number (770) 974-4242 Parts Direct (770) 975-1802 or 1-800-282-0067 Fax (770) 974-2683 www.dayschevrolet.com .

JSTOMER NO.		ADVISOR	·	TAG NO.	INVOICE DATE	INVOICE NO.
8329	5	- ROBRANDEI	RS TLICENSE NO. 703	127 KILEAGE 8143	COL 07/23/10-	CTGS334893-
				74 422	SELMER BIRC	70222 JILES
		YEAR / MAKE / MODEL				OBMAEAYAMLES
IIRAM, GA			-ETTRUCK/TAH	OE/TAHOE 2WD	seu06/24/06-	PRODUCTION DATE 22
			1-30-4-7 -7		R. O. DATE	
					07/13/10	
SIDENCE PHONE	BUSINESS PHONE	COMMENTS			07/15/10	
ou have questions co lease call to discus n your service recei eed further assistan aRue. The most IMPC he customer. If we r you do not underst ANDOMLY SELECTED CUS HEVROLET ABOUT THEIR PPRECIATE YOUR RESPO OTICE: ALL GM PARTS GAINST DEFECTS AND W ARTS DESIGNATED WITH	CARRY A 12MO/12000 MILE WRKMANSHIP. AN (*) INDICATED LIFET WARTS AND LABOR AT THIS	Wided to you, Advisor listed If you feel you Manager, Ben Jership is r service needs contact us. RVEY FROM WOULD WARRANTY IME GUARANTEE	TOTAL LABOR. TOTAL PARTS. TOTAL SUBLET TOTAL G.O.G. TOTAL MISC CI TOTAL MISC D TOTAL MISC D TOTAL TAX	38.65 0.00 0.00 46. 200.90 ISC 0.00 2.32	any reason you have queservice provided to you it with your Service Ad vice receipt at (770) 91 need further assistance Manager, Ben LaRue. person in the dealershi have failed to meet you do not understand the us. RANDOMLY SELECTI RECEIVE A SURVEY ABOUT THEIR SERVI WOULD APPRECIATE NOTICE: ALL GM F MO/12,000 MILE W DEFECTS AND WORH PARTS DESIGNATED CATED LIFETIME G FOR CUSTOMER PA RANTY INSTALLED P	J, please call to discu- visor listed on your so 75-1775. If you feel your the contact your Servic The most IMPORTAN ip is the customer. If w ur service needs or your repairs, please conta ED CUSTOMERS MA (FROM CHEVROLE CE EXPERIENCE W YOUR RESPONSES PARTS CARRY A VARRANTY AGAINS (MANSHIP.) WITH AN (*) INI UARANTEE. APPLIE INY PARTS NOT WA
	(COP	¥		CUSTOMER	SIGNATURE
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AGE 3 OF 3					Manager at (7 Than	/70) 975-1801. k You, /ROLET, Inc.

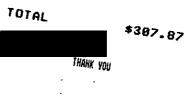
Day's Chevrolet, Inc.

3693 North Cobb Parkway Acworth, Georgia 30101 Main Number (770) 974-4242 Parts Direct (770) 975-1802 or 1-800-282-0067 Fax (770) 974-2683 www.dayschevrolet.com

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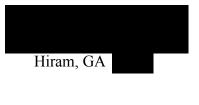
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				JOB	# 5 TOTAL LABO	R & PARTS	5 0.00	it with your Service Ad vice receipt at (770) 93	,
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				THE WINDOW IS				have failed to meet you	ur service needs or you
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JOB # 6	1	15938033	S/S	TR 16.183	JOB # 6 TO	38.6	5 38.65	ABOUT THEIR SERVI	
				100				WOULD APPRECIATE	YOUR RESPONSES.
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SUBLET - JOB # 1	····PO#-···· 335008	VEND INV# 335008	-INV.DATE-DES	CRIPTION DING REFINISH				DEFECTS AND WORK	MANSHIP.
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PO HUMBER: 334893

July 20, 2011



Dear

Thank you for contacting us recently regarding the recall or special coverage notice you received for your 2007 Chevrolet Tahoe. We apologize for any inconvenience you have experienced.

At Chevrolet, we believe our customers have the right to expect long-term, reliable performance from our products. There are, however, many variables that affect the life of the vehicle's parts and performance. There are times when we identify a motor vehicle defect and release a recall or special coverage notice to our loyal customers for their safety and satisfaction.

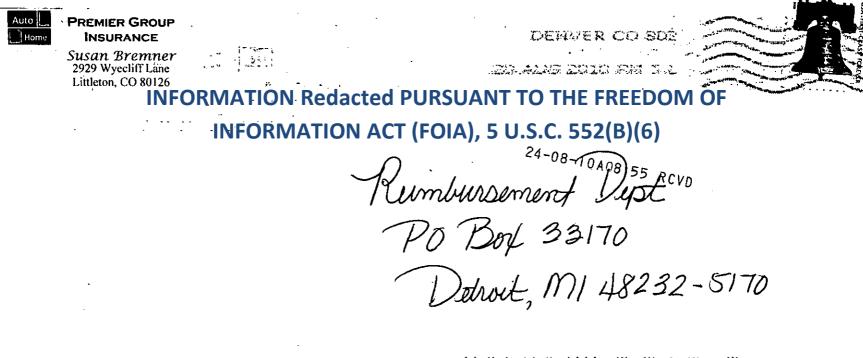
We have reviewed your request for reimbursement and regret that we are unable to reimburse you the amount requested. The reason for this decision is:

• Customer was previously reimbursed by dealer.

At Chevrolet, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have future questions, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-855928842



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# **Customer Reimbursement Claim Form**

······		This section to be	completed by Cla	imant
Date Claim Su	bmitted:	8.19.2010		
17-Character V	/ehicle Identific	ation Number (VIN	): <u>3GNFKIa</u>	347G-
Current Mileag	e of Vehicle:	54,486		
Mileage at Tim	e of Repair:	50,986	Date of Repair:	6.9.2010
Claimant Name		-		
		mber:		
city: <u>Litt</u>	ETON	Stat	e: <u>()</u> Zip C	ode:
Daytime Telep	hone Number (	(include Area Code	e):	
		include Area Code		
Amount of Rei	mbursement R	equested: <u>\$</u>	2.89	
	THE FOLLOW	VING DOCUMENTATION	ON <u>MUST</u> ACCOMPAN	Y THIS CLAIM FORM.
Original or cle	ear copy of all	receipts, invoices	and/or repair orders	that show:
The tot     Payme     (copy of	al cost of the re nt for the repai front and back of o o this documer t for the expen	epair expense that r in question and th cancelled check, or cop	is being claimed. ne date of payment. by of credit card receipt)	Dair, and who performed the repair. CHROME HANDLE PELUNG re genuine and I request his letter.
	Please	mail this claim for	m and the required	documents to:
	١	PO	ement Department Box 33170 MI 48232-5170	PAGE 10F3
	Republication	hent questions sho 1-80	uld be directed to the	e following number:
AO'0	-fart # 81	46-962-2868	i Gm Customer	Assistance
Ann	ine #	11-856348	(41)	Assistance
XIIII				\$\$ 1)     \$ 1   3 1   10   1   10   1   10   10   1

MAILED 8.20.10

4 _K

Custor Name Address Phone	8420 S. Highlan 303-77: 84-11180 mer Information	Estimator	VALAI I CC F Cli	# 7/-856368411 <b>Final Invoice</b> RO #:28928 Unit #: Arrived: 6/9/2010 Ready: 6/16/2010 <b>Insurance Information</b> Ins Co: Customer Pay Contact: Phone: Claim #: Deduct: \$0.00					
#	S# Operation	Description	Туре	Price Adj	Price T	Lbr Ad	di Dept	Paint Addi	
1	Repair	BUMPER, FRONT			✓ V	1.0	В		
2		FRT BUMPER CVR OVERHAU					В		
3	Remove/Replace	COVER, FRONT BUMPER Q#117108	NW	\$531.71	~	4.2	В	······	
4	Refinish	COVER,FRONT BUMPER	<u> </u>				R	3.8	
5	Remove/Install	SUPT, FRT BUMPER COVER		• • • • • • • • • • • • • • • • • • •	✓	<u></u>	В		
6	Remove/Replace	DEFL, FRONT BUMPER	NW	\$62.43	V., ·		В		
7	Remove/Replace	FILLER, FRONT BUMPER LT	NW	\$51.17	~	0.1	B		
8	Remove/Install	FILLER,FRONT BUMPER RT		**************************************				/	
9	Remove/Install	GRILLE,LOWER			<u>.</u> .		В		
10	Remove/Install	EMBLEM, GRILLE			·······	0.2	8		
11	Remove/Replace	LAMP ASSEMBLY, FOG LT	NW	\$104.84	~		B		
12	Remove/Install	LAMP ASSEMBLY, FOG RT					В	······································	
13	Remove/Install	PNL, INNER DOOR TRIN	A			0.4	B	$\mathbf{i}$	
14	Remove/Replace	HANDLE, FRONT DOOR	NW	\$99.89 23.	(122.)	0.1	В	/	
15	Refinish	FLEX ADDITIVE	/	57.00	Lag.	<u>i9</u>	R	0.1	
16		HAZARD.WSTE.REM	SL	\$5.00			В		
17		FBC FULL C-BRA WRAP	SL	\$295.00			В	• • • • • • • • • • • • • • • • • • • •	
18		REATTACH FENDER	/ <u>·</u>			0.6	В		
18		Paint Materials	PM	\$106.40		·			
19	Remove/Replace	CLIPS x6, LT SPLASH SHIELD	NW	\$22.08	1	• <del>• • • • • • • • • • • • • • • • • • </del>	В	••••	
20	Remove/Replace	CLIPS x3, FRT BUMPER	AM	\$1.16	✓	····	В		
Totals	5:			·····	RO:	Sup	 	Total:	
Final ((	Combined) Totals	PAGE ?	2 OF	3					
5/17/2	010 9:33:16 AM	· · · · · · · · · · · · · · · ·		$\mathbf{i}$	labor na	de #46/h		Page # 1	

	Invoice#: 000003 \$ 1820.00 * You!	6 Style: CRI License: VIN: 3G	)7 White ( EW CAB	CHEVROLET AV	ALAI II Co F	ns Co: 0 ntact:	nce In Customer		ation				
Custo THAN	\$ 1820.09 mer Copy	6 Vehicle: 200 Style: CRI License: VIN: 3GI Mileage: 509 Mileage Out:	)7 White ( EW CAB	CHEVROLET AV	Co P	ntact:	Customer	Рау					
	$\square$	Description	6       Vehicle: 2007 White CHEVROLET AVALAI       Ins Co: Co         6       Style: CREW CAB       Contact:         7       Phone:       Phone:         7       VIN: 3GNFK12347G       Claim #:         8       Deduct: \$							Customer Pay 0.00			
<u> </u>			Туре	Price Adj P		Lbr	Addi		Paint	Add			
		BUMPER, FRONT FRT BUMPER CVR OVERHAU			<u></u>	1.0	·	B					
3	Remove/Replace	COVER, FRONT BUMPER Q#117108	NW	\$531.71	<b></b>	4.2	$\mathbb{C}$	$\mathcal{O}$	)P\	<u>/</u>			
4	Refinish	COVER,FRONT BUMPER			+= .			R	3.8				
5	Remove/Install	SUPT,FRT BUMPER COVER			✓ 			В		<b></b> .			
6	Remove/Replace	DEFL, FRONT BUMPER	NW	\$62.43	√.			В					
7	Remove/Replace	FILLER,FRONT BUMPER LT	NW	\$51.17	~	0.1		В					
8	Remove/Install	FILLER, FRONT BUMPER RT						В					
9	Remove/Install	GRILLE,LOWER						В					
10	Remove/Install	EMBLEM,GRILLE				0.2		B					
11	Remove/Replace	LAMP ASSEMBLY,FOG LT	NW	\$104.84	~			В					
12	Remove/Install	LAMP ASSEMBLY,FOG RT					<b>.</b>	B					
13	Remove/Install	PNL, INNER DOOR TRIM				0.4		8					
14	Remove/Replace	HANDLE, FRONT DOOR	NW	\$99.89		0.1		B					
15	Refinish			\$7.00	✓			R	0.1				
16		HAZARD.WSTE.REM	SL	\$5.00	·		<b></b>	B		• •			
17		FBC FULL C-BRA WRAP	SL	\$295.00			••	B					
18		REATTACH FENDER LINERS				0.6		В					
18		Paint Materials	PM	\$106.40	✓								
19	Remove/Replace	CLIPS x6, LT SPLASH SHIELD	NW	\$22.08	4		uriate.	В		1			
20	Remove/Replace	CLIPS x3, FRT BUMPER	AM	\$1.16	1			B					

• --

# **Customer Reimbursement Claim Form**

	This section to be completed by Claimant
Date Claim Sub	bmitted: <u>6=19-3010</u>
17-Character V	/ehicle Identification Number (VIN): <u>3GNFK13347G</u>
	e of Vehicle:54 486
Mileage at Time	e of Repair: <u>50 986</u> Date of Repair: <u>649+3010</u>
Claimant Name	e (please print):
	e or PO Box Number:
	hone Number (include Area Code):
Evening Teleph	hone Number (include Area Code):
Amount of Rein	mbursement Requested: \$ 122.89
	THE FOLLOWING DOCUMENTATION MUST ACCOMPANY THIS CLAIM FORM.
Original or cle	ear copy of all receipts, invoices and/or repair orders that show:
<ul> <li>The Vet</li> <li>What pr</li> <li>The tota</li> <li>Paymer (copy of fit</li> <li>My signature to</li> </ul>	me and address of the person who paid for the repair. hicle Identification Number (VIN) of the vehicle that was repaired. roblem occurred, the repair performed, the date of repair, and who performed the repair. al cost of the repair expense that is being claimed. Int for the repair in question and the date of payment. front and back of cancelled check, or copy of credit card receipt) to this document attests that all attached documents are genuine and I request t for the expense Lincurred for the repair covered by this letter. nature:
	Please mail this claim form and the required documents to:
	Reimbursement Department PO Box 33170 Detroit, MI 48232-5170
	Reinbursement questions should be directed to the following number: 1-800-204-0261
40 10 27.10 Par	Jat # 866-963-2868 GM Customer Assistance Dominique - REFAX TO 866-962-2868 100 = 111-856368411 100 = 111-856368411
	Fage 02 of 02
NAILED 302	

Dennice # 71-856368411

3034594217

RO #:28928

Arrived: 6/9/2010 Ready: 6/16/2010

Unit #:

**Final Invoice** 

p.2

Senness: ALTONAS Southeast Auto Body, Inc. 8420 S. Colorado Blvd. Highlands Ranch, Colorado 80126 303-771-0440, Fax 303-694-4981 84-1118029

Estimator: Allan Weiman

0.6

RO:

labor rate #16/h

Customer Information         Name:         Address:         LITTLETON CO         Phone:		Vehicle Information					Insurance Information					
		Vehicle: 2007 White CHEVROLET AVALA Style: CREW CAB License: VIN: 3GNFK12347G Mileage: 50986 Mileage Out:			Co P Cla	ntact: hone: im #:	Customer Pay \$0.00					
#	S# Operation	Description	Туре	Price	Adj Pric	e T	Lbr	Addl	Dept	Paint	Addi	
1	Repair	BUMPER, FRONT	· · · ·			~	1.0		B			
2		FRT BUMPER CVR OVERHAU			,				B			
3	Remove/Replace	COVER,FRONT BUMPER Q#117108	NW	\$531.71	I	× .	4.2		В			
4	Refinish	COVER,FRONT BUMPER					· · ·		R	3.8		
5	Remove/Install	SUPT, FRT BUMPER COVER				~			В		· · •	
6	Remove/Replace	DEFL, FRONT BUMPER	NW	\$62.4	3			·•• · ·	В			
7	Remove/Replace	FILLER, FRONT BUMPER LT	NW	\$51.17	7	~	<b>0</b> .1		В			
8	Remove/Install	FILLER, FRONT BUMPER RT		··· •		· · · · · · · · · · · · · · ·			В			
9	Remove/Install	GRILLE, LOWER					·· ····		в	• -		
10	Remove/Instali	EMBLEM, GRILLE		• • • • • • • •			0.2		в			
- 11	Remove/Replace	LAMP ASSEMBLY FOG LT	NŴ	\$104.8	4	~			B			
12	Remove/Install	LAMP ASSEMBLY,FOG RT			- · · <u>· · · · · · · · · · · · · · · · ·</u>		·····		В	w. f		
13	Remove/Install	PNL, INNER DOOR TRIM					0.4		B	N,		
14	Remove/Replace	HANDLE, FRONT DOOR INR LT	NW	\$99.8 23	_ · · · ·	13.	0.1	· · ·	В		···. ····	
15	Refinish	FLEX ADDITIVE	:: <u>'</u>	7-51.0	<u> </u>		<u> </u>	<u> </u>	R	0.1		
16		HAZARD.WSTE.REM	,SL	\$5.0	0				В			
17		FBC FULL C-BRA WRAP	SL	\$295.0	0	• • • • • • • • • • • • • • • • • • • •			В			
			í 		· · · · · · · · · · · · · · · · · · ·							

Paint Materials PM S106.40 CLIPS x6, LT SPLASH Remove/Replace NW \$22.08 SHIELD Remove/Replace CLIPS x3, FRT BUMPER AM \$1.16

REATTACH FENDER

LINERS

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Supp:

Totals:

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Final (Combined) Totals

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Page # 1

Total:

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Constrained and a set of the Body, Inc.     Support of the set of the se	7.	ag 00 10 10.02a	PREIMER GROUP INSUR	ANCE				30345	94217		p.3		
Contact:       Link wow       Style:       Character:       Contact:         Image: Style:       1 Contact:       Phone:       Claim #:       Description       Type       Price Adj Price T       Lbr Addl Dept Paint Addl         Image: Style:       Description       Type       Price Adj Price T       Lbr Addl Dept Paint Addl         Image: Style:       Description       Type       Price Adj Price T       Lbr Addl Dept Paint Addl         Image: Style:       Description       Type       Price Adj Price T       Lbr Addl Dept Paint Addl         Image: Style:       Description       Type       Price Adj Price T       Lbr Addl Dept Paint Addl         Image: Style:       Description       Type       Price Adj Price T       Lbr Addl Dept Paint Addl         Image: Style:       Description       Type       Price Adj Price T       Lbr Addl Dept Paint Addl         Image: Style:       Description       Style:       Style:       Style:         Image: Style:       Description       NW Style:       Style:       Style:         Image: Style:       Description       Style:       NW Style:       Style:         Image: Style:       Description       NW Style:       Style:       Style:         Image: Style:       Descontrisin       <	8420 HGHLND 354070600	) S COLORADO BLVU IS RANCH, CO. 80126 383-799-3425 Sale 8000024469901	Colorado Blvd. s Ranch, Colorado 80126 0448, Fax 303-694-4981 PAT Estimator: Al	) j	RECE			∎ R( Un A	) #:28 it #: wrived: 6 Ready: 6	<b>928</b> 5/9/201 5/16/20	10	с <b>е</b> Зс	F3
BUMPER FRONT     I.0     B       FRT BUMPER CVR OVERHAU     B       OVERHAU     B       S     Remove/Replace     COVER FRONT       BUMPER     BUMPER       S     Refinish     COVER FRONT       BUMPER     BUMPER       S     SUP_FRE BUHIPER       S     BELER,FRONT       B     Remove/Replace       DELLER,FRONT     NW       S     Remove/Install       B     Remove/Install       C     RT       B     Remove/Install       B     Remove/Install       C     RT       B     Remove/Install       C     RT       B     Remove/Install       C     RT       B     Remove/Install       C     RT       B <td>1</td> <td>\$ 1829.09 Customer Copy</td> <td>6 Style: CREV 6 License: VIN: 3GNR Mileage: 5098</td> <td>V CAB K1234</td> <td> </td> <td>AVALAI</td> <td>Cor Pl Cla</td> <td>ntact: hone: im #:</td> <td></td> <td>r Pay</td> <td></td> <td></td> <td>-</td>	1	\$ 1829.09 Customer Copy	6 Style: CREV 6 License: VIN: 3GNR Mileage: 5098	V CAB K1234		AVALAI	Cor Pl Cla	ntact: hone: im #:		r Pay			-
BUMPER FRONT     I.0     B       FRT BUMPER CVR OVERHAU     B       OVERHAU     B       S     Remove/Replace     COVER FRONT       BUMPER     BUMPER       S     Refinish     COVER FRONT       BUMPER     BUMPER       S     SUP_FRE BUHIPER       S     BELER,FRONT       B     Remove/Replace       DELLER,FRONT     NW       S     Remove/Install       B     Remove/Install       C     RT       B     Remove/Install       B     Remove/Install       C     RT       B     Remove/Install       C     RT       B     Remove/Install       C     RT       B     Remove/Install       C     RT       B <td></td> <td>and a second second</td> <td>Description</td> <td>Γισο</td> <td>Price Ar</td> <td>li Price</td> <td>т</td> <td>1 br</td> <td>Addl</td> <td>Dent</td> <td>Paint</td> <td>IbbA</td> <td>ī</td>		and a second second	Description	Γισο	Price Ar	li Price	т	1 br	Addl	Dent	Paint	IbbA	ī
B     B       3     Remove/Replace OVER FRONT BUMPER CH117108     NW     \$531.71     ✓     4.2     8       4     Refinish     COVER FRONT BUMPER     R     3.8       5     Remove/Install     SUPT.FRT.BUMPER COVER     ✓     B       5     Remove/Replace     DEFL.FRONT BUMPER     NW     \$62.43     ✓     B       7     Remove/Replace     DEFL.FRONT BUMPER BUMPER     NW     \$52.17     ✓     0.1     B       8     Remove/Install     FILLER,FRONT BUMPER LT     NW     \$52.17     ✓     0.1     B       8     Remove/Install     FILLER,FRONT BUMPER RT     NW     \$51.17     ✓     0.1     B       9     Remove/Install     GRILLELOWER     0.2     B     0.2     B       10     Remove/Install     EMBLEM,GRILLE     0.2     B     0.4     B       12     Remove/Install     LAMP ASSEMBLY,FOG RT     NW     \$99.89     0.1     B       14     Remove/Replace     HANDLE,FRONT DOOR     NW     \$99.89     0.1     B       14     Remove/Replace     HANDLE,FRONT DOOR     SU     \$99.89     0.1     B       15     Refinish     FLEX ADDITVE     \$7.00     ✓     R				TAPE		<u>, 100</u>	·				- unit		L
3     Remove/Replace     COVER FRONT     NW     \$51.71     ✓     4.2     B       4     Refinish     COVER FRONT     NW     \$51.71     ✓     4.2     B       4     Refinish     COVER FRONT     BUMPER     R     3.8       5     Remove/Install     SUPT_FRT BUMPER     ✓     B       6     Remove/Replace     DEFL_FRONT     NW     \$52.43     ✓     B       7     Remove/Replace     DEFL_FRONT     NW     \$51.17     ✓     0.1     B       8     Remove/Replace     DEFL_FRONT     NW     \$51.77     ✓     0.1     B       9     Remove/Install     FILLER_FRONT     NW     \$51.77     ✓     0.1     B       9     Remove/Install     EMBLEM_GRILLE     0.2     B     0.2     B       10     Remove/Install     EMBLEM_GRILLE     0.2     B     0.1       12     Remove/Install     LAMP ASSEMBLY/FOG     NW     \$104.84     ✓     B       11     Remove/Install     LAMP ASSEMBLY/FOG     NW     \$104.84     ✓     B       12     Remove/Install     LAMP ASSEMBLY/FOG     NW     \$399.89     ✓     0.1       14     Remove/Replace     HANOLE_FRO			FRT BUMPER CVR							В			
BUMPER     BUMPER     SUPT.FRT BUMPER<	3	Remove/Replace		NW	\$531.71		<b>√</b> [*]	4,2		B			
B     COVER       5     Remove/Replace     DEFL_FRONT BUMPER     NW     \$62.43     ✓     B       7     Remove/Replace     FILLER.FRONT     NW     \$51.17     ✓     0.1     B       8     Remove/Install     FILLER.FRONT     NW     \$51.17     ✓     0.1     B       8     Remove/Install     FILLER.FRONT     NW     \$51.17     ✓     0.1     B       9     Remove/Install     GRILEL     OUVER     B     B       10     Remove/Install     EMBLEM.GRILLE     0.2     B       11     Remove/Install     EMBLEM.GRILLE     0.2     B       12     Remove/Install     LAMP ASSEMBLY.FOG     NW     \$104.84     ✓     B       12     Remove/Install     LAMP ASSEMBLY.FOG     NW     \$104.84     ✓     B       13     Remove/Install     PNL_INNER DOOR TRIM     0.4     B     I       14     Remove/Replace     HANDLE, FRONT DOOR     NW     \$99.89     ✓     0.1       15     Refinish     FLEX ADDITIVE     \$7.00     ✓     R     0.1       15     Refinish     HANDLE, FRONT     SL     \$206.00     B       16     HAZARD.WSTE.REM     SL     \$206.00 </td <td>4</td> <td>Refinish</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>R</td> <td>3.8</td> <td></td> <td></td>	4	Refinish								R	3.8		
7Remove/ReplaceFILLER, FRONT BUMPER LTNW\$51.17 $\checkmark$ 0.1B8Remove/InstallFILLER, FRONT BUMPER RTB9Remove/InstallGRILLE, LÓWERB10Remove/InstallGRILLE, LÓWERD.211Remove/InstallEMBLEM, GRILLE0.211Remove/InstallEMBLEM, GRILLE0.212Remove/InstallLAMP ASSEMBLY, FOG RTNW\$104.84 $\checkmark$ 12Remove/InstallLAMP ASSEMBLY, FOG RTB13Remove/InstallPNL, INNER DOOR TRIM LT0.4B14Remove/ReplaceHANOLE, FRONT DOOR INR LTNW\$99.89 $\checkmark$ 0.115RefinishFLEX ADDITIVE\$7.00 $\checkmark$ R0.116HAZARD WSTE REM\$L\$296.00B $WRAP$ 18REATTACH FENDER UINERS0.6B $WRAP$ 19Remove/ReplaceCLIPS x6, LT SPLASH SHIELDNW\$22.08 $\checkmark$ B20Remove/ReplaceCLIPS x6, LT SPLASH SHIELDNW\$22.08 $\checkmark$ B20Remove/ReplaceCLIPS x6, LT SPLASH SHIELDNW\$22.08 $\checkmark$ B	5	Remove/Install					1			В			
BUMPER       LT         8       Remove/Install       FILLER,FRONT BUMPER       B         9       Remove/Install       GRILLE_LOWER       B         10       Remove/Install       EMBLEM,GRILLE       0.2       B         10       Remove/Install       EMBLEM,GRILLE       0.2       B         11       Remove/Install       EMBLEM,GRILLE       0.2       B         12       Remove/Install       LAMP ASSEMBLY,FOG       B       B         12       Remove/Install       INNER DOOR TRIM       0.4       B         13       Remove/Install       PNL, INNER DOOR TRIM       0.4       B         14       Remove/Replace       HANDLE,FRONT DOOR       NW       \$99.89       ✓       0.1         15       Refinish       FLEX ADDITIVE       \$7.00       ✓       R       0.1         16       HAZARD.WSTE.REM       \$L       \$206.00       B       17       B       18         18       REATACH FENDER       0.6       B       10       10       10       4         19       Remove/Replace       CLIPS x6, LT SPLASH       NW       \$22.08       ✓       B         20       Remove/Replace       CLIPS	Б	Remove/Replace	DEFL, FRONT BUMPER	NW	\$62.43		Ŷ.			В			
BUMPER     RT       9     Remove/Install     GRILLE_LOWER     B       10     Remove/Install     EMBLEM, GRILLE     0.2     B       11     Remove/Install     EMBLEM, GRILLE     0.2     B       11     Remove/Install     EMBLEM, GRILLE     0.2     B       12     Remove/Install     LAMP ASSEMBLY, FOG RT     B     B       12     Remove/Install     LAMP ASSEMBLY, FOG RT     B     B       13     Remove/Install     PNL INNER DOOR TRIM LT     0.4     B       14     Remove/Replace     HANDLE, FRONT DOOR INR LT     0.4     B       15     Refinish     FLEX ADDITIVE     \$7.00     ✓     R     0.1       16     HAZARD.WSTE.REM     ŠL     \$500     B     0.1       17     F6C FULL C-BRA WRAP     \$L     \$295.00     B     0.1       18     REATTACH FENDER LINERS     \$295.00     B     B       18     Paint Materials     PM     \$106.40     ✓       19     Remove/Replace     CLIPS x6, LT SPLASH     NW     \$22.08     ✓       20     Remove/Replace     CLIPS x3, FRT BUMPER     AM     \$1.16     ✓	~ 7	Remove/Replace		NW	\$51.17		1	0.1		в			
10     Remove/Install     EMBLEM,GRILLE     0.2     B       11     Remove/Replace     LAMP ASSEMBLY,FOG LT     NW     \$104.84     ✓     B       12     Remove/Install     LAMP ASSEMBLY,FOG RT     B     B       13     Remove/Install     LAMP ASSEMBLY,FOG RT     0.4     B       14     Remove/Install     PNLINNER DOOR TRIM LT     0.4     B       14     Remove/Replace     HANDLE,FRONT DOOR INR LT     NW     \$99.89     ✓     0.1       15     Refinish     FLEX ADDITIVE     \$7.00     ✓     R     0.1       16     HAZARD.WSTE.REM     \$L     \$5.00     B     B       17     FBC FULL C-BRA WRAP     SL     \$295.00     B       18     REATTACH FENDER LINERS     0.6     B       19     Remove/Replace     CLIPS x6, LT SPLASH SHIELD     NW     \$22.08     ✓     B       20     Remove/Replace     CLIPS x6, FRT BUMPER     AM     \$1.16     ✓     B	8	Remove/Install								В			
11     Remove/Replace     LAMP ASSEMBLY,FOG     NW     \$104.84     B       12     Remove/Install     LAMP ASSEMBLY,FOG     B       13     Remove/Install     LAMP ASSEMBLY,FOG     B       13     Remove/Install     PNL.INNER DOOR TRIM     0.4     B       14     Remove/Replace     HANDLE,FRONT DOOR     NW     \$99.89     ✓     0.1       14     Remove/Replace     HANDLE,FRONT DOOR     NW     \$99.89     ✓     0.1       15     Refinish     FLEX ADDITIVE     \$7.00     ✓     R     0.1       16     HAZARD.WSTE.REM     \$1     \$5.00     B     17       17     FBC FULL C-BRA     \$1     \$295.00     B       18     REATTACH FENDER     0.6     B       19     Remove/Replace     CUPS x0, LT SPLASH     NW     \$22.08     ✓     B       20     Remove/Replace     CLIPS x3, FRT BUMPER     AM     \$1.16     ✓     B	9	Remove/install	GRILLE, LOWER					-		8			
LT       12       Remove/Install       LAMP ASSEMBLY,FOG       B         13       Remove/Install       PNLINNER DOOR TRIM       0.4       B         13       Remove/Install       PNLINNER DOOR TRIM       0.4       B         14       Remove/Replace       HANDLE,FRONT DOOR       NW       \$99.89       ✓       0.1       B         14       Remove/Replace       HANDLE,FRONT DOOR       NW       \$99.89       ✓       0.1       B         15       Refinish       FLEX ADDITIVE       \$7.00       ✓       R       0.1         16       HAZARD.WSTE.REM       \$L       \$500       B       B       B         17       F8C FULL C-BRA       \$L       \$295.00       B       B       B         18       REATTACH FENDER       0.6       B       B       B       B       B         18       Paint Materials       PM       \$106.40       ✓       B       B       B         19       Remove/Replace       CLIPS x8, LT SPLASH       NW       \$22.08       ✓       B         20       Remove/Replace       CLIPS x3, FRT BUMPER       AM       \$1.16       ✓       B	10	Remove/Install	EMBLEM, GRILLE	• •			• • •	0.2		В			
RT     RT       13     Remove/Install     PNLINNER DOOR TRIM LT     0.4     B       14     Remove/Replace     HANDLE,FRONT DOOR INR LT     NW     \$99.89     ✓     0.1     B       15     Refinish     FLEX ADDITIVE     \$7.00     ✓     R     0.1       16     HAZARD.WSTE.REM     \$1     \$5.00     B     B       17     FBC FULL C-BRA WRAP     \$2     \$295.00     B       18     REATTACH FENDER LINERS     0.6     B       19     Remove/Replace     CLIPS x8, LT SPLASH SHIELD     NW     \$22.08     ✓     B       20     Remove/Replace     CLIPS x3, FRT BUMPER     AM     \$1.16     ✓     B	11	Remove/Replace		NW	\$104.84		<ul> <li>Image: A second s</li></ul>			8			
LT       LT         14       Remove/Replace       HANDLE, FRONT DOOR       NW       \$99.89       ✓       0.1       B         15       Refinish       FLEX ADDITIVE       \$7.00       ✓       R       0.1         16       HAZARD.WSTE.REM       \$L       \$5.00       B       B         17       FBC FULL C-BRA       \$L       \$295.00       B         18       REATTACH FENDER       0.6       B         18       Paint Materials       PM       \$106.40       ✓         19       Remove/Replace       CLIPS x6, LT SPLASH       NW       \$22.08       ✓       B         20       Remove/Replace       CLIPS x3, FRT BUMPER       AM       \$1.16       ✓       B         20       Remove/Replace       CLIPS x3, FRT BUMPER       AM       \$1.16       ✓       B	12	Remove/Install					- •			В			
INR LT 15 Refinish FLEX ADDITIVE \$7.00 ✓ R 0.1 16 HAZARD.WSTE.REM ŠL \$5.00 B 17 FBC FULL C-BRA SL \$295.00 B 18 REATTACH FENDER 0.6 B LINERS 0.6 B 18 Paint Materials PM \$106.40 ✓ B 19 Remove/Replace CLIPS x6, LT SPLASH NW \$22.08 ✓ B SHIELD B 20 Remove/Replace CLIPS x3, FRT BUMPER AM \$1.16 ✓ B	13	Remove/Install						0.4		В			
16     HAZARD.WSTE.REM     ŠL     \$5.00     B       17     FBC FULL C-BRA WRAP     SL     \$295.00     B       18     REATTACH FENDER LINERS     0.6     B       18     Paint Materials     PM     \$106.40     ✓       19     Remove/Replace     CLIPS x6, LT SPLASH SHIELD     NW     \$22.08     ✓       20     Remove/Replace     CLIPS x3, FRT BUMPER     AM     \$1.16     ✓       Totals:     RO:     Supp:     Total:	14	Remove/Replace		ŃW	\$99.89		1	0.1		В			
17     FBC FULL C-BRA WRAP     SL     \$295.00     B       18     REATTACH FENDER LINERS     0.6     B       18     Paint Materials     PM     \$106.40     ✓       19     Remove/Replace     CLIPS x6, LT SPLASH SHIELD     NW     \$22.08     ✓       20     Remove/Replace     CLIPS x3, FRT BUMPER     AM     \$1.16     ✓       Totals:     RO:     Supp:     Total:	15	Refinish	FLEX ADDITIVE		\$7.00		$\checkmark$			R	0.1		
18       REATTACH FENDER       0.6       B         18       Paint Materials       PM \$106.40       ✓         19       Remove/Replace       CLIPS x8, LT SPLASH       NW \$22.08       ✓       B         20       Remove/Replace       CLIPS x3, FRT BUMPER       AM       \$1.16       ✓       B         Totals:       RO: Supp: Total:	16		HAZARD.WSTE.REM	SL	\$5.00		-			В			
LINERS         18       Paint Materials       PM<\$106.40	17			SL	\$295.00					В			
19     Remove/Replace     CLIPS x6, LT SPLASH     NW     \$22.08     ✓     B       20     Remove/Replace     CLIPS x3, FRT BUMPER     AM     \$1.16     ✓     B       Totals:	18							0.6		В			
SHIELD 20 Remove/Replace CLIPS x3, FRT BUMPER AM \$1.16 ✓ B Totals: RO: Supp: Total:	18		Paint Materials	PM	\$106.40		$\checkmark$						
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Final (Combined) Totals

July 20, 2011



Dear

Thank you for contacting us recently about the notice you received for your 2007 Chevrolet Avalanche. We apologize for any inconvenience you may have experienced as a result of this action.

At Chevrolet, we believe our customers have the right to expect long-term, reliable performance from our products. There are, however, many variables that affect the life of the vehicle's parts and performance. There are times when we identify a motor vehicle defect and release a recall or special coverage notice to our loyal customers for their safety and satisfaction.

We have reviewed your request for reimbursement and are happy to inform you that you are being reimbursed for the full amount of the repair associated with the field action. We have enclosed a check in the amount of \$127.98. Please note that this reimbursement does not include any additional reimbursement requests not associated with the prescribed repair (e.g. maintenance items, wear-and-tear items, etc).

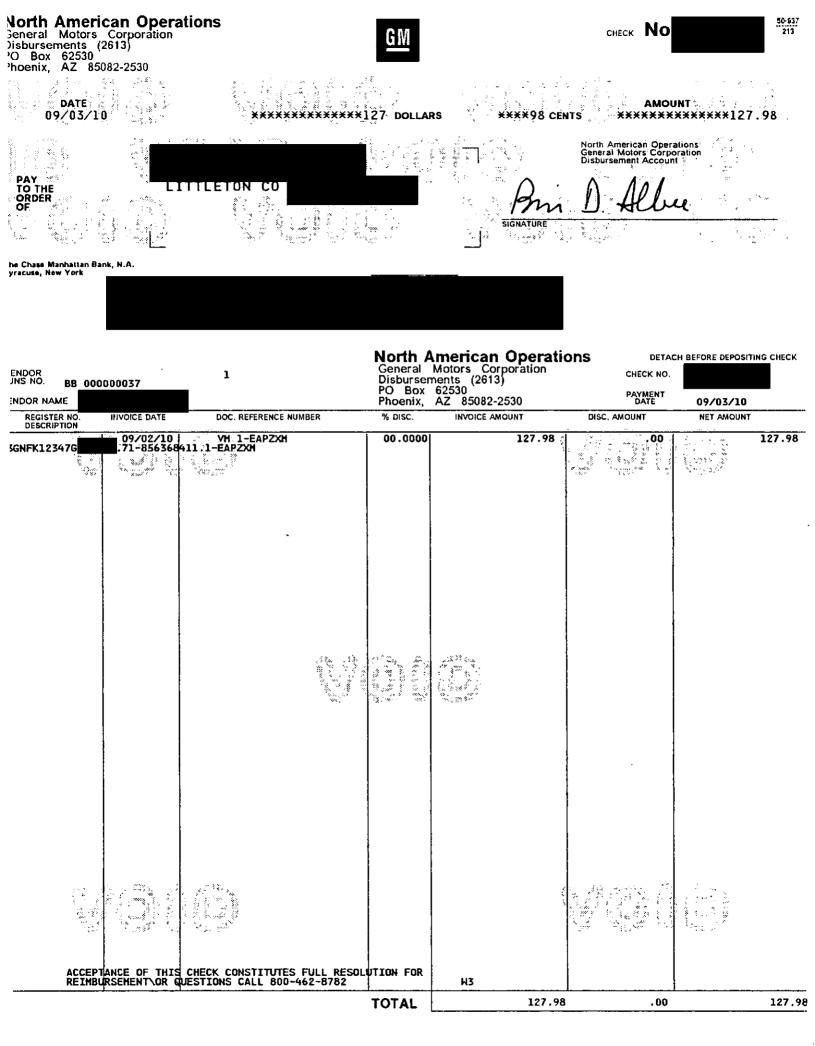
If your vehicle has not been inspected by your local GM dealership, we request you set up an appointment to ensure all necessary steps have been taken to repair your vehicle.

At Chevrolet, our commitment to customer satisfaction is a top priority. If you have future questions, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-856368411

For more information regarding the maintenance and care of your vehicle, please visit www.gmownercenter.com. This free online service offers vehicle and ownership-related information and tools tailored to your specific vehicle.



July 20, 2011

Blytheville, AR

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Service request: 71-856406677 Vehicle Identification Number: 1GNFC13027R Customer Relationship Specialist: Elizabeth

Dear

Thank you for allowing us the opportunity to review the product allegation involving your 2007 Chevrolet Tahoe. Unfortunately, our attempts to reach you by phone on 8/9/2010 at 03:54 PM ET and on 8/10/2010 at 11:40 AM ET and on 8/10/2010 at 04:34 PM ET were unsuccessful.

Therefore, we will not be able to take any further action regarding your concern until we have an opportunity to discuss this with you. We will continue to hold your file open for 10 days.

Please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to your service request number above when calling.

Sincerely,

General Motors

cc: FILE

PA0005 V10202009

July 20, 2011



RE: Service Request: 71-857307038 2007 Tahoe Vehicle Identification Number: 1GNFC13J87R Customer Relationship Specialist: Jose

Dear

Thank you for taking the time to contact General Motors regarding your vehicle. I am aware of the concern you are having with your 2007 Tahoe; however, I have been unsuccessful in my attempts to reach you. At your earliest convenience, please contact the General Motors Product Allegation Resolution Assistance Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time and ask for Jose.

Thank you for giving General Motors this opportunity to be of assistance. We hope to earn your trust and respect with every contact you have with General Motors Product Allegation Resolution Department.

Sincerely,

General Motors

cc: FILE

PA0011 V10202009

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CUSTOMER #: 2812335656  A38312 WARRANTY WARRANTY WARRANTY WARRANTY WARRANTY WARRANTY KATY, TX 77450 PHONE (281) 392-3200 WWW.Westsidechevrolet.com PAGE 2  CONT:N/A CELL: CONT:N/A CELL: CELMANK YOU FOR YOUR BUILLIAM TUCKER CELL: CONTONS: ENG:5.3_Liter OFTONS: ENG:5.3_Liter OS:36 015EP10 14:25 02EP10  FHON COLE TYPE HOURS  CHANK YOU FOR YOUR BUISINESS 11 COME BACK AND SER NOT CHANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT TARK SIGODE TECH: 338 ACTUAL HRS.: 0.00 SOLD HRS.: 0.00 UB: 0.00 SUB: 0.00 TOTAL THANK YOU FOR YOUR BUISINESS 11 COME BACK AND SER NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASS SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASE SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY SATISFED PLEASE SEB ONCI OF OUR MARAGEMENT THANKS 110 FF YOU ARE NOT COUPLETELY ARE	
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the account on which it is drawn has been closed.	
CUSTOMER SIGNATURE Particular Purpose, And the TOTAL CHARGES 110.06	
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREDN IS ACCURATE UNLESS OTHERWISE SHOWN SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE WHILE FOR OTHERWISE THAT	
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VERICE OR OTHERWISE THAT ANY PART REPARED ON REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURERS REPRESENTATIVES.	

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Sep 09 10 04:16p

438312 CUSTOMER #: 2812335656 23001 KATY FREEWAY KATY, TX 77450 PHONE (281) 392-3200 INVOICE www.westsidechevrolet.com RICHMOND. TX PAGE 1 CONT:N/A HOME : SERVICE ADVISOR: CELL: 86 WILLIAM TUCKER BUS: COLOR YEAR MAKEIMOBEL UNIT NO MILEAGE IN/ OUT VN. 103246/103246 T1404 GOLD 07 CHEVROLET SUBURBAN 3GNFC160X7G PROD. DATE WARR. EXP. PO NO. DEL DATE PROMISED BATE PAYMENT INV. DATE  $\mathbb{R}^{2}$ 10NOV06 DD 19:00 01SEP1 0 MC 02SEP10 R.O. OPENED READY OPTIONS: ENG:5.3 Liter 08:36 01SEP10 14:25 02SEP10 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL A CUSTOMER STATES LT PRONT DOOR LINSIDE HANDLE PEELING CAUSE: Special Coverage Adjustment - Front and Rear Chrome Interior Door Handle Lever - (Aug 25, 2010) T5753 SPECIAL COVERAGE ADJUSTENT FRONT AND REAR CHROME (N/C)238 WC94 2 88880051 HANDLE KI (N/C) (N/C)**1 FREIGHT FREIGHT** 103246 09239A: Special Coverage Adjustment - Front and Rear Chrome Interior Door Handle Lever 0.90 Special Coverage Adjustment - Front and Rear Chrome Interior Door Handle Lever - (Aug 25, 2010) T5753 Replace Front and Rear Door Handle Levers B CUSTOMER STATES LT REAR DOOR INSIDE HANDLE 2600 BODY AND TRIM BBL NGLI (N/C)238 INT 103246 SEE LINE A ********************************* **** ******* C CUSTOMER STATES RT FRONT DOOP INSIDE HANDLE PERLANG 2600 BODY AND TRIM **↓ /** / / / / SEE LINE A 103246 SEE LINE A jį, CUSTOMER STATES RT REAR INSIDE DOOR HANDLEW PEELING 2600 BODY AND TRIM (N/C)238 INT 103246 SEE HINE A i i una coma coma com **** E ADD 1 KEY & REMOTE 2600 BODY AND TRIM 0.00 0.00 238 CCT 54.41 54.41 54.4115824471 KEY 127.37 127.37 127.37 1 20869053 TRANSMITT NEW TRANSMITTER 103246 CUT NEW KWY AND PROGRAM KEY AND TOTALS DESCRIPTION Warranty NOTICE PURSUANT TO SEC. 70.001, Factory "The Of Constitutes TEXAS PROPERTY CODE All The LABOR AMOUNT Warranties With Respect To The I am the person or agent acting on behalf of the person, who is obligated to pay for the repeir of the motor vehicle subject to the repeir contract. I understand that this vehicle is subject to repossession in accordance with Soc. 9.609, Taxas Business and Commerce Code, if a written order for payment for repair on the vehicle is stopped, diskonered because of insufficient funds, no bands, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed. Sale Of This item/items. The Selier Hereby Expressiv PARTS AMOUNT Expressly GAS. OIL. LUBE Disclaims All Warranties, Either SUBLET AMOUNT Express Or Implied, Including any Implied Warranty Of MISC. CHARGES Merchantability Or Fitness For A Particular Purpose, And the Seller Neither Assumes Nor TOTAL CHARGES CUSTOMER SIGNATURE ON BEHALE OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPARED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURERS REPRESENTATIVES. LESS INSURANCE Authorizes Any other Person To Assume For it Any Llability In SALES TAX Connection With The Sale of PLEASE PAY

#### CUSTOMER COPY

This item/items."

THIS AMOUNT

p.4

Sep 09 10 04:18p

CUSTOMER #: 28123	3565,6		438312		2300	1 KATY FRI	FEWAY
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RICHMOND, TX			PAGE 2				
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TEXAS I am the person or agant acting on bahalf of	PROPERTY CODE	the repair	Narranties With Respect To 7	he LABOR A		the second s	.00
of the motor vehicle subject to the repair co	Contract, I understand that this vehicle is si 200 Tayon Business and Commerce Co	oda, if a 15	Sale Of This item/items. T Seller Hereby Expres	SIV CAR OIL		And the second	<u>.78                                     </u>
written order for payment for repair on insufficient funds, no funds, or because the	the vehicle is stopped, distoncted be drawer or maker of the order has no ec		Disclaims All Warranties, Eit Express Or Implied, Includ	ing SUBLET #			.00
the account on which it is drawn has been c	losed.	8 	any Implied Warranty Merchantability Or Fitness For	A MISC. CH			.00
		F	Particular Purpose, And Seller Neither Assumes				<u>.78</u>
ON BEHALF OF SERVICING DEALER, I HEREBY CE ACCURATE UNLESS OTHERWISE SHOWN SERVIC OWNER, THERE WAS NO INDICATION REACH TH ANY PART REPARED OR HERLACED UNDER THIS ANY PART REPARED OR HERLACED UNDER THIS	INTIFY THAT THE INFORMATION CONTAINED F CES DESCRIBED WERE PERFORMED AT NO CI CE ARREADANCE OF THE VEHICLE OR OTHERN	HEREON IS	Authorizes Any other Person Assume For it Any Liability				.00
OWNER. THERE WAS NO INDICATION FROM TH ANY PART REPAIRED OR REPLACED UNDER THIS ACCIDENT, NGLIGENCE OR MISUSE, RECORDS S FROM THE DATE OF PAYMENT NOTFICATION HANNE ACTIVERED REPRESENTATIVES	CLAIM HAD BEEN CONNECTED IN ANY WAY SUPPORTING THIS CLAIM ARE AVAILABLE FOR	WITH ANY R (1) YEAR	Connection With The Sale This item/items."			<u> </u>	<u> </u>
FROM THE DATE OF PAYMENT NOTIFICATION MANUFACTURERS REPRESENTATIVES.	N AT THE SERVICING DEALER FOR INSPEC	CIUM BY		THIS AM		196	.78

#### CUSTOMER COPY

# Facsimile Transmittal

То:	Hannah Lee	Fax:	281-392-2344
From:	Stacy Amstutz	Date:	September 16, 2010
Customer Name & SR #		Pages:	2

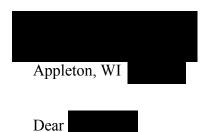
#### Notes:

Upon receipt of this pre-authorization for the above listed claim for payment, please verify that the information listed below is correct. If everything is correct please enter this claim in the GW system as a miscellaneous net line amount with the labor op Z1242 for \$\$110.06. The pre-authorization # is 91725600000. You do not need to H route this claim nor use any authorization codes, labor hours or costs. If this claim rejects, please contact the CRS handling this file. Below is the information that we have entered for the pre-authorization. Please use the Complaint, Cause & Correction provided for youreentry into the Global Warranty system.

1000 000 000 000 000 000 000 000 000 00	VIN 3GNFC160X7G
Chest Conception	Dealer Contact -644-1350
2	Dealer Phone 281 Dealer Back 114852
	Dealer Fax 281 431312 Dealer Fax 281 431312 Dealer Ford Namoer 222 Job Card Namoer 222 Job Card Cless 202
	soor On Code Course beeling chrome on door handles Cause chrome on door handles peeling Correction replace door handles

Interes By Joe G Date Entered 9/16/10

July 20, 2011



We have received your request for assistance, but have been unable to contact you using the telephone number provided or any listed in our records.

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-462-8782. Please refer to the service request number listed below when you reach our representative.

Total customer satisfaction is important to us at GMC. If we can be of any assistance, please don't hesitate to email us using the Contact Us link at GMC.com or call us at 1-800-462-8782.

Sincerely,

GMC Customer Assistance Center Service Request Number: 71-858391717

09/16/2010 11:16	#1741 P.001/001
PINE BELT	Cohen,
3712 Route 9 South	
Preenojo, NJ 07728 Parts 732.462.1396 www.pinebeltcars.com Service 732.462.1576 www.pinebeltparts.com www.pinebeltaccessories.com	
	VTG- 39× RO: 101991
Customer: 206442 Stock #, R04219	VIN: 1GNFK13097J 2007 CHEV TAHOE K150 BLU Mileage In: 114514
Home: Advisor: 000213-William Peak	In Service:         04/23/2007           Hat:         073         Date In:         09/03/2010         07:49
Promised: 09/03/2010 17:00 - Call when rea	ady.
RO # RO Date Miles Op Cd Advisor	HISTORY
43017 U8704708 51313 NOT POUND (	Tech # Pay Type/Operation Comments 000023 C/ENGINE - DRIVABILITY 000023 C/ENGINE - ELECTRICAL 000023 C/OUICK LUBE PLUS - INCLUDE 000023 C/S: ENGINE OIL & FILTER CH 000023 C/S: LUBRICATE CHASSIS,
43017 $08/04/08$ $51313$ NOT FOUND (	000023 C/OUICK LUBE PLUS - INCLUDE 000023 C/S: ENGINE OIL & FILTER CH
	000023 C/ANGE, LUBRICATE CHASSIS,
OP Customer Complaint	
A INSPECT INSIDE DOOR HANDLES FOR GM AND OVER MILEAGE	REPORT SPECIAL POLICY SCP
a port at	71-859572188
CAPE =	11 0015 12100
PHONE ESTIMATES FOR AUTHORIZED ADDITIONS TALKED TO TIME PARTS & LABOR	
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LABOR .	3 30.05 C3230 3 30.05 C3231
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	$\mathcal{B} \rightarrow \mathcal{I} \mathcal{R}$
	/2-10 /
TERMS CASH: UNLESS ARRANGEMENTS MADE	
ALL PERSONAL CHECKS BUBJECT TO TELECREDIT. DRIVER'S LICENSE MANDATORY.	PRELIMINARY ESTIMATE \$
I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AM- PRICE WHICH WILL NOT EXCEED THE BETIMATE BY MORE THAN 20%. I ALSO AGREE THAT YOU ARE NOT RESPONSIBLE A DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEPT OR ANY OTHER CAUSE BEYOND YOUR OF YOR ANY DELAY'S CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRAM HEREBY GRANT YOU AND/OR YOUR EMPOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREET: OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKO ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. STORAGE AFTER 48 HOURS OF WORK COMPLETI PER DAY. DONSUMER ACKNOWLEDGES RECEIPT OF COPY HEREOF. In the even that you, the subtomer, authorize commencement but do not authorize completion of a repair of service a charge will be disassembly, reassembly completed work. Such charge will be directly related to the adula) amount of tabor or parts in regardian, repair or service.	OR LOSS OR     REVISED     DATE     TIME     BY       CONTROL OR     ESTIMATE (1)     BY       SPORTER. I     REVISED       BLHGHWAYS     ESTIMATE (2)       NOWLEDGED     REVISED       ON AT \$25.00     ESTIMATE (3)       # IMPOREd for     I HEREBY ACKNOLEDGE THAT I WAS NOTIFIED & GAVE ORAL

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INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

Customer Signature:

July 20, 2011



Dear

We have received your request for assistance, but have been unable to contact you using the telephone number provided or any listed in our records.

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Sincerely,

GMC Customer Assistance Center Service Request Number: 71-859708964



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General Motors Executive Office Jodi Langlois PO Box 33170 Detroit, MI 48232-5170

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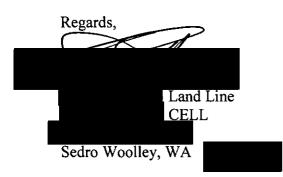
September 1, 2010

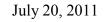
General Motors Executive Office Jodi Langlois PO Box 33170 Detroit, MI 48232-5170

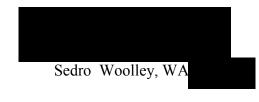
Dear

In October of 2008 you were in contact with me concerning and engine problem. Vehicle Identification Number 3GNFK16317C 2007 Chevrolet Suburban. I'm contacting you again in hopes that you are still in the same position. I'm contacting you concerning a problem that I've had way before I went over my warranty. The chrome is coming off my passenger door handle. I was living with it until my wife cut her finger opening the door. I called Blade Chevrolet in Mount Vernon, Washington where I get my car serviced and asked what they would charge for a replacing the door handle. I was advised that it would be in the \$300.00 range. The next step would be duct tape. I'm not liking the thought of duct tape on a \$48,000 Suburban, but did not feel economically good about the repair at the time. I received a re-call letter on chrome handles that will be replaced under the 100,000 mile warranty. At the time of receipt of the letter I was 3,400 miles over warranty. Being that my problem existed way before a warranty re-call I felt that GM should warrant my problem, being so close to being with in warranty range. I've been in contact with a Christat 1-866-790-5700 x21401 advising that Blade Chevrolet would replace for \$50.00. Not so according to Mr. Knight at Blade, the service manager.

Here is my take on this. The warranty overage is so minimal on one of your most expensive vehicles, and we as tax payers are bearing cost responsibility for your bail out, I'believe in my case this nit picking is uncalled for in times like we've never seen before. GM needs to step up in cases like this, as long term relationships with owners should be maintained for future purchases. I'm anticipating a resolve with this issue, and this letter should never have had to be written.







Dear

At Chevrolet, we take pride in the vehicles we produce and appreciate the time you took to contact us.

Because customer satisfaction is a top priority for us, please accept this letter worth up to \$100 towards your next maintenance service or repair on your 2007 Chevrolet Suburban.

This offer is valid towards <u>one</u> service visit on VIN 3GNFK16317G In the event the cost of your service exceeds the \$100 maximum value, you will be responsible for paying the difference. If the total cost of your services is less than \$100, a credit or refund will not be issued. This letter is not transferable and is valid for 12 months from the date of issue.

We hope this gesture demonstrates our appreciation of you as a valued customer. Simply present this letter to any Chevrolet dealership for redemption. If you have future questions, please don't hesitate to contact our Executive Office at 1-313-667-7153. Please refer to your service request number listed above and we will be happy to assist you.

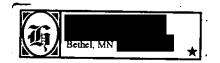
Sincerely,

Chevrolet Executive Office Service Request 71-860101294

For more information regarding the maintenance and care of your vehicle, please visit www.gmownercenter.com. This free online service offers vehicle and ownership-related information and tools tailored to your specific vehicle.

#### ATTENTION: DEALERSHIP SERVICE MANAGER

When submitting the claim, please use labor op Z7092, insert the amount in the net item column, and insert the CAC Service Request number in your comments. This <u>original</u> letter must be surrendered by the customer and retained by the dealer for audit purposes.





ATT NI WASON 08-17-10409:08 RCVD GCOH Reinbussement Depart ment P.O. BOK 33170 Netroit, MI. 48232-5170

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Aug (1, 2010

# Buthel, M.n.. Phone:

New Scott, We received your hetter warning us about faulter inside door handles. Well scott, in our' case, youre about 3 years too hate, to warn us now ? brand New! Our family has been buying Net only fleet puckages for wark, but also for private use thru same chery dealer here for Many Many years. We are a Very harge family, Mind you. The problems with the 2007 Avalanche Thud Mething to do with this dealer skip. are faulto from the factory. Why did it take 3 years for yous to figure out this chrome irregularity? Shat is only one of other chrome vinegularties that existed on out side of Truck, Have you Maliyed this yet? The chrome strips running down the body were also Not only pulling, but custing up, the cherry emblem had the

about this expensive new truck were new purchased to replace the 2007 Lenon we got stuck with for the dast 3 years? Secondly, 3 years hater, after wein taken a bleeding in More Ways then one, now us if we can produce reciepto for firing this irregularity that occurred during time it was being Made , that we might be eligible Jar a refund???? 3 years hater??? The deast you could do, if is very empostant for your company to be sure hang Standing Customers of Charge is satisfied you., is to compensate us & others for the blood We lost just trying to get out by this damm Truck for 3 years, And the embarrasment of out side going to hell in a hen basket! hie hearned one Thing! They don't Make Cars hihe they use to. In fact wire in the process of restoring an old classic. Sorry Scott! It' a 65 Fond Thunderbud'.

A same problem. Elwing them down didn't Work. Screws finally at heast Kept them from flapping. And now as yar as the invide doors & these . Sharp handles! you don't know how hard it was for any one to get but with out repping up their fingers & bleeding. For 3 years we put up with this! We finally said enough I traded it in on (oh No!) a 2010 avalaente Mid Summer. The 2007 was Heally an insuct to what cherry had alwarp stood for, and an insult to our intelligence for paying so much to be proud up our "Wheele", only to be tottally Embarrassed at Conditions of out side, And curry one using the door handles ending up With Cut Bloody fingers, New even the guy at the chery dealers who took our truck for a test drine connented about the bad door handles & said to us," this should "' Heally be under warranty, it cuts fingers: "Just I'd like to ask, Scott, is there My "larly" fore warning we should know

## **Customer Reimbursement Claim Form**

0-1-	This section to be completed by Claimant
Date	Claim Submitted:
17-C	haracter Vehicle Identification Number (VIN):
Curr	ent Mileage of Vehicle:
Milea	ge at Time of Repair: Date of Repair:
	nant Name (please print):
Stree	t Address or PO Box Number:
City:	State: Zip Code:
	me Telephone Number (include Area Code
Ever	ing Telephone Number (include Area Code):
Amo	unt of Reimbursement Requested: \$ Compensation for Nearly Bleeding
	The following documentation <u>must</u> accompany this claim form. 2
Orig	nal or clear copy of all receipts, invoices and/or repair orders that show:
•	<ul> <li>What problem occurred, the repair performed, the date of repair, and who performed the repair</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment.</li> </ul>
reim	(copy of front and back of cancelled check, or copy of credit card receipt) ignature to this document attests that all attached documents are genuine and I request bursement for the expense Lineurrod for the repair covered by this fatter hant's Signature:
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October 12, 2011



Dear

Enclosed is the GM Product Recall/Special Coverage Customer Reimbursement Claim Form. Please complete the form in its entirety and return it to the address listed on the bottom of the form.

We will be happy to review your request for reimbursement for the listed repair once we have received this completed form and any additional documentation that may be required (see the attached reimbursement claim for details).

After receiving your completed claim form and documentation, we will carefully review the documents to confirm the repairs were directly related to the condition described in the recall/special coverage. While we cannot guarantee all reimbursement requests will be honored, we will thoroughly review each request carefully for reimbursement consideration.

At Chevrolet, our commitment to customer satisfaction is a top priority. If you have future questions, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-860622136

### GENERAL MOTORS PRODUCT RECALL OR SPECIAL COVERAGE CUSTOMER REIMBURSEMENT PROCEDURE

If you have paid to have this condition related to the special coverage notification you received corrected, you may be eligible to receive reimbursement.

Requests for reimbursement may include parts, labor, fees and taxes. Reimbursement may be limited to the amount the repair would have cost if completed by an authorized General Motors dealer.

Your claim will be acted upon within 60 days of receipt.

#### If your claim is:

- Approved, you will receive a check from General Motors,
- Denied, you will receive a letter from General Motors with the reason(s) for the denial, or
- Incomplete, you will receive a letter from General Motors identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation is available.

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have questions about this reimbursement procedure, please call the toll-free telephone number provided at the bottom of the form. If you need assistance with any other concern, please contact the appropriate Customer Assistance Center at the telephone number listed below:

Division	Number	Deaf, Hearing Impaired or Speech Impaired *
Buick	1-800-521-7300	1-800-832-8425
Cadillac	1-800-458-8006	1-800-833-2622
Chevrolet	1-800-222-1020	1-800-833-2438
GMC	1-800-462-8782	1-800-462-8583
Pontiac	1-800-762-2737	1-800-833-7668
Oldsmobile	1-800-442-6537	1-800-833-6537
Hummer	1-866-486-6376	
Virgin Islands	1-800-496-9994	
GM Medium Duty	1-800-862-4389	
Puerto Rico – English	1-800-496-9992	
Puerto Rico – Español	1-800-496-9993	

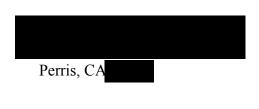
* Utilizes Telecommunication Devices for the Deaf/Text Telephones (TDD/TTY)

## Product Recall or Special Coverage Customer Reimbursement Claim Form

This section to be completed by Claimant					
Date Claim Submitted:					
17-Digit Vehicle Identification Number (VIN):					
Current Mileage of Vehicle:					
Mileage at Time of Repair: Date of Repair:					
Claimant Name (please print):					
Street Address or PO Box Number:					
City: State: Zip Code:					
Daytime Telephone Number (include Area Code):					
Evening Telephone Number (include Area Code):					
Amount of Reimbursement Requested: <u>\$</u>					
THE FOLLOWING DOCUMENTATION MUST ACCOMPANY THIS CLAIM FORM.					
Original or clear copy of all receipts, invoices and/or repair orders that show:					
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> <li>My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this recall.</li> </ul>					
Claimant's Signature:					
Please mail this claim form and the required documents to: General Motors PO Box 33170 Detroit, MI 48232-5170					

All recall and Special Coverage reimbursement questions should be directed to 1-800-204-0261

July 20, 2011



Dear

We have received your request for assistance, but have been unable to contact you using the telephone number provided or any listed in our records.

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-462-8782. Please refer to the service request number listed below when you reach our representative.

Total customer satisfaction is important to us at GMC. If we can be of any assistance, please don't hesitate to email us using the Contact Us link at GMC.com or call us at 1-800-462-8782.

Sincerely,

GMC Customer Assistance Center Service Request Number: 71-862225710

July 20, 2011



Dear

We have received your request for assistance, but have been unable to contact you using the telephone number provided or any listed in our records.

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-222-1020. Please refer to the service request number listed below when you reach our representative.

Total customer satisfaction is important to us at Chevrolet. If we can be of any assistance, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request Number: 71-865080636

July 20, 2011



RE: Service Request: 71-868520773 2007 Tahoe Vehicle Identification Number: 1GNEC13027R Customer Relationship Specialist: Deborah

Dear

Thank you for taking the time to contact General Motors regarding your vehicle. I am aware of the concern you are having with your 2007 Tahoe; however, I have been unsuccessful in my attempts to reach you. At your earliest convenience, please contact the General Motors Product Allegation Resolution Assistance Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time and ask for Deborah.

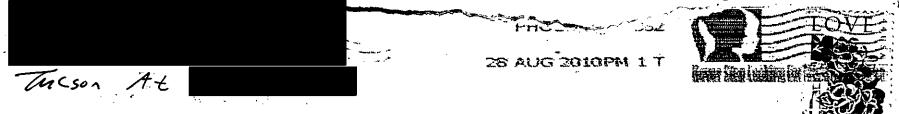
Thank you for giving General Motors this opportunity to be of assistance. We hope to earn your trust and respect with every contact you have with General Motors Product Allegation Resolution Department.

Sincerely,

General Motors

cc: FILE

PA0011 V10202009



10-09-10A08:33 RCVD Scott Lawson Customer Service Nelationship Svs. 10 BOX 909989 Mil wanker, WI 53209-9989

53209+8989

Mr. Carl Watson 625 W. Auto Mall Drive Tucson AZ 85703

RE: Recall letter for Peeling Door Handles

Dear Mr. Watson,

My name is **and** I'm writing you to let you know that my vehicle has a safety issue item that has been recalled, however, would not be repaired by your service department.

I received the recall letter for peeling door handles on my 2007 Chevrolet Tahoe on or around August 9, 2010. The letter stated that vehicles would be repaired or reimbursed for the condition of the peeling door handles in vehicles with up to 100k miles (please see attachment #1).

I called the service department immediately because my daughter had just cut two fingers the evening prior to receiving the recall letter. She cut herself with the passenger door handle upon opening the door. Normally, I warn all my passengers to be careful when opening the door so they don't get cut. This time, I failed to warn as I often do.

When I contacted Watson Chevrolet, I talked to a gentleman from the Service Department who was to make an appointment for me. I stated that before I make the appointment I wanted to make sure that I let him know that my vehicle had 118k miles. I also informed him that I received an estimate from Watson Chevrolet in 2008 to repair the condition when the vehicle only had 44k miles (please see attachment #2). He said it would be fine and to just bring in the recall letter on the date of appointment and they would take care of it. I took in my vehicle on Friday, August 20, 2010 at 8:00 a.m.

The service gentleman started to check-in the vehicle and noted the mileage. He went to the Service Manager Luis Rivera to consult with him and then returned and informed me that the vehicle had to be *under* 100k miles. I repeated the information I had given the service department upon making the appointment. I also informed Mr. Luis Rivera that I had proof of the mileage when the peeling began (18 months after the purchase date of July 2006) and that the door handles were quoted at \$450+ each at that time and that I had gone over the warranty mileage of 35k. The door handles would not get repaired unless I "out-of-pocket" the expense.

The fact that I had documentation that my vehicle had this problem under 100k did not seem to matter to the Service Manager at Watson Chevrolet.

My mother who is retired and was to give me a ride to work after we dropped off my vehicle stated that she wanted to go look at the new vehicles in your lot that evening when we picked up my vehicle. After I told her what happened, she decided to look at a different model of vehicle. Watson Chevrolet Service Department is the most convenient for her. She saw future problems if she bought a Chevy vehicle that might need service in the future.

Mr. Watson, this is the third new SUV (2 Tahoe's, 1 Yukon) I have purchased in the last 15 years. This is also the first safety issue I have had that was not resolved. At this point, I feel it is a safety concern that

clearly began within your mileage limit that has been recalled and should be corrected. The door handles peel from the top and cut like a broken aluminum can.

In addition, my vehicle will be paid off on or around June 2011. At this time, I'm thinking that my next purchase will not be a Chevrolet vehicle.

Something else to think about: I work for the Housing Department and due to a shortage in carpool vehicles, I utilize my vehicle daily for business use. Because it fits the most people, I'm normally the driver for co-workers to attend meetings within Tucson and Phoenix. Because it is a safety concern, I must warn all passengers about opening doors from the interior. This is not good advertising for your vehicles since my vehicle appears to be brand-new with the only downfall: door handles that slice fingers.

Please correct this problem as the recall letter clearly intends to do. The fact that I took the vehicle to the dealership in 2008 should cover the stipulation of "under 100k" miles. I have had many good experiences with GM vehicles but feel forced to go elsewhere in the future and will recommend others do the same due to this incident.

If you would like to contact me, please call	Or write to:
Tucson, AZ	
Sincerely	
Customer	

Attachments 2

cc: Scott Lawson, Director Customer and Relationship Services, Chevrolet Mike Starace, Watson Service Director Luis Rivera, Watson Service Manager

Attachment #



Chevrolet P.O. Box 909969 Milwaukee, WI 53209-9989

#### 

00020 10 NEC 12017 D006110 13 0005768

TUCSON, AZ

July 2010

Dear

As the owner of a 2007 model year Chevrolet Tahoe, your satisfaction with our product is very important to us.

This letter is intended to make you aware that some 2007 model year Chevrolet Tahoe vehicles may have a peeling condition on the top surface of the front or rear chrome interior door handle(s) that could create a rough edge. A chrome plating irregularity, combined with direct sunlight exposure, may cause the plating to separate from the top surface of the handle.

# Do not take your vehicle to your Chevrolet dealer as a result of this letter unless you believe that your vehicle has the condition as described above.

What We Have Done: General Motors is providing owners with additional protection for the front and rear chrome interior door handles. If this condition occurs on your 2007 Chevrolet Tahoe within 10 years of the date your vehicle was originally placed in service or 100,000 miles, whichever occurs first, the condition will be repaired for you at **no charge.** Diagnosis or repair for conditions other than the condition described above is not covered under this special coverage program.

What You Should Do: Repairs and adjustments qualifying under this special coverage must be performed by a Chevrolet dealer. You may want to contact your Chevrolet dealer to find out how long they will need to have your vehicle so that you may schedule the appointment at a time that is convenient for you. This will also allow your dealer to order parts if they are not already in stock. Present this letter to your dealer as authorization to perform this service.

**Reimbursement:** The enclosed form explains what reimbursement is available and how to request reimbursement if you have paid for repairs for the special coverage condition. Your request for reimbursement, including the information and documents mentioned on the enclosed form, must be received by GM by July 31, 2011.

If you have any questions or need any assistance to better understand related repairs, please contact your dealer. If you have questions related to a potential reimbursement, please contact the Chevrolet Customer Assistance Center at 1.800.630.2438 (TTY 1.800.833.2438).





DIRECT SERVICE LINE (520) 292-3223

CC651165 Q (12/05)

FRAINTINVE



625 WEST AUTO MALL DRIVE TUCSON, ARIZONA 85705 (520) 292-1500 www.watsonchevrolet.com

Attachment #2 CHEVROL FT

FAX (520) 292-3259

CELL: CUSTOMER NO. 125248 2108 TAG NO. CTCS479873 VICTOR RODRIGUEZ ₩ŎĨŶŨ̈̈̈́7 /08 3578 MILEAGE STOCK NO. 44.596 BLACK/ 07/CHEVROLET TRUCK/TAHOE/4DR 2WD DELIVERY MILES 06/23/06 TUCSON, AZ IGNFC13017R ELLING DEALER NO. PRODUCTION DATE F.T.E.NO. E.O.N 01707/08 COMMENTS LABOR & PARTS J# 1 76CTZ EXTERIOR TRIM TECH(S):396 DRIVERS DOOR EXTERIOR HANDLE AND LOCK CYLINDER ARE DAMAGED. GIVE ESTIMATE TO REPLACE. RECOMMEND HANDLE AND LOCK CYLINDER. NO AUTHORIZATION. IMPORTANT YOU MAY BE RECEIVING A SURVEY FROM CHEVROLET MOTOR DIVISION INQUIRING JOB # 1 TOTAL LABOR & PARTS 0.00 ABOUT YOUR SERVICE EXPERIENCE. J# 2 39CTZ06162 ECM E85 PROGRAM IF FOR ANY REASON YOU ARE NOT TECH(S):396 WARRANT) PRODUCT ENHANCEMENT REPROGRAM ECM FOR E85 VIRTUAL FLEX FUEL SENSOR. UPDATE 06162 PRODUCT ENHANCEMENT 06162 IS REQUIRED COMPLETED PRODUCT ENHANCEMENT 06162 COMPLETELY SATISFIED IN ALL AREAS, PLEASE GIVE US THE OPPORTUNITY TO CORRECT ANY SITUATION BEFORE RETURNING YOUR SURVEY. THANK YOU FOR JOB # 2 TOTAL LABOR & PARTS 0.00 YOUR BUSINESS. J# 3 45CTZ07007 KEYLESS ENTRY INOP TECH(S):396 (520) 292-3223 WARRANTY PERFORM RECALL 07007 REOMTE KEYLESS ENTRY INOP/BATTERY RUNDOWN. EXP WITH BASE WARRANTY COMPLETE RECALL 07007. REPROGRAMMED THE BODY CONTROL MODULE, RCDLR, SDM, KEY FOB TIRE MONITOR. JOB # 3 TOTAL LABOR & PARTS 0.00 ESTIMATE-----CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$240.00 (+TAX) COMMENTS DELETED OPERATION(S)-----INTERIOR TRIM WORK 77CTZ-1 INTERIOR TRIM WORK 77CTZ 76CTZ-1 EXTERIOR TRIM 20CT7 WHEEL AND TIRE WORK TOTALS CASH [ ] CHECK [ ] # MC [ ] VISA [ ] DISC [ ] AMX [ ] MPP[ ] GMPP [ ] RYAN [ ] TRANS CITY [ ] ENT. FIN. GRP [ ] OTHER EXTENDED WARRANTY [ ] TOTAL LABOR.... 0.00 0.00 WARRANTY DISCLAIMER. Any warranties on TOTAL PARTS.... 0.00 the products sold hereby are those 0.00 made by the manufacturer. The Seller, 0.00 WATSON CHEVROLET, hereby expressly TOTAL SUBLET... TOTAL G.O.G.... TOTAL MISC CHG. TOTAL MISC DISC 0.00 disclaims all warranties, either express or 0.00 implied, including any implied warranty of TOTAL TAX..... THANK YOU FOR YOUR BUSINESS. ۶, 0.00 merchantability or fitness for a particular purpose or delay and WATSON CHEVROLET, **TOTAL INVOICE \$** neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. LIMITED EXPRESS WARRANTY: Labor and parts 1 year or 12,000 miles, applies to GM parts only, hereby-limits implied warranties to same period. CUSTOMER SIGNATURE CUSTOMER SIGNATURE PAGE 1 OF 1 CUSTOMER COPY { END OF INVOICE | 04:35pm

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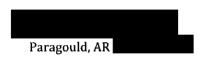
po Box 909989

MilwAUKEE, WI

53209-9989

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

8-15-10 4. OUR 2007 ESCALADE HAD & BAD DRIVERS SIDE DOOR HANDLE OVER A YEAR AGO I HAD DEALER FIX IT I NOW I HAVE to TAKE IT tO DEALER FOR A STARTING PROBLEM & CROME PIECE ON OUT SIDE OF DRIVERS DOOR IS ALL PEELING OFF WE HAD A SHORT IN ELECTRIC THAT DRAINED THE BAITERY MANY TIMES - Short WAS FIXED & NEW BATTERY HAD TO BE put IN CAR hAD tO BE TOWED HOT WATER WINDSHIELD SECTION IS COMPLETELY UNHOOKED FROM ANOTHER DEFECT - CHROME WHEELS HAVE RUST ON THEM ALREADY hood & ROOF HAS WATER SPOTS ON IT EVEN AFTER IT hAS BEEN DETAILED AT DEALER SOMETHING IN CLEAR COAT ? LOTS OF PROBLEMS ON A VERY EXPENSIVE VEhiclE CHESTER WU



PM PM CO N AUG 2010



# 28 04:80401-01-60

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فاسترجع المحاجمة

# INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

GMC P. O. Box 909989 Milwaukee, WI 53209-9989

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August 31, 2010

GMC

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P.O. Box 909989

Milwaukee, WI 53209-9989

RE: 09239 1GKFK16387J 48 0003392

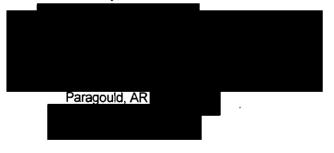
Dear Sir or Madam:

I received your letter in reference to the faulty door handles. Our vehicle began having the peeling prior to reaching 100,000 miles. We discovered the faulty door handles when we began to receive cuts to our fingers. I neglected to write you to tell you of your faulty part. Now that you are aware of this condition, I am disappointed that you are not going to repair this part.

We are loyal GM customers and have not experienced this problem on our Tahoe.

Please reconsider your position and make this repair (at no charge) to our 3 year old vehicle.

Sincerely,



Copy: Glen Sain Inc.

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ORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

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# Facsimile Transmittal

То:	Hannah Lee	Fax:	281-392-2344
From:	Stacy Amstutz	Date:	September 17, 2010
Customer Nam & SR #	e	Pages:	2

#### Notes:

Upon receipt of this pre-authorization for the above listed claim for payment, please verify that the information listed below is correct. If everything is correct please enter this claim in the GW system as a miscellaneous net line amount with the labor op Z1242 for \$36.74. The pre-authorization # is 91832800000. You do not need to H route this claim nor use any authorization codes, labor hours or costs. If this claim rejects, please contact the CRS handling this file. Below is the information that we have entered for the pre-authorization. Please use the Complaint, Cause & Correction provided for youreentry into the Global Warranty system.

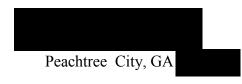
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Dealer Contact -644-1350				
Dealer Phone 281 Dealer BAC, 114852 Dealer Fax 281 439176				
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<b>Cause</b> manufacturing concern Cause manufacturing concern Correction cover rental for 1 day	r handles			

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Joe G Joe G Joe Friterica 9/17/10

## INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 21, 2011



Dear

We have received your request for assistance, but have been unable to contact you using the telephone number provided or any listed in our records.

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-222-1020. Please refer to the service request number listed below when you reach our representative.

Total customer satisfaction is important to us at Chevrolet. If we can be of any assistance, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request Number: 71-874569009 10/04/2010 MON 15:07 FAX 6155470286 Wilson County Motors

**INFORMATION Redacted PURSUANT TO THE FREEDOM OF** INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

> Wilson County Motors 1310 West Main Lebanon TN 37087 ph 615-444-9642 fax 615-547-0286

Fax to :

Fax #: 866-775-9478 Attention: Debbie

number of pages including cover:  $\mathbb{Q}$ 

Additional comments:

10/04/2010 MON 15:07 FAX 6155470286 Wilson County Motors

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GM				Parts Sales Tax SO Deposit	26.50 2.46
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002/002

Wilson County Motors 1310 West Main Lebanon TN 37087 ph 615-444-9642 fax 615-547-0286

Ø 001/002

Fax to:

Fax #: 866-775-9478 Attention: Debbie

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Additional comments:

#### 10/12/2010 TUE 9:36 FAX 6155470286 Wilson County Motors



WILSON GO Chevy - Buick 1310 West Main Street Lebanon, TN 37087 Phone: (615) 444-9642 www.wilsoncountymotors.com		SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Mon - Fri 8:00 a.m 12:00 p.mSaturday	TO/ TO/ TO	0
		Work Phone	Vehicle Identifi	cation Number
			1GKFC13JC	)7J
BRUSH CREEK, TN		Home Phone	Delivery Dato	In-Service Date
Year Make	Model	Body	Color	License Number
2007 GMC	YUKON	2WD 4DR 1500 SLE		
		•		

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
#1 - Customer Reports:		
FRONT DOOR HANDLES PEELING		
Work performed by DAVID THOMPSON	(9)	85.00
Installed 88880051 :HANDLE KI (1	6346-CT) 1@10.57	10.57
Sub Total: 95.57		
	<b></b>	
#2 * Customer Reports: REAR DOOR HANDLES PEELING		
Work performed by DAVID THOMPSON	(9)	85.00
Installed 88880051 :HANDLE KI (1)	6346-CT 1@10.57	10.57
Sub Total: 95.57		
Sub Total: .00		
		170.00
	LABOR	21.14
Enterprise	PARTS	.00
1 800 Rent - A - Car		.00
	SUBLEI	.00
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I horoby authorize the repair work horeinatter to be done along with the necessary matcrial and agree that you are not respons-	HAZARDOUS MATERIALS	.00
ible for less or damage to vehicle or articles loft in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts	SALES TAX OR TAX I.D. XXXFILE	.00
shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vahicle heroin described on streets, highways, or elsewhere for the purpose of tosting	SPECIAL ORDER DEPOSIT	.00
and/or inspecifion. An express mechanic's lien is hereby acknowledged on above vehicle to secure	DISCOUNTS	.00
the amount of repairs thereto."	TOTAL DUE	191.14

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any flability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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# Facsimile Transmittal

То:	Tracy Johns	Fax:	615-547-0286
From:	Debbie Stewart	Date:	October 13, 2010
Customer Name & SR #	e	Pages:	2

#### Notes:

Upon receipt of this pre-authorization for the above listed claim for payment, please verify that the information listed below is correct. If everything is correct please enter this claim in the GW system as a miscellaneous net line amount with the labor op Z1242 for \$191.14. The pre-authorization *#* is 94123400000. You do not need to H route this claim nor use any authorization codes, labor hours or costs. If this claim rejects, please contact the CRS handling this file. Below is the information that we have entered for the pre-authorization. Please use the Complaint, Cause & Context for provided for your optry into the Clobal Warranty system.

# Cause & Confection provided for your entry into the Global Warranty system. This would be our & pasted from the SR. Also use only the correct Z on and remove the other.

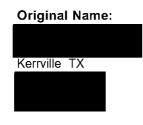
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	112691 dthompson@wilsoncountymotors.com
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et an	door handles caused injury
	peeling
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Supposed Joe G Intered By Joe G Date Entered 10/13/10

#### GMC.

## **Service Satisfaction Survey**

# INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)



Revised Name:

About Your GMC Dealership's Service Department

1	How satisfied were you with the convenience of the	Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
1.	Service Department's hours?		X				
		Yes	No	Does Not Apply/Not Required	Don't Know		
2.	Were services available to you on both an appointment and non-appointment basis?	ম					
3.	When arriving for service, were you greeted promptly?	Ø					
		Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
4.	How satisfied were you that all dealership personnel treated you in a courteous, fair, and professional manner?			Ø			
	About Your Service Consultant/Advisor		0000# xx xx x x x				
		Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
5.	How satisfied were you that your Service Consultant took enough time to thoroughly understand your service request?				Ø		
		Yes	Νο	Does Not Apply/Not Required	Don't Know		
6.	Were you offered transportation options?			X			
		Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	Does Not Apply/Not Required
7.	How satisfied were you that you were kept informed about the	-		-	,,	it ar	-
	status of your service request?			D		Ø	
		Yes	No	No Time Promised			
8.	Was your vehicle ready by the original time promised?			X			
		Completely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
9.	How satisfied were you with the explanation you were given of all services performed?				Ø		
10	Overall, how satisfied were you with your Service Consultant				Ø		

· · · \////	About Service Delivery						
		ompletely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
11. When you picked your vehicle up, how satisfied were you w	vith:						
- The time it took to complete the transaction?				X			
- The ease of getting your vehicle?				Ø			
- The condition in which it was returned?				X			
		Yes	No				
12. Were ALL of your service concerns corrected on this service	e visit?		X				
IF NO, why not?(check all that apply)							
Condition explained - repair not necessary	🗆 Par	ts not ava	ailable				
$\square$ Work performed did not correct the problem		clined rep	pair				
Service Department could not duplicate problem	凶 Oth						
Service Department was too busy	⊔ Dor	n't Know					
		ompletely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
13. How satisfied are you that your vehicle was fixed right					à		
on this service visit?					শ্র		
		Yes	No				
14. Were you given a copy of the completed repair order/invoice	∋?		ম				
		Yes	No	Don't Know/ Not Sure			
15. Were you contacted shortly after this service visit to determine your satisfaction with the dealership 's service?		ম					
Summing Up Your Experience		a a a a a a a a a a a a a a a a a a a	1040.×*×*				
		ompletely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
16. Based on this service visit, overall, how satisfied are y- with Crenwelge Motors?					ষ		
	I	Definitely Would	Probably Would	Might/Might Not	Probably Not	Definitely Not	
17. Would you recommend this dealership							
for service?				স			
		ompletely Satisfied	Very Satisfied	Satisfied	Somewhat Satisfied	Not At All Satisfied	
18. Overall, how satisfied are you with your 2007 YUKON XL?			R				
19.Are you 🗆 Male 🕅 Female							
20.Your age Under 25 25-34 35-44	4	赵 45-54		55-64	🗆 65 c	or older	
21.May we include your name when providing this information to	o your de:	alership ?	•	Yes □	No 汝		

22. Do you have any other comments/recommendations about Crenwelge Motors?

I told the service advisor that I needed some door handles replaced per the recall notice. The other recall I was asking for was the heat sensor on the windshield wipers. It was replaced. They never looked at my door handles so I had to go back. They said they would order the part and let me know when they are in. I haven't received that call yet.

0199

NFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)



9599 W. Fairview Ave. Boise Id, 83704 (208) 323-5100

Date: 10/19/10 Time: 900 AM To: <u>Gim customer Assistance</u> From: Mikel Bisterfeldt Warranty Admin Attention: Brandon Number of Pages Including Cover Sheet: 4 Comments: As Requested Faxing Copy of repair for door handles replaced on 2007 Cadillac Escalade per Special policy 09239 - Not Applicable to this vehicle- claim has regected.

9501 WEST FAIRVIEW AVE. • BOISE, IDAHO 83704 • PHONE (208) 323-5000 • FAX (208) 323-5010

CUSTOMER #: 151291	62816	PETERSON
	WARRANTY	CHEVROLET CADILLAC BUICK 9501 West Fairview Ave. Boise, ID 83704
PAYETTE, ID HOME: CONT:	PAGE 1	(208) 323-5000 www.petersongm.com www.petersonchevrolet.com
DIZA	SERVICE ADVISOR:	9924 JEFFERY L SHAWVER
PROMISED	GYFK66807R	109772/109777 T5012
16NOV06 IS <u>16NOV06 DT</u> <u>RO OPENED</u> <u>READY</u> OPTIONS:	F10	0.00 VISA 150CT10
14:02 130CT10 16:04 150CT10 LINE OPCODE TECH TYPE HOURS	ENG:6.2_LITER	
A CUSTOMER STATES FRONT AND REAR DOOR F CAUSE: CHROME PEELING - PER 09239A (SEE	י דראא)	LIST NET TOTAL
T5752 09239 SPECIAL POLICY FOR CHF HANDLES 9682 W 0.50	OME DOOR	
1 88880051 HANDLE KI		45.57 45.57 13.25 10.57 10.57 TPARTS
TECH: 9682 ACTUAL HRS.: 0.78 SOL	1150 4557 D HRS.: 0.50	TLABOR
SALE-LBR: 45.57 PTS: 10.57 MSC:	0.00 LUB; 0.0	0.00 SUB: 0.00 TOTAL 56.14 00 SUB: 0.00 TOTAL 19.05
VERSION 1 (EMP# 9688,140CT10 14:06): 1 REPAIR.		a na anala da sa ana
VERSION 2 (EMP# 9682,150CT10 12:59): 1 09239A (SEE TOM) 0.50 REPLACED FRONT D	09777 CHROME PEI OOR INSIDE PULL	LING - PER LEVERS PER
09239A T5752 - 0 5 ***********************************	***	
MODULE CAUSE: RECALL CONCERN CODE:		JUD AND KEAUYE
V2281 10153-Windshield Washer Solv Removal and Issue Check to Cu	etomer (Cuat	
Vehicles Only) 9688 W 0.30		27.34 27.34 TPARTS
	630 2734	TLABOR
SALE-LBR: 27.34 PTS: 0.00 MSC: (	0.00 TITB• 0.0	<u>0 SUB: 0.00</u> TOTAL 27.34
I hereby authorize the repair work herein set forth to be done along w and AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR C ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, OR ANY OTHE CONTROL L bereby grant way and compared to the set of the	AMAGE TO VEHICLE OR	DESCRIPTION TOTALS
CONTROL. I hereby grant you and/or your employees permission to describes on streets, highways or elsewhere for the purpose of test express mechanic's lien is hereby acknowledged on above vehicle to se thereto. Not responsible for damage from freezing due to lac GUARANTEED 500 12 MONTUP OF 40 action of the second streets and the second street	ing and/or inspection. An	GAS, OIL, LUBE SUBLET AMOUNT MISC, CHARGES
GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVE FACTORY PARTS ARE USED, ALIGNMENTS GUARANTEED FOR 90 D.	B COMEO CIDOT MULTER	TOTAL CHARGES LESS INSURANCE
CUSTOMER SIGNATURE	, er <b>en</b>	SALES TAX

CUSTOMER #: 151291 62816	5	· .	PETERS	ON
WARRAN	JTY	9501 West Fai	ET CAD irview Ave, (208) 323-!	LLAC BUICK · Boise, ID 83704 5000
PAYETTE, ID HOME: CONT: PAGE	2	ww	w.peterson	gm.com evrolet.com
BUS: CELL: SERVICE AD	VISOR:	9924 JEF	FERY L &	SHAWVER IN/OUT TAG
BLACK-RAVE 07 CADILLAC ESCALADE ES 1GYFK66807R DEL DATE PROD. DATE WARR EXP PROMISED PO N	<b>O</b> 100	RATE	109772/ PAYMENT	/109777 T5012
16NOV06 IS 16NOV06 DD 18:00 140CT10			/ISA	150CT10
<u>14:02 130CT10 16:04 150CT10</u> ENG:6.2_L	ITËR			
LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
COST-LBR: 6.30 PTS: 0.00 MSC: 0.00 LUB:	0.	oo sus:		
VERSION 1 (EMP# 9688,140CT10 08:10): 109772 REC FUSE & HEATED WASHER FLUID MODULE.E ***********************************	ALL Ö.	30 REMOVEI	<b>y</b> (1995) H <b>e</b> ner finder og som	
EST: 838.99 150CT10 13:14 SA: 9924 CONTACT:				
TECH: 9682 ACTUAL HRS.: 0.78 SOLD HRS.: TECH: 9688 ACTUAL HRS.: 0.39 SOLD HRS.:	0.5 0.30			
SALE-LBR:       72.91 PTS:       10.57 MSC:       0.00 LUB:         COST-LBR:       17.80 PTS:       7.55 MSC:       0.00 LUB:         DATE       START       FINISH       DURATION       TYPE       TECH         10-14-10       07:47       08:10       0.39       W       9688         08:10       10:05       1.91       W       9688	0.( 0.( LINE	00 SUB: 00 SUB: (S) CHG H B	0.00 T 0.00 T	
10.05 11.07 1.04 W 9688 13:15 13:15 0.00 W 9688		в С F		
13:15 13:43 0.47 W 9688 13:43 14:05 0.36 W 9688 14:07 14:08 0.01 W 9688		T J		
14:08 14:10 0.04 W 9688 14:10 14:11 0.01 W 9688		D D		
10-15-10         12:12         12:59         0.78         W         9682           TRGT/ACCOUNT         SALE         COST         CONTROL         TRGT/ACCO           3/         7291         1780         3/(472)		A ALE C 1057	DST Co 755	ONTROL
<u>    3/1                                </u>		seen <del>oor</del> een <del>ee</del> n een de bestelike keelike ke Keelike keelike k		e european and anna an an anna an anna anna ann
I hereby authorize the repair work herein set forth to be done along with the necessary	materials	DESCRIPTIC	DN	TOTALS
ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYON	101 - 00	LABOR AMOUNT		eno de la contra contra de la contra de
- Continue. I necepy grant you and/of your employees permission to operate the well-	- I I -	PARTS AMOUNT		
describes on streets, highways or eisewhere for the purpose of teating at the increase		GAS, OIL, LUBE		
onprove the end of the		SUBLET AMOUNT MISC. CHARGES		
GUARANTEED FOR 12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST	1 1 4 m	TOTAL CHARGES		
FACTORY PARTS ARE USED, ALIGNMENTS GUARANTEED FOR 90 DAYS.	. WHEN	LESS INSURANCE		
		SALES TAX	·	
X		PLEASE PAY		

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

CUSTOMER #: 151291	62816	PETE	RSON
ι.	WARRANTY	9501 West Fairview	ADILLAC BUICK Ave. Boise, ID 83704 23-5000
PAYETTE, ID HOME: CONT:	PAGE 3	www.pete	rsongm.com nchevrolet.com
BUS: CELL:	SERVICE ADVISOR:		
	<u>VIN</u>	LICENSE	AGE IN / OUT TAG
BLACK-RAVE 07 CADILLAC ESCALADE ES 10 DEL DATE PROD. DATE WARR EXP. PROMISED	<u> YFK66807</u> R		<u>72/1097</u> 77 <b>T</b> 5012
16NOV06 IS	RO NO	RATE PAYMEN	II INV. DATE
ROOPENED READY OPTIONS:	ENG:6.2_LITER	0.00 VISA	150CT10
14:02 130CT10 16:04 150CT10	<del></del>		
LINE OPCODE TECH TYPE HOURS		LIST	NET TOTAL
		ren mendelen an andere en ander En bestellen andere en andere e	
			aana oo madaa ahaa ahaa ahaa ahaa ahaa ahaa aha
		<ul> <li>The constraint of the constraint of</li></ul>	
I hereby authorize the repair work herein set forth to be done along w	<u>, 6346</u> <u>U</u>		TOTALS
ARTICLES LEFT IN VEHICLE IN CASE OF FIRE. THEFT OR ANY OTHE	AMAGE TO VEHICLE OR	LABOR AMOUNT PARTS AMOUNT	72.91
describes on streets, highways or elsewhere for the purpose of the	operate the vehicle herein	GAS, OIL, LUBE	10.57
thereto. Not responsible for damage from freezing due to lag	cure the amount of repairs	SUBLET AMOUNT MISC. CHARGES	0.00
GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER	COMES FIRST, WHEN	TOTAL CHARGES	83.48
×	*	LESS INSURANCE SALES TAX	0.00
		PLEASE PAY	
		THIS AMOUNT	83.48

# Facsimile Transmittal

То:	Tom Browning	Fax:	208-323-5014
From:	Brandon Veulman	Date:	October 22, 2010
Customer N & SR #	lame	Pages:	2

#### Notes:

Upon receipt of this pre-authorization for the above listed claim for payment, please verify that the information listed below is correct. If everything is correct please enter this claim in the GW system as a miscellaneous net line amount with the labor op Z1242 for \$83.48. The pre-authorization # is 95090600000. You do not need to H route this claim nor use any authorization codes, labor hours or costs. If this claim rejects, please contact the CRS handling this file. Below is the information that we have entered for the pre-authorization. Please use the Complaint, Cause & Correction provided for your entry into the Global Warranty system.

nd remove the othe

This would be cut a pasted from the SR. Also use only the correct / op an
VIN 1GYFK66807R
Decretate Peterson Motors
Jealer Contact -323-5000
Dealer Phone 208 Dealer BHC 234698 tbrowning@petersonmotors.com
Ocaler L. Mail Accord Oct. 15, 2010
Door handle caused injury
<b>Couse:</b> Chrome Peeling Correction: replaced door handle

Approved Joe G Intered By Joe G Date Entered 10/22/10

## INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 21, 2011



We have received your request for assistance, but have been unable to contact you using the telephone number provided or any listed in our records.

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-222-1020. Please refer to the service request number listed below when you reach our representative.

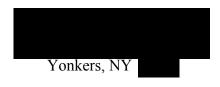
Total customer satisfaction is important to us at Chevrolet. If we can be of any assistance, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request Number: 71-881127941

## INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 21, 2011



Dear

Enclosed is the GM Product Recall/Special Coverage Customer Reimbursement Claim Form. Please complete the form in its entirety and return it to the address listed on the bottom of the form.

We will be happy to review your request for reimbursement for the listed repair once we have received this completed form and any additional documentation that may be required (see the attached reimbursement claim for details).

After receiving your completed claim form and documentation, we will carefully review the documents to confirm the repairs were directly related to the condition described in the recall/special coverage. While we cannot guarantee all reimbursement requests will be honored, we will thoroughly review each request carefully for reimbursement consideration.

At Chevrolet, our commitment to customer satisfaction is a top priority. If you have future questions, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-881457655

#### GENERAL MOTORS PRODUCT RECALL OR SPECIAL COVERAGE CUSTOMER REIMBURSEMENT PROCEDURE

If you have paid to have this condition related to the recall or special coverage notification you received corrected, you may be eligible to receive reimbursement.

Requests for reimbursement may include parts, labor, fees and taxes. Reimbursement may be limited to the amount the repair would have cost if completed by an authorized General Motors dealer.

Your claim will be acted upon within 60 days of receipt.

#### If your claim is:

- Approved, you will receive a check from General Motors,
- Denied, you will receive a letter from General Motors with the reason(s) for the denial, or
- Incomplete, you will receive a letter from General Motors identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation is available.

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have questions about this reimbursement procedure, please call the toll-free telephone number provided at the bottom of the form. If you need assistance with any other concern, please contact the appropriate Customer Assistance Center at the telephone number listed below:

Division	Number	Deaf, Hearing Impaired or Speech Impaired *
Buick	1-800-521-7300	1-800-832-8425
Cadillac	1-800-458-8006	1-800-833-2622
Chevrolet	1-800-222-1020	1-800-833-2438
GMC	1-800-462-8782	1-800-462-8583
Pontiac	1-800-762-2737	1-800-833-7668
Oldsmobile	1-800-442-6537	1-800-833-6537
Hummer	1-866-486-6376	
Virgin Islands	1-800-496-9994	
GM Medium Duty	1-800-862-4389	
Puerto Rico – English	1-800-496-9992	
Puerto Rico – Español	1-800-496-9993	

* Utilizes Telecommunication Devices for the Deaf/Text Telephones (TDD/TTY)

#### Product Recall or Special Coverage Customer Reimbursement Claim Form

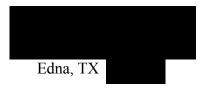
This section to be completed by Claimant
Date Claim Submitted:
17-Digit Vehicle Identification Number (VIN):
Current Mileage of Vehicle:
Mileage at Time of Repair: Date of Repair:
Claimant Name (please print):
Street Address or PO Box Number:
City: State: Zip Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: <u>\$</u>
THE FOLLOWING DOCUMENTATION MUST ACCOMPANY THIS CLAIM FORM.
Original or clear copy of all receipts, invoices and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this recall.
Claimant's Signature:
Please mail this claim form and the required documents to: General Motors PO Box 33170

Detroit, MI 48232-5170

All recall and Special Coverage reimbursement questions should be directed to 1-800-204-0261

## INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 21, 2011



Dear

Thank you for your support of Chevrolet. As we agreed, the necessary paperwork has been completed and forwarded to General Motors Protection Plan (GMPP) for the Smart Care plan on your 2007 Chevrolet Suburban, Vehicle Identification Number 3GNFC16007G

You will be notified by GMPP once the plan has been processed and you will receive complete details on your plan's coverage at that time. This letter will serve as your policy until you receive your plan confirmation. Should you require service prior to receiving your plan confirmation from GMPP, simply bring this letter to your local Chevrolet Dealership. Your complete satisfaction is very important to us at Chevrolet. We hope the issuance of this GMPP demonstrates our appreciation of you as a valued customer.

At Chevrolet, our commitment to customer satisfaction is a top priority. If you have future questions, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-884173362

For more information regarding the maintenance and care of your vehicle, please visit www.gmownercenter.com. This free online service offers vehicle and ownership-related information and tools tailored to your specific vehicle.

#### **Report Vehicle GMPP: Summary**

Current as of: 11/16/2010 - 1:29 PM EST

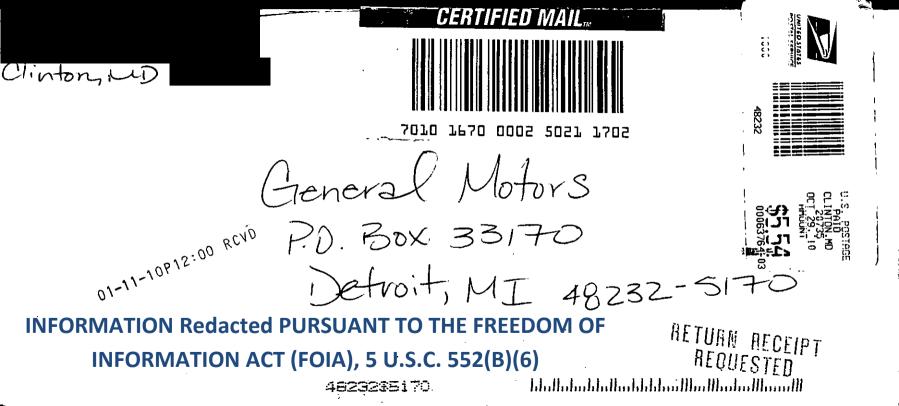
Transaction Mode:	Online		
User ID:	1w5x8n		
User Role:	Central Office Administrator		
Timestamp Date:	2010-11-16 13:29:29.213		
Status	Pending		
Vehicle Identifier		Customer Information	
Vehicle Category:	GM, Used	Plan Customer:	Individual
VIN:	3GNFC16007G	Customer Type:	Owner
Sales Information			
Dealer Code:	32888	Edna , Texas , United States	
Action:	Add Protection Plan	Evening Phone:	
Odometer:	77371	Daytime Phone:	
Delivery Date:	11/05/2010	Ext:	
Reference number:		Primary Language:	English
		Secondary Language:	
Plan Lienholder			
Plan Lienholder	Other		
	Other Chevrolet		
	Chevrolet P.O. Box 33170 Detroit, Michigan 48232		
	Chevrolet P.O. Box 33170 Detroit, Michigan 48232		
Lienholder Type:	Chevrolet P.O. Box 33170 Detroit, Michigan 48232		
Lienholder Type:	Chevrolet P.O. Box 33170 Detroit, Michigan 48232 11/05/2010		
Lienholder Type: Protection Plans Plan Purchase Date:	Chevrolet P.O. Box 33170 Detroit, Michigan 48232		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date:	Chevrolet P.O. Box 33170 Detroit, Michigan 48232 11/05/2010 11/05/2010		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type	Chevrolet P.O. Box 33170 Detroit, Michigan 48232 11/05/2010 11/05/2010		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type	Chevrolet P.O. Box 33170 Detroit, Michigan 48232 11/05/2010 11/05/2010		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type	Chevrolet P.O. Box 33170 Detroit, Michigan 48232 11/05/2010 11/05/2010		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type Promotion Code:	Chevrolet P.O. Box 33170 Detroit, Michigan 48232 11/05/2010 11/05/2010 GMPP Retail		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type Promotion Code: Plan Type:	Chevrolet P.O. Box 33170 Detroit, Michigan 48232 11/05/2010 11/05/2010 GMPP Retail Smart Care Retail		

_____



# OrderWORKBENCH

Rental Type:	None
Plan Price:	\$0.00
Tax:	\$0.00
Total:	\$0.00



Clinton, Md. Customer #

10/29/10 General Motors P.O. Box 33170 Detroit, MI 48232-5170

Dear: General Motors

On August 23rd 2008 my wife and I purchased a 2007 Cadillac Escalade ESV from Capitol Cadillac, 6500 Capitol Drive, Greenbelt, MD 20770.

We are very dissatisfied and frustrated with the vehicle we purchased and the number of times it has been in for service. The vehicle has been in for 19 warranty repairs, 5 brake concerns, 3 replacement radios, 3 rear defogger repairs and other repairs.

We do a lot of traveling and since we have been experiencing these problems our trips do not seem to be as comfortable due to having to worry if this vehicle is yet going to fail to perform properly. We have never experienced such excessive issues with any vehicle we own. We are afraid that when the warranty expires the vehicle will have more major problems.

We look forward to hearing from you regarding this matter.

Unhappy Cadillac Owners

# FAX

---- ·

TO:	FROM:
RAWENA	
FAX:	FAX:
18669622868	
PHONE: 186679057 00**22969	PHONE:
SUBJECT: SERVICE # 71- 885922456	DATE: November 5, 2010
COMMENTS:	

- --- -- --

Service #71-885922456 Here are the repair orders we spoke about 24pages.

Nov 05 10 07:41p Wenonah G 3018771181 p.4 CAPITOL CADILLAC COMPANY HOURS: MONDAY THROUGH FRIDAY 6500 CAPITOL DRIVE 7:00 A.M. TO 5:30 P.M. **GREENBELT, MARYLAND 20770** HLIMMER CLOSED SATURDAYS (301) 441-9600 PICK-UP VEHICLE BEFORE 5:30 P.M. **TOLL FREE 1-800-423-8732** CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com 1500es243647 CUSTOMER NO. 48919 <u>⊤∿√20€03€/08</u> BRAD KINDER 742 TAG NOK 200 LABOR BATE -R9579 MILEAGE 22,343 OBLOACK/ **₽₽8**₱2<u>₿</u>≢08 DELIVER**16.5**2415 でかんのTEEAC/ESCALADE ESV/4DR CLINTON, MD VEHICKELBANCE K 6 6 8 5 7 SELUNG DEALER NO PRODUCTION DATE Ŕ F. T. E. NO. F12/103/08 P.O. NO. COMMENTS 368# 1 CHARGES ABOR TECH(S):55% 🧞 🖓 🖓 🖓 🖓 🖓 🖓 🖉 25.35 SUV LOF *LOFO* U# 1 01CDZEA IMPORTANT PERFORM OIL CHANGE FOR SUV You may receive a questionnaire from General Motors in the next 49.95 COMPLETED OIL CHANGE AND LUBRICATION PARTS-----QTY---FP-NUMBER------DESCRIPTION-----LIST PRICE-UNIT PRICEfew weeks. If for any reason you cannot grade us "Completely FILTER 1.836 25 5.99 2.48 5.99 2.48 5.99 89017524 17 5615 MOTOR OIL 270 17.36 Satisfied" on each question, TOTAL - PARTS 23.35please contact your service advisor. JOB# 1 TOTALS-----Thank You, 25.35 23.35 LABOR Capitol Cadillac PARTS 48.70 JOB# 1 JOURNAL PREFIX CDCS JOB# 1 TOTAL JOB# 2 CHARGES -----ABOR J# 2 04CDZ08048 HTD: WASHER MODULE HALL DO THE FACTOR TECH(S):55 LA WASHER MODULE WARRANTY PERFORM RECALL 08048 HEATED WINDSHIELD WASHER MODULE SHORT CIRCUIT V1993 0.2 COMPLETED RECALL 08048 PARTS ..... QTY ... FP - NUMBER ..... DESCRIPTION ..... LIST PRICE .UNIT PRICE . WARRANTY IMPORTANT CONSUMER NOTICE 1 20773432 HARNESS 2.480 49 TOTAL - PARTS 0.00 WHILE YOUR MOTOR VEHICLE IS JOB# 2 TOTALS-----ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, JOB# 2 JOURNAL PREFIX CDCS JOB# 2 TOTAL JOB# 3 CHARGES 0.00 AUTOMOTIVE REPAIR THE FACILITY MAY NOT BE RESPON-LABOR SIBLE FOR DAMAGE TO YOUR ____0.00 J# 3 99CDZWASH *NO CHARGE WASH* TECH(S):55 MOTOR VEHICLE UNDER CER-TAIN CIRCUMSTANCES. YOU JOB# 3 TOTALS SHOULD ASK A REPRESENTA-JOB# 3 JOURNAL PREFIX CDCS JOB# 3 TOTAL 0.00 TIVE OF THE AUTOMOTIVE 7227 0 JOB# 4 CHARGES REPAIR FACILITY ABOUT THE LABOR CC21 EXTENT OF ITS RESPONSIBILI-J# 4+99CDZGOLD GOLD KEY LOANER Added Operation (KARENL @ 12/03/2008 10:09) WARRANTY TECH(S):55 TY. INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF D272402 THE AUTOMOTIVE REPAIR JOB# 4 TOTALS..... FACILITY. and Reynolds Comp JOB# 4 JOURNAL PREFIX CDCS JOB# 4 TOTAL 0.00 Thank You For Your Business!! ź 9 PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 03:07pm

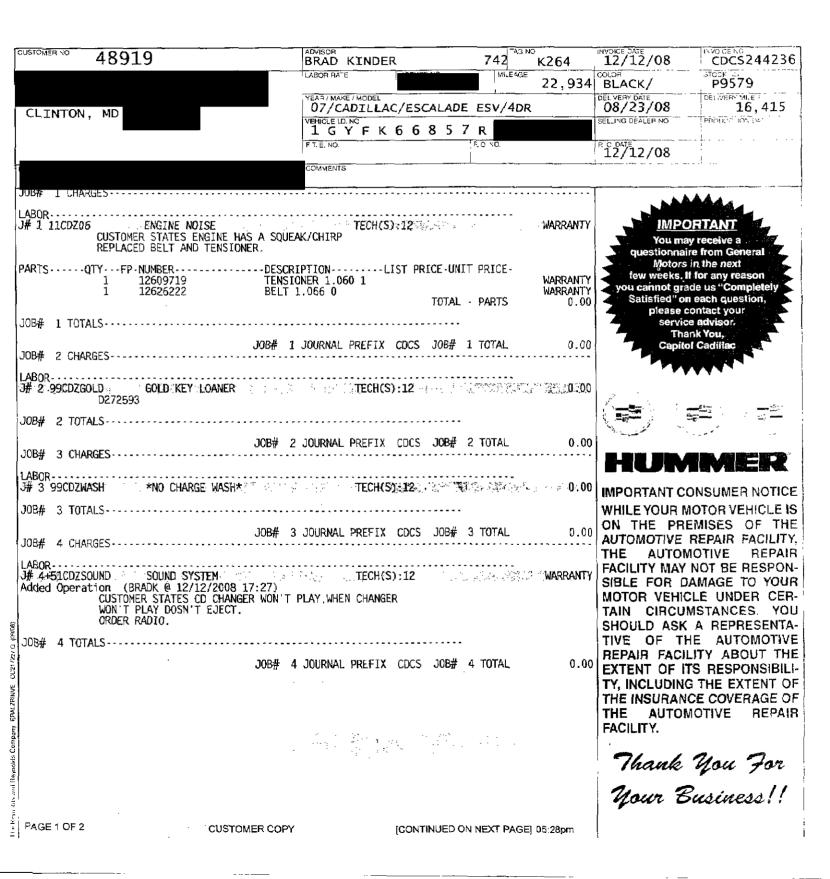
#### CAPITOL CADILLAC COMPANY



6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com



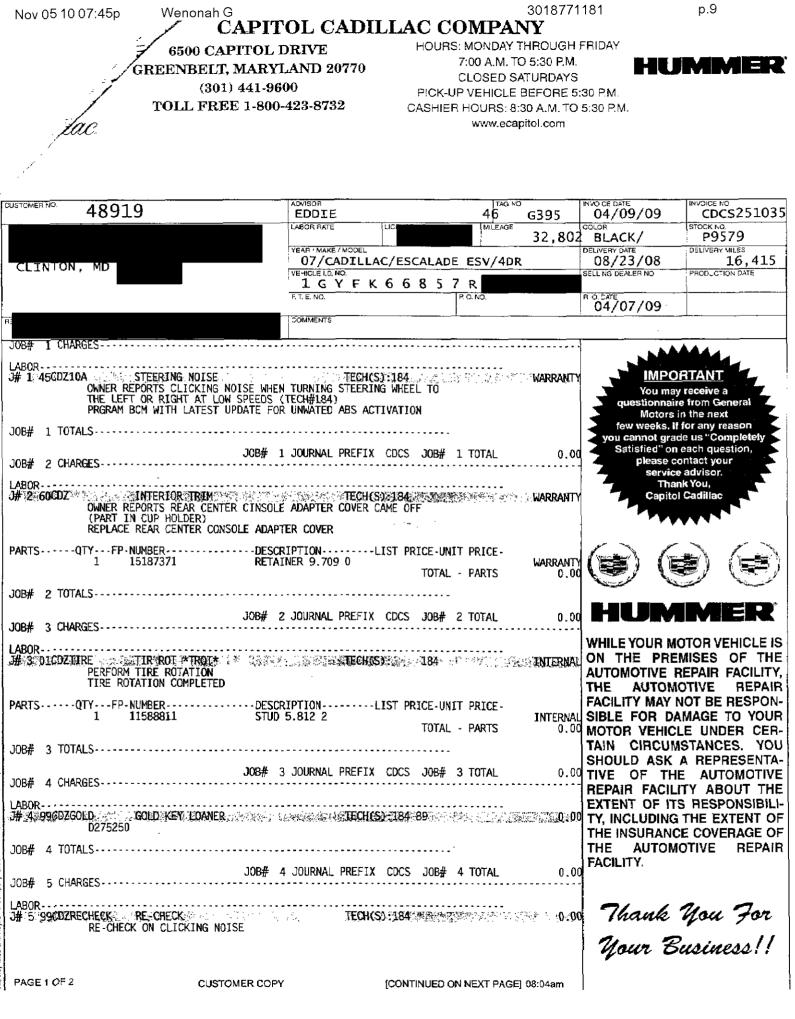
p.5



Nov 05 10 07:43p	Wenonah G			3018	771181	p.7
and the second se	r	TOL CADIL	LAC COMPA	NY		
dillac.	6500 CAPITO REENBELT, MAR (301) 441- TOLL FREE 1-8	L DRIVE YLAND 20770 9600	HOURS: MONDAY 7:00 A.M. CLOSED PICK-UP VEHICL CASHIER HOURS:	/ THROUGH I TO 5:30 P.M. SATURDAYS E BEFORE 5:	<b>HUU</b> 30 P.M.	
^{iR NO.} 48919			46	<u>, 6096</u>	INVOICE DATE 02/12/09	DINVOICE NO CDCS247673
			ILEAG	<u> </u>	GOLDR BLACK	зтоск NO. Р9579
			/ESCALADE ESV/4D		DELIVERY DATE 08/23/08	DELIVERY MILES 16,415
NTON, MD		VEHICLE I.D. NO. 1 G Y F K 6			SELLING DEALER NO	PRODUCTION DATE
		ETE NO.	P C. No.		^R 0. DATE 02/10/09	
		COMMENTS			02/10/09	
CHARGES						
BACKING UP (VERIFIED R&I FRONT BRAKE PADS	& ALSO WHEN GOING FO ON LANE) WHEELS TO LUBRICATE E	TECH(S): TEN TURNING STEERING WARD FROM FRONT END BRAKE HARDWARE & SERV	AREA ICE FRONT		You may questionnair Motors few weeks. If	RTANT receive a e from General a the next for any reason te us "Completely
1 TOTALS					Satisfied" on	each question, contact your
	JOB#	1 JOURNAL PREFIX C	DCS JOB# 1 TOTAL	0.00	service	advisor.
						Cadillac
05CDZCHECK	ECK ENGINE LIGHT	TECH(S): T Stayed on For 2-da	1842. TANKA SA 1844. YS	WARRANTY		
					147 - T.	·
	100#	2 TOUDNAL DOFFIX C		0,00		
3 CHARGES	Jua <del>y</del>			0.00	New S	
OWNER REPO SET TIRE P	RNING LIGHTS RTS CHECK TIRE PRESSI RESSURE & RESET TIRE RE @35-COLD	TECH(S): IRE MESSAGE COMING ON MONITOR	184	WARRANTY	IMPORTANT CC	IMPER
3 TOTALS					ON THE PRE	MISES OF THE
4 CHARGES	JOB#	3 JOURNAL PREFIX C	DCS JOB# 3 TOTAL	0.00	AUTOMOTIVE I	REPAIR FACILITY OTIVE REPAIR
			_		FACILITY MAY	NOT BE RESPON
60CDZ01	TOTRIM CONCERNED TO TRANSPORT	TECH(S): NEATHERSTRIP COMING A WEATHERSTRIP TORN	184 PART	R CWARRANTY	MOTOR VEHIC TAIN CIRCUM	MAGE TO YOUF LE UNDER CER ISTANCES, YOU A REPRESENTA
1 258	92949 WE/	SCRIPTIONLIS	T PRICE-UNIT PRICE-	WARRANTY		E AUTOMOTIVE
	IGHT FRI 92949	EIGHT D	:	WARRANTY		ITY ABOUT THE S RESPONSIBILI
			TOTAL - PARTS	0.00		THE EXTENT OF
4 TOTALS	••••••••••••••••••••••••••••••••••••••					
5 CHARGES	JOB#	4 JOURNAL PREFIX C	DCS JOB# 4 TOTAL	D.DO	FACILITY.	OTIVE REPAIR
		4 JOURNAL PREFIX C		-		<b>. .</b>
01CDZEA	Valor, *Lofo* L Change for Suv	TECH(S)?	1842 300 300 300 300	26.60	Thank	You For usiness!!
49.95	- JIPHTON LUIT UVF				Unin R	unimenall
						manner
					-	

46

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Nov 05 10 07:46p

Wenonah G

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p.10

#### CAPITOL CADILLAC COMPANY



6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732

HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

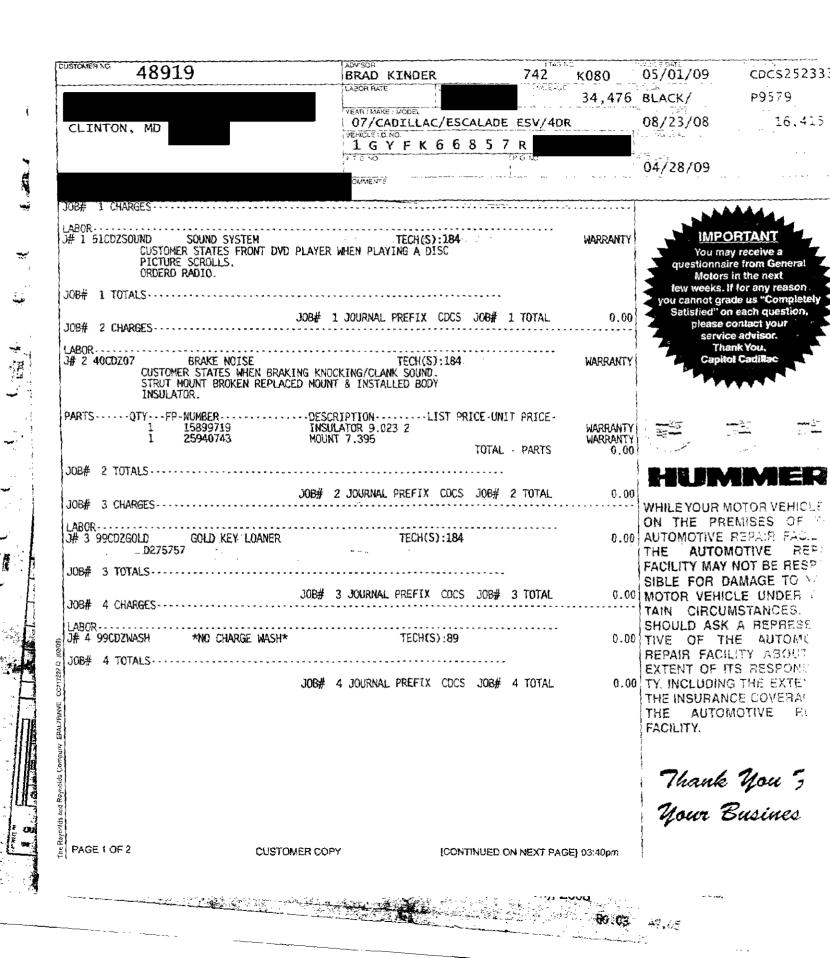


C.JSTDWER NO 48919	BRAD KI	INDER		742	к024	04/23/09	CDCS251808
	LABOR RATE	L	·····	MILEAGE		BLACK	P9579
	YEAR/MAKE/M			E ESV/4DR		DELIVERY DATE 08/23/08	DELIVERY MILES 16,415
CLINTON, MD	VEHICLE I.D. NO. 1 G Y		·······			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO			P.O.NO.		R O DATE 04/20/09	
R	COMMENTS			1		01/20/05	
JUB# I CHARGES							
LABOR- J# 1 10CDZ01 CUSTOMER STATES CLICKING SOUND WH WHEN STEERING LEFT, REPLACED LEFT FRONT UPPER CONTORL CAMBER & SET TOE. PARTSQTYFP-NUMBERDESCR 1 25812725 ARM 6 JOB# 1 TOTALS	ARM.RESET IPTION .158 0	CASTER	PRICE-UNI TOTAL	T PRICE- - PARTS	WARRANTY 0.00	questionnai Motors few weeks. I you cannot gra Satisfied" or please o servic Tha Capito	PRTANT y receive a re from General in the next f for any reason de us "Completely each question, ontact your e advisor. nk You, d Cadillac
JOB# 2 CHARGES				1 101AL			
LABOR- J# 2 99CDZGOLD D275558 J0B# 2 TOTALS							
JOB# 2	JOURNAL PR	EFIX CDO	:s Job#	2 TOTAL	0.00		
COMMENTS DELETED OPERATION(S) 90CDZBEAUTY BEAUTY TREATMENT TOTALS						ON THE PRE	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY,
CUSTOMER SIGNATURE			TOTAL LA TOTAL PA TOTAL SU TOTAL G. TOTAL MI TOTAL MI TOTAL MI	BOR RTS BLET O.G SC CHG. SC DISC	0.00 0.00 0.00 0.00 0.00 0.00 0.00	THE AUTOM FACILITY MAY SIBLE FOR DA MOTOR VEHIC TAIN CIRCUM SHOULD ASK TIVE OF TH REPAIR FACIL EXTENT OF IT TY, INCLUDING	OTIVE REPAIR NOT BE RESPON- AMAGE TO YOUR LE UNDER CER- ISTANCES. YOU A REPRESENTA- E AUTOMOTIVE ITY ABOUT THE S RESPONSIBILI- THE EXTENT OF CE COVERAGE OF
· .						Thank Your B	You For Pusiness!!



3018771181 CLOSED SALUHUALA PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

p.11



Nov 05 10 07:49p V	9p Wenonah G CAPIIOLI VALIA			30187711			81 p.12	
CAPITOL CADIL 6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 Cadillac.			HOURS: ; ( PICK-UF	MONDAY THE 7:00 A.M. TO 5 CLOSED SATU ? VEHICLE BE HOURS: 8:30 www.ecapito	HIU 10 P.M.	MMER		
CUSTOMER NO. 48919		VISOR			147	VVCICE DATE 05/11/09	INVOICE NO. CDCS25311	
		BOR BATE	<u> </u>	MILEAGE		BLACK/	stock но   P9579	
		ARTMAKET MODEL		······································		08/23/08	DELIVERY MLES	
CLINION, MD	VĒ	HICLE I.D. NO.				ELLING DEALER NC	PRODUCTION DATE	
		1 GYFK6		P. O. NO	F	O DATE		
FE		DAMENTS				05/11/09	<u> </u>	
JOB# 1 CHARGES							• • •	
LABOR J# 1 01CDZEOF \$49.95 COMPLETED LUBE	OFC* COMPANY CONTRACTOR	779 77ECH(S)+18	<b>4-5</b> 0-5 (*		(	You may questionnair Motors i	RTANT receive a from General n the next	
PARTSQTYFP-NUMBER- 1 8901752 7 5615	24 FILTER 1 MOTOR 03	L 836 31 L 151	5.99 2.48 TOTAL -	5.99 2.48	5.99 17.36 23.35	you cannot grad Satisfied " on please co	for any reason le us "Completely each question, phlact your	
JOB# 1 TOTALS			LABOR PARTS		26.60 23.35	Than Than	advisor. ik You, Cadillac	
JOB# 2 CHARGES		NURNAL PREFIX COC			49,95			
LABOR J# 2 51CDZSOUND Source Squad CUSTOMER STATI (RADIO IS IN) REPLACED AND (	SYSTEM ES DVD PLAYER PICTURE S PROGRAMED RADIO.	SCROLLS.	4		JARRANTY		ÌE	
SUBLETPO#VEND 252333 14938	INV#-INV.DATE-DESCRIPT 875 05/11/09 RADIO	[ION		· SUBLET	WARRANTY	WHILE YOUR M	DTOR VEHICLE I	
JOB# 2 TOTALS							MISES OF TH REPAIR FACILIT	
JOB# 3 CHARGES	JOB# 2 JO	OURNAL PREFIX CDC	:S JOB# a	2 TOTAL	0.00	THE AUTOM FACILITY MAY I	OTIVE REPAIR	
ADVISOR FELT	ES AFTER IT RAINS CAN S FLOOR OF VEHICLE,NOT WI	SMELL A MUSTY SMEL	<b>4</b> 94 1997 () L.		ABRANLY	MOTOR VEHIC TAIN CIRCUN SHOULD ASK	LE UNDER CEP ISTANCES. YO A REPRESENTA E AUTOMOTIV	
JOB# 3 TOTALS		•••••••			ļ	REPAIR FACIL	ITY ABOUT TH	
JOB# 3 TOTALS						TY, INCLUDING	s responsibil The extent o E coverage o	
LABOR J# 4 990DZGOLD D276045						THE AUTOM FACILITY.		
JOB# 4 TOTALS								
JOB# 5 CHARGES					0.00	Thank	You For	
JOB# 5 CHARGES           LABOR           PAGE 1 OF 2					ĺ	Your B	You For ?usiness[[	
출  같  PAGE 1 OF 2	CUSTOMER COPY	[CO	NTINUED ON	NEXT PAGE] 04	:26pm	I.		

Nov 05 10 07:51p

Wenonah G

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CAPITOL CADILLAC COMPANY



6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

HUMMER

p.13

		TAG NO.	IN VOICE DATE	INVOICE NO
<u>18919</u>	BRAD KINDER	<u>7</u> 42 к361	06/12/09	CDCS254941
	LABOR RATE	WILEAGE 38,224	BLACK/	STOCK NC P9579
	VEAR / MARE / MODEL 07/CADILLAC/ESCALAD		DEL VERY DATE 08/23/08	DELIVERY MILES 16,415
CLINTON, MD	VEHICLE I.D. NO.		SELLING DEALER NO	PRODUCTION DATE
	1 G Y F K 6 6 8 5	/ R	R C DATE	
		· · · · · · · · · · · · · · · · · · ·	06/08/09	
	COMMENTS			
PARTS QTY FP - NUMBER	ESCRIPTIONLIST PRICE-UN			
1 19209555 A	BSORBER 7.345 0 TOTAL	WARRANTY - PARTS 0.00		DTANT
J0B# 5 T0TALS				RIANI y receive a
100			questionnai	e from General
JOB# 6 CHARGES		5 101AL 0.00		in the next for any reason
LABOR J# 6 01CDZLOF LOF *LOF0*			Catiofically an	de us "Completely each question,
\$49.95		26.60	Z please c	ontact your 💦 📐
COMPLETED LUBE OIL AND FILTER	CHANGE			e advisor. nk You,
PARTSQTYFP-NUMBERD	ESCRIPTION LIST PRICE .UN	NIT PRICE-	Capito	l Cadillac
1 89017524 ⊦ 7 5615 M	ILTER 1.836 24 5.99 OTOR OIL -82 2.48	5.99   5.99   5.99   5.99   2.48   17.36		
		- PARTS 23.35		•
JOB# 6 TOTALS				and the second
	LABOF			₴╷∖₽₽у
JOB	# 6 JOURNAL PREFIX CDCS JOB#	6 TOTAL 49.95		مسين يالي المعتقدين
JOB# 7 CHARGES				IMER
LABOR	TEORON 115			
		0.00		OTOR VEHICLE IS
JOB# 7 TOTALS				MISES OF THE REPAIR FACILITY
JOB# 8 CHARGES	# 7 JOURNAL PREFIX CDCS JOB#	7 TOTAL 0.00	THE AUTOM	
				NOT BE RESPON
LABOR	TECH(S):115	0.00	MOTOR VEHIC	MAGE TO YOUR
D276673				ISTANCES. YOU
JOB# 8 TOTALS				A REPRESENTA
JOB	# 8 JOURNAL PREFIX CDCS JOB#	8 TOTAL 0.00		E AUTOMOTIVE
				S RESPONSIBIL
			TY, INCLUDING	THE EXTENT O
				E COVERAGE O
			THE AUTOM	OTIVE REPAIL
			Thank	Nou For
			a	You For ?usiness!!
			Your B	usiness!!
PAGE 2 OF 3 CUSTOMER C	ICONTINUED	ON NEXT PAGE] 06:07pm	Į	

Nov 05 10 07:53p

Wenonah G

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CAPITOL CADILLAC COMPANY



#### 6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732

HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

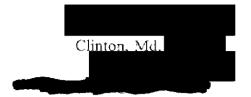
HUMMER

p.14

USTOMER NO 48919	ADVISOF BRAD KI	NDER	742	x361	INVOICE DATE 06/12/09	INVOICE NO. CDCS254941
	LABCH RATE	LICENSE NO	MILEAGE	38 224	COLOR BLACK/	stock No P9579
	YEAB / MAKE / MK				DELIVERY DATE	DELIVERY MILES
CLINTON, MD	07/CAD	ILLAC/ESCALADE	E ESV/4DR		08/23/08	16,415 PRODUCTION DATE
	<u>1 G Y</u>	<u>FK6685</u>	7 R		T. O. DATE	
	F. T. E. NO.		PO VO.		-1. 0. DATE 06/08/09	
	COMMENTS					
JOB# 1. CHARGES	· · · · · · · · · · · · · · · · · · ·					<b>A A A .</b>
1 ABOR						
J# 1 40CDZ01 BRAKE CONCERN	TE KING SOUND WHEN RELEASING	CH(S):115		0.00	You ma	RTANT y receive a re from General
J0B# 1 TOTALS					Motors	in the next
			1 TOTAL	0.00	you cannot gra	de us "Completely
JOB# 2 CHARGES	JUDH I JUUKNAL (PRI	CELA CUCO JUD#	T 101AL	0.00		each question,
LABOR					Servic	e advisor. 💫 🛁
J# 2 10CDZ01 DRIVEABIL/ITY	CONCERN /TE .CE WOULDN'T START,SLOW (	CH(S):115 CRANK & HAS HAD		WARRANTY		nk You,
TO JUMP VEHILCE.	/					
DIAG AND REPLACE BATT	(					
PARTSQTYFP-NUMBER 1 89022168	DESCRIPTION-/ 48-6YR_BATT/48-6Y	LIST PRICE-UNI ( 4	T PRICE-	WARRANTY	CS C	1
1 12585546	48-6YR BATT /48-6 SENSOR 2.388 0	τοται	- PARTS	WARRANTY 0.00		
JOB# 2 TOTALS				0.00	Card L	منسولة المحمقين
				:	HUM	
JOB# 3 CHARGES	JOB# 2 JOURNAL PRI	EFIX CDCS JOB#	2 TOTAL	0.00		
LABOR					WHILE YOUR M	OTOR VEHICLE I
J# 3 05CDZ WARNING LIGHT	IS JT	ECH(S):115		WARRANTY		MISES OF THE
BATTERY & BATTERY 11(	K ENGINE MESSAGE,STABILI GHT ALL CAME ON AT ONCE.	IY, SERVICE			THE AUTOM	REPAIR FACILITY OTIVE REPAIR
REPLACE CRANK SENSOR	SHORTED					NOT BE RESPON
JOB# 3 TOTALS	1.					MAGE TO YOUR
JOB# 4 CHARGES	JOB# 3 JOURNAL PRI	EFIX CDCS JOB#	3 TOTAL	0.00	MOTOR VEHIC	LE UNDER CER ISTANCES, YOU
				•••••		A REPRESENTA
LABOR J# 4 45CDZ01 STEERING CONC	CERN TI	 FCH(S)+115	••••	WARRANTY	TIVE OF TH	E AUTOMOTIVI
CUSTOMER STATES WHEN	STEERING GETS A THUMP/C	LICKING SOUND.		ib du o ut i i		ITY ABOUT THI
UNABLE TO DUPLICATE						S RESPONSIBILI
JOB# 4 TOTALS	•••••					E COVERAGE O
JOB# 5 CHARGES	JOB# 4 JOURNAL PR	EFIX CDCS JOB#	4 TOTAL	0.00	THE AUTOM	OTIVE REPAIR
			# # # * * * * * * * * * *		FACILITY.	
LABOR. J# 5 45CDZ03 SUSPENSION CO		ECH(S):115		WARRANTY		
	ING A SQUEAK SOUND WHEN ABSORBER	HITTING BUMPS.			Thomas	Van Jan
NEFLACE RIGHT SHUCK )	۲ استا تیک اور این میلا :				o receive	you for
					Uour B	You For ?usiness!!
PAGE 1 OF 3 CL	ISTOMER COPY		N NEXT PAGE	06.07mm	1	

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6/10/09 H. Daniel Jobe. II President Capitol Cadillac 6500 Capitol Dr. Geenbelt, Md. 20770

Re: 48919

Dear H. Daniel Jobe, II

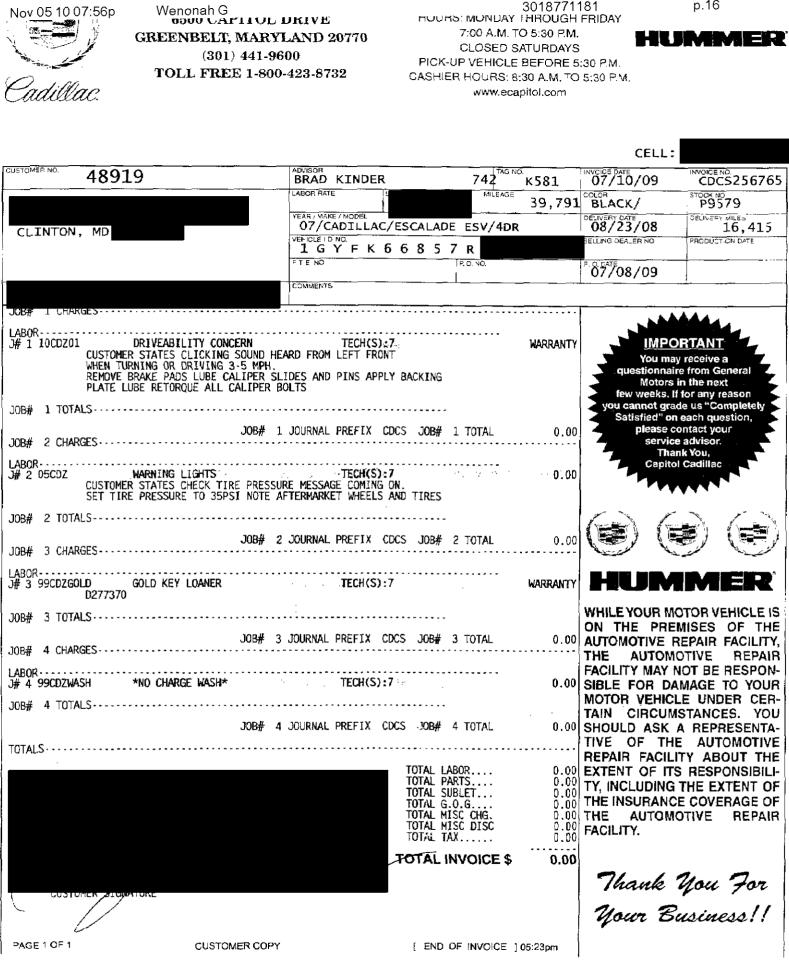
On 8/23/08 we bought a 2007 Cadillac Escalade ESV from your dealership.

We are very unhappy/frustrated with the vehicle and the number of times it has been in for service. On these dates it has been in your service department for repairs. 10/21/08 (invoice# CDCs240803), on 12/03/08 (invoice# CDCs243647), 12/12/08 (invoice# CDCs244236), 12/30/08 (invoice#CDCs245215), 2/10/09 (invoice# CDCs247673), 2/26/09 (invoice # CDCs248686), 4/07/09 (invoice# CDCs251035), 4/20/09 (invoice# CDCs251808), 4/28/09 (invoice# CDCs252333), 5/11/09 (invoice# CDCs253112), and currently in for and repeat service of something that has failed before. I have had three radio's replaced, difficulty starting and when started all the lights on the dashboard stayed on check engine, service traction control etc. I have had to jump start it and then the display read service battery charging station. We do a lot of traveling and since we have been expericeing these problems our trips do not seem to be has comfortable as we thought when we purchased this vehicle.

I will like to commend Mr. Brad kinder, Eddie Graham and Walt Harrison for all there efforts they have been very courteous in understanding our frustrations.

I look forward to hearing from you and addressing this/these problems/concerns.

Untranny Customers



p.16

Nov 05 10 07:57p

Wenonah G

3018771181

p.17



# CAPITOL CADILLAC COMPANY

6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 SERVICE DIRECT LINE 240-737-0359

HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 6:00 P.M. SATURDAY 8:00 A.M. - 1:00 P.M. PICK-UP VEHICLE BEFORE 5:30 P.M. www.ecapitol.com



					CELL	•
100 100 100 100 100 100 100 100 100 100	) ADVISO	D KINDER	742	к710	INVOICE DATE 01/21/10 COLOR	INVOICE NO. CDCS267586
	LABOR F			49,229		sтоск NO P9579
						DELIVERY MILES 16,415
CLINTON, MD			CALADE ESV/40	/K	08/23/08	PRODUCTION DATE
	L F.T.E. NO	<u>GYFK66</u>	8 5 7 R P.O. N		R. C. DATE	
	RUSINESS PHONE COMME	ur¢			01/19/10	
JOB# 1 CHARGES						
LABOR	NT TRIH CONCERNS					RTANT
USTOMER	STATES DEFROST TAB NOT ATTACHE	D TO REAR GLASS.		WARRANTY	- Iou may	receive a
	REAR GLASS.				Motors i	from General
PARTS ·····QTY ··· FP · NU	JMBERDESCRIPTION 5916031 TERMINAL 13	LIST PR	ICE-UNIT PRICE-			annot grade
1 25	5916024 WINDOW 17.1	91		WARRANTY WARRANTY	us "Complet	ely Satisfied" 🚽 🥏
			TOTAL - PARTS	0.00		stion, please ervice advisor.
JOB# 1 TOTALS					Than	k You, Cadiilac
JOB# 2 CHARGES	JOB# 1 JOURN	AL PREFIX CDCS	JOB# 1 TOTAL	0.00	Capitor	Cauillac
ABUR	NTERIOR LIGHTING	TECH(S):169		MARRANTY		<pre>&gt;</pre>
CUSTOMER	STATES INTERIOR LIGHTING WOULD VERIFY CUSTOMERS CONCERN.	N'T SHUT OFF.	A STREET OF A S			
					HUM	
JOB# 3 CHARGES	JOB# 2 JOURN	AL PREFIX CDCS	JOB# 2 TOTAL	0.00		
				-	WHILE YOUR MO	
# 3 0200212	2 III MISPECTION	TECH(S): 169		0.00		ACILITY, THE AU-
NO CHARGE	2 POINT INSPECTION				TOMOTIVE REPA NOT BE RESPON	
	INSPECTION COMPLETED				AGE TO YOUR	NOTOR VEHICLE
OB# 3 TOTALS					UNDER CERTAIN ES. YOU SHOUL	
	JOB# 3 JOURN	AL PREFIX CDCS	JOB# 3 TOTAL	0.00	SENTATIVE OF T	HE AUTOMOTIVE
				· · · · · · · · · · · ·	REPAIR FACILIT	
ABOR # 4 99CDZNOWASH				0.00	INCLUDING THE	EXTENT OF THE
				athren gan dan Mary	INSURANCE CON AUTOMOTIVE REI	
0B# 4 TOTALS						
OB# 5 CHARGES	JOB# 4 JOURN	AL PREFIX CDCS	JOB# 4 TOTAL	0.00		
480R	and the second sec					
4 5+99CDZ60LD G		<b></b>		WARBANTY		
dded Operation (KARE D281701	NL @ 01/19/2010 10:48)	and and a second se Second second				
DB# 5 TOTALS	·····					
	Contra or Solida	A profile dince		0.00	71-11	1 7
		AL PREFIX CDCS	JOB# 5 TOTAL	0.00	Thank ' Uour Bi	you for
					Nour Bi	isiness!!
AGE 1 OF 2	CUSTOMER COPY	[CONTINU	JED ON NEXT PAGE]	11:12am		

Nov 05 10 08	3:00p	Wenonah G				3018771	181	p.18	
ر بر میں جنوب							. <b>.</b> .		
ÆR #	: 48919				100484		Gadilla	~	
1				ų.	INVOICE*	CAPITOL	CADILLA 6500 Capitol D		ANY
OF THE ONLY				DU	JPLICATE 1 M	AIN: (301) 441-5	Greenbelt, MD 2	0770	737-0359
CLINTON, M HCME:	ID_	CONT			PAGE 1	TOL	L FREE: 1-800-4 www.ecapitol.		
BUS:		CELL	<u> </u>		VICE ADVISOR:		TH B KIND		
COLOR	YEAR	MAKE/MODEL	· .			LICENSE	MILEAGE	<u>N/001</u>	TAG
BLACK DEL. DATE	07 CA PROD. DAT	DILLAC ESC E WARR, EXP.	ALADE ES PROMIS		C66857R PO NO.	RATE	51797/ PAYMENT	51797 INV. D	<u>TK301</u> ATE
23AUG08 DD		:	17:00 2:	1APR1C		0.00	ZADV1	26APR1	0
R.O. OPEN		READY.	OPT:ONS		(:P9579 ENG:6				<u> </u>
11:10 21AP	R10 18	:13 26APR1	0						
LINE OPCOD	E TECH	TYPE HOURS	;			LIST	NET	TOT	AL
A CUSTOMER CAUSE:	STATES	REAR WASH	IER FLUID	NOTWO	DRKING.				
	BODY E	LECTRICAL		· · ·					
<u>_</u>	38	W1 0.00						(N/	
PARTS:	532VB 5	5/32 VAC HC LABOR:	SE 0.00	OTHER:	0.00	TOTAL L	INE A.	(N/ 0.	
	PAIRED R	REAR WASHEF	LINE.					0.	00
D CLICHOMPD					********	*******	* * *		
	C STATES Z BRAKES	GETTING A	A BRAKE SU	JOBAK,					
	38	C1 2.20	)				264.00		
		1 PAD KIT		1	Market State	179.74			
		AKE CLEAN	· · · · · ·	18 J. 12 J. C.	te estructure t	8-67 70.00			67 00
PARTS:	328.41	LABOR:	264.00	OTHER	. 0.00	TOTAL L		592.	
51797 REF	PLACED F	FRONT PADS	AND TURN	ED ROT	DRS.		-11 <b>1</b> .		
C CUSTOMER	R STATES	WHEN TURN	JING LEFT	GETTI	NG A CLICKING		***		
CAUSE: .				· · · ·					
45CD2	I STEERI 38	NG/SUSPENS W1 0.00						(N/	(C)
PARTS:	0.00	LABOR:		OTHER	. 0.00	TOTAL L	INE C:		20
51797 COU		JERIFY CONC				-			
ידה פסוד ר					*************** FI POINT INSI		***		
		AENDED MAIN			TT FOILNT INDI	FUCITON.			
_	3.8	C1 0.90	0		:		6.6(		60
		24 FILTER DTOR OIL				6.79 2.48			99 36
PARTS:	23.35	LABOR:	6.60	OTHER	. 0.00	TOTAL L		29.	
51797 PEF					RE ROTATION.				
E GOLD KEY			*******	*****	* * * * * * * * * * * *	* * * * * * * * *	* * *		
		DLD KEY LOP	INER						
		IMPORTAN NOTICE W	HILE YOUR MOTOR				RIPTION	TOTA	LS
	ORTANT		I ON THE PREMISES	]	HOURS:	PARTS AMO			<u></u>
questionnai	sy receive a ire from Genera	BEPAIR FA	THE AUTOMOTIVE CILITY MAY NOT SPONSIBLE FOR		Monday - Friday	GAS, OIL, L			
	next few weeks 1 you cannot gr	SUI DAMAGE VEHICLE	TO YOUR MOTOR UNDER CERTAIN	7:	00 AM to 5:00 PM	SUBLET AM	· · · · · · · · · · · · · · · · · · ·		
us "Completely	/ Satistied" on e	SHOULD	ANCES. YOU ASK A TAT VE OF THE	0.1	SATURDAYS 10 AM TO 1:00 PM	TOTAL CHAP			
Servic	ease contact you ce advisor.	AUTOMOT FACIL TY A	NE REPAIR BOUT THE EXTENT			LESS INSUR			
	ink you, ol Cadillac 👝		RESPONSIBILITY, THE EXTENT OF RANCE COVERAGE TOMOTIVE REPAIR	PICK-UP 1	/ERICLE BEFORE 5:30 PN	A SALES TAX			
		OF THE AU FACILITY.	ITOMOTIVE FEPAIR			PLEASE PA THIS AMO			
<u> </u>				L					

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p.1

# FAX

TO:	FROM:
RAWENA	
FAX:	FAX:
18669622868	
PHONE: 186679057 00**22969	PHONE:
SUBJECT: SERVICE # 71- 885922456	DATE: November 5, 2010
COMMENTS:	

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Service #71-885922456 Here are the repair orders we spoke about 24pages. CAPITOL CADILLAC COMPANY



The Reynold's and Reynold's Company FIMLZRINVE CC217227 O (09/06)

6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

HUMMER

CUSTOMER NO 48919	BRAD KINDE	3 742 TAG NO	к872	10/24/08	CDCS240803
	LABOR RATE	WLEAGE		BLACK/	P9579
CLINTON, MD	· ·	C/ESCALADE ESV/4DR		08/23/08	DELIVER MILES 16,415
	L G Y F K	66857R		SELLING DEALER NO	PRODUCTION DATE
	FT S YO	P. Q. NO.		^a 10/21/08	-+
R	COMMENTS	- <u> </u>		· · · · · · · · · · · · · · · · · · ·	
HANDLE.	CHROME PEELING ON RIGHT REAR INTER ASSY FINISH PEELING	TOR DOOR			
1 15920704	DESCRIPTION HANDLE 16.34 1	TOTAL - PARTS	WARRANTY 0.00	questionnai Motors	y receive a re from General in the next for any reason
	JOB# 5 JOURNAL PREFIX		0.00	you cannot gra Satisfied" or	de us "Completely each question, ontact your
LABOR J# 6 46CDZ01 WHEEL/TI CUSTOMER STATES DIFFERENT TREAD	IRE CONCERN VIBRATION AT 60MPH RIGHT FRONT TI	<b>). 151:</b> 11: 12: 12: 12: 12: 12: 12: 12: 12: 12:		servic Tha	e advisor. nk You, I Cadillac
MISCCODEDESCRI DVOG NON-TA	PTION- XABLE LABOR-VOGUE	IUIAL - MISC	INTERNAL 0.00		
	JOB# 6 JOURNAL PREFIX		0.00	HUM	IMER
LABOR	CONCERN ENGINE RUNNING ROUGH, NO POWER ON DTH AS IT WAS.	<b>×157</b>		WHILE YOUR NON THE PRE	MISES OF THE REPAIR FACILITY,
••				FACILITY MAY	NOT BE RESPON
10R# 8 CHARGES	JOB# 7 JOURNAL PREFIX	CDCS JOB# 7 TOTAL	0.00	SIBLE FOR D.	AMAGE TO YOUR
4800	Y LOANER TECH(S			TAIN CIRCUN SHOULD ASK	A REPRESENTA- E AUTOMOTIVE
					ITY ABOUT THE
JOB# 9 CHARGES	JOB# 8 JOURNAL PREFIX		0,00	TY, INCLUDING	THE EXTENT OF
	RGE WASH*: TECH(S		0.00	FACILITY.	IOTIVE REPAIR
JOB# 9 TOTALS	JOB# 9 JOURNAL PREFIX		0.00	Thank Uour B	You For Pusiness!!
PAGE 2 OF 3	CUSTOMER COPY	[CONTINUED ON NEXT PAGE]	05:52pm		

# CAPITOL CADILLAC COMPANY



6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecaptol.com



STOMER NO 48919	BRAD KINDER	742	K872	10/24/08	CDCS24080
		MiL MIL	EAGE 19.796	BLACK/	P9579
	YEAR/MAKE/MODEL 07/CADILLAC/S	SCALADE ESV/	4DR	08/23/08	16,415
CLINTON, MD	VEHICLE I.D. NO. I G Y F K 6		1	SELLING DEALER NO	PRODUCT CYLLAD
	FTE, NC	F.O.NO.		F. O. DATE 10/21/08	
	COMMENTS				······································
DB# 1 CHARGES					<b>A A A</b>
		<b>T</b> T Za se se se se se se	UADDANTY	IMPO	RTANT
USTOMER STATES THE CHECK ENGINE LIGHT CUSTOMER STATES THE CHECK EN INC LINE TWO	IGINE LIGHT CAME ON.	Marka ang Kabalang Ang Kabalang Ang Kabalang Ang Kabalang Kabalang Kabalang Kabalang Kabalang Kabalang Kabalang	WARRANTY	You ma	y receive a
DB# 1 TOTALS				few weeks. If	in the next for any reason
JCHARGESJC	DB# 1 JOURNAL PREFIX CDX	CS JOB# 1 TOTAL	0.00	🚬 you cannot gra	de us "Completely each question,
• • • • •				please c	ontact your advisor.
ABOR 2 05CDZSTABILITY STABILITY MESSAGE ON CUSTOMER STATES THE SERVICE REPLACE EBCM MODULE NO SIGNA	STABILTRAK MESSAGE CAME (	57 <u>10</u> 00000000000000000000000000000000000	WARRANTY	Tha	nk You, I Cadillac
ARTS QTY FP . NUMBER	DESCRIPTIONLIST	PRICE-UNIT PRICE			
1 Z5000	MODULE KI 4.720 LOCAL P/UP D		WARRANTY WARRANTY		
15905737		TOTAL - PARTS	0.00		
OB# 2 TOTALS					
یں DB# 3 CHARGES	08# 2 JOURNAL PREFIX CD	CS JOB# 2 TOTAL	0.00	HUN	
				IMPORTANT CO	DNSUMER NOTIC
ABOR 3 40CDZ07 CUSTOMER STATES THE BRAKES REPLACE FRONT BRAKE PADS NO	SQUEAK.	57	WARRANTY	ON THE PRE	IOTOR VEHICLE EMISES OF TH REPAIR FACILIT
ARTSQTYFP-NUMBER 1 25910431	-DESCRIPTIONLIST	PRICE-UNIT PRICE	• 6.15.000.3.1.1000.4	THE AUTON	IOTIVE REPA
1 25910431 1 2010	PAD KIT 5.017 3 BRAKE CLEAN 40		WARKANIY		NOT BE RESPO AMAGE TO YOU
		TOTAL · PARTS	0.00	MOTOR VEHIC	LE UNDER CE
)B# 3 TOTALS				IAIN CIRCUN	A REPRESENT
)B# 4 CHARGES ······	OB# 3 JOURNAL PREFIX CD	US JUB# 3 IUTAL			IE AUTOMOTO
ABOR		<b></b>	-		ITY ABOUT TH' 'S RESPONSIBI
4 51CDZSOUND SOUND SYSTEM CUSTOMER STATES STATIC HEAR	D IN SPEAKERS.	<b>57</b> - 2010 - 2010 - 2010	WARRANTY	TY, INCLUDING	GTHE EXTENT (
0B# 4 TOTALS				THE INSURAN	CE COVERAGE ( IOTIVE REPA
	OB# 4 JOURNAL PREFIX CD	CS JOB# 4 TOTAL	0.00	PAOL ITY	
OB# 5 CHARGES				91.1	de
ABOR- # 5 60CDZ04:1999 - DOOR?HANDLE'AUTUATIO	₩₩₽₩₩₩₩₩₩₩ <b>₩₩₽₽₩₩₩₽₽₩₩</b>	5750	WARRANTY	Inank	<b>40</b> 00 900
				Your B	<b>Yo</b> n Fer: <b>Usi</b> mers/1

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#### CAPITOL CADILLAC COMPANY

J. Padillac.

6500 CAPITOL DRIVEHOURS: MONDAY THROUGH FRIDAYGREENBELT, MARYLAND 207707:00 A.M. TO 5:30 P.M.(301) 441-9600CLOSED SATURDAYSTOLL FREE 1-800-423-8732PICK-UP VEHICLE BEFORE 5:30 P.M.www.ecapitol.comwww.ecapitol.com

HUMMER

JSTOMER NO. 48919	BRAD KINDER	742 TAG NO KE	88	"1273T/08	"CDC\$245215
	LABOR RATE	VILEAGE 2	4,430	BLACK/	^{\$} \$9579
	YEAH / MAKE / MODE 07/CADILLAC/ESO	CALADE ESV/4DR		08723708	10
CLINTON, MD	IGYFK66			SELLING DEALER NO.	
	F. T. E. NO.	P.O NO		12730/08	· · · · · · · · · · · · · · · · ·
	COMMENTS	/			
108# I CHARGES					
ABOR					
# 190CDZBEAUTY BEAUTY TREATMENT STATES	LECHISTICS		⊴aa•ao		RTANT y receive a
JOB# 1 TOTALS		LABOR	99.95	questionnair	e from General
200.4 1	AUDUAL ADDETY COCC		99.95 99.95	few weeks. If	for any reason de us "Completely
JOB# 2 CHARGES	JOUKNAL PREFIX CDUS		99.95	Satisfied" on	each question, ontact your
LABOR J# 2/51CDZ01 BODY ELECT CONCERN				service	e advisor.
CUSTOMER STATES RIGHT REAR DEFROS	r cord not attached of	n el servez el content des subsections des subsections N	PROPERTY		nk You, I Cadillac
GLASS. RESECURED REAR DEFOGGER WIRE		<i>4</i>			
JOB# 2 TOTALS	•••••				·
JOB# 3 CHARGES	JOURNAL PREFIX CDCS	JOB# 2 TOTAL	0.00		
L NOD					991 /
LABOR- J# 3 51CDZSOUND SUSTEM RADIO WAS ORDERD FOR VEHILCE JUST	TECH(S):12	T IC	IARRANTY		
IN. REPLACED AND PROGRAMMED RADIO	NEED TO CHECK IF PAR	1 13		}	
JOB# 3 TOTALS					ONSUMER NOTICE
			0.00	ON THE PRE	MISES OF THE
JOB# 4 CHARGES					REPAIR FACILITY.
LABOR J# 4-99CDZGOLD	Second to a <b>TECHINAN 37</b>		1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	FACILITY MAY	NOT BE RESPON-
Added Operation (KARENL @ 12/30/2008 16:35) 0272967	an a	<ul> <li>Contraction (Contraction)</li> </ul>			AMAGE TO YOUR LE UNDER CER-
JOB# 4 TOTALS				TAIN CIRCUN	ISTANCES. YOU
	JOURNAL PREFIX CDCS		n nn		A REPRESENTA- E AUTOMOTIVE
1 Jua <del>n</del> 4	JUURNAL FREFIX COS	JUDT 4 TOTAL	0.00	REPAIR FACIL	ITY ABOUT THE
					S RESPONSIBILI-
				THE INSURANC	CE COVERAGE OF
				THE AUTOM	IOTIVE REPAIR
	·			Thank	You For
				Ugur B	usiness!!

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 03:11pm

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A A A A A A A A A A A A A A A A A A A	CAPITOL CADILI	LAC COMPA	NY		
GREENBEI (3	CAPITOL DRIVE LT, MARYLAND 20770 801) 441-9600 REE 1-800-423-8732	HOURS: MONDAY 7:00 A.M. T CLOSED S PICK-UP VEHICLE CASHIER HOURS: 8	THROUGH F 10 5:30 P.M. SATURDAYS SBEFORE 5:3	HHU BO P.M.	
MERNO. 48919		46	G096	INVOICE DATE 02/12/09	
	LABOR RATE L	MILEAGE	27,837		з ^{-оск чо} Р9579
INTON, MD	YEAR/MAKE/MODEL 07/CADILLAC/	ESCALADE ESV/4DF	र	08/23/08	DEL VERY MILES 16,415
	1 GYFK6			SELLING DEALER NO	PRODUCTION DATE
	F.T.E.NÖ.	) P. D. NO.		02/10/09	
F I CHARGES	COMMENTS				
-	ISE TECH(S):1 G NOISE WHEN TURNING STEERING V N GOING FOWARD FROM FRONT END A				
÷ 2 CHARGES	JOB# 1 JOURNAL PREFIX CO LIGHT TECH(S) A NGINE LIGHT STAYED ON FOR 2-DAY	DCS JOB# 1 TOTAL	0.00	you cannot grac Satisfied" on please co service Than	for any reason le us "Completely each question, ontact your advisor. k You, Cadillac
					atur area
# 3 CHARGES	JOB# 2 JOURNAL PREFIX CO	DCS JOB# 2 TOTAL	0.00		
0R 3 05CD2: 0WNER REPORTS CHECK T SET TIRE PRESSURE & R SET PRESSURE @35-COLD # 3 TOTALS	IRE PRESSURE MESSAGE COMING ON RESET TIRE MONITOR		MABRANTY (		
		• • • • • • • • • •			OTOR VEHICLE IS
	JOR# 3 JOURNAL PREFIX CL	das Job# 3 total	0.00	ON THE PRE	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY
# 4 CHARGES DR- 60CDZ01 OWNER REPORTS LEFT FR REPLACE LEFT FRONT DO	JOB# 3 JOURNAL PREFIX CI ERN TECH(S): CONT DOOR WEATHERSTRIP COMING AN DOR OPENING WEATHERSTRIP TORN	DCS JOB# 3 TOTAL 184.000000000000000000000000000000000000		ON THE PRE AUTOMOTIVE F THE AUTOM FACILITY MAY F SIBLE FOR DA MOTOR VEHIC TAIN CIRCUM	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY OTIVE REPAIR NOT BE RESPON MAGE TO YOUR LE UNDER CER ISTANCES. YOU
4 CHARGES R	JOB# 3 JOURNAL PREFIX CI ERN TECH(S): CONT DOOR WEATHERSTRIP COMING AN DOR OPENING WEATHERSTRIP TORN	DCS JOB# 3 TOTAL 184.000000000000000000000000000000000000		ON THE PRE AUTOMOTIVE A THE AUTOM FACILITY MAY I SIBLE FOR DA MOTOR VEHICI TAIN CIRCUM SHOULD ASK TIVE OF TH REPAIR FACIL	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY OTIVE REPAIR NOT BE RESPON MAGE TO YOUF LE UNDER CER ISTANCES. YOU A REPRESENTA E AUTOMOTIVI
# 4 CHARGES OR 4 60CDZ01 WNER REPORTS LEFT FR REPLACE LEFT FRONT DO TSQTYFP.NUMBER 1 25892949 1 FRE IGHT 25892949	JOB# 3 JOURNAL PREFIX CL ERN TECH(S): CONT DOOR WEATHERSTRIP COMING AI DOR OPENING WEATHERSTRIP TORN DESCRIPTION WEATHERST 16.22 FREIGHT 0	DCS JOB# 3 TOTAL 184 PART T PRICE-UNIT PRICE- TOTAL - PARTS	WARRANTY WARRANTY WARRANTY	ON THE PRE AUTOMOTIVE A THE AUTOM FACILITY MAY I SIBLE FOR DA MOTOR VEHICI TAIN CIRCUM SHOULD ASK TIVE OF TH REPAIR FACIL EXTENT OF IT TY, INCLUDING	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY OTIVE REPAIR NOT BE RESPON MAGE TO YOUF LE UNDER CER ISTANCES. YOU A REPRESENTA E AUTOMOTIVE ITY ABOUT THE S RESPONSIBILI THE EXTENT O
<ul> <li>4 CHARGES</li> <li>CONCOZOI</li> <li>CONNER REPORTS LEFT FR REPLACE LEFT FRONT DO</li> <li>TSQTYFP.NUMBER</li> <li>1 25892949</li> <li>1 FRE IGHT</li> <li>25892949</li> <li>4 TOTALS</li> </ul>	JOB# 3 JOURNAL PREFIX CI ERN TECH(S): CONT DOOR WEATHERSTRIP COMING AU OOR OPENING WEATHERSTRIP TORN DESCRIPTION WEATHERST 16.22 FREIGHT 0	DCS JOB# 3 TOTAL 184 PART T PRICE-UNIT PRICE- TOTAL - PARTS	WARRANTY WARRANTY WARRANTY	ON THE PRE AUTOMOTIVE A THE AUTOM FACILITY MAY I SIBLE FOR DA MOTOR VEHICI TAIN CIRCUM SHOULD ASK TIVE OF TH REPAIR FACIL EXTENT OF IT TY, INCLUDING THE INSURANCE THE AUTOM	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY OTIVE REPAIR NOT BE RESPON MAGE TO YOUF LE UNDER CER ISTANCES. YOU A REPRESENTA E AUTOMOTIVE ITY ABOUT THE S RESPONSIBILI THE EXTENT OF E COVERAGE OF
<ul> <li># 4 CHARGES</li> <li>OR</li> <li>4 60CDZ01</li> <li>WNER REPORTS LEFT FR REPLACE LEFT FRONT DO</li> <li>TS</li> <li>QTY</li> <li>TP-NUMBER</li> <li>1 25892949</li> <li>1 FREIGHT</li> <li>25892949</li> <li># 4 TOTALS</li> <li># 5 CHARGES</li> <li>OR</li> <li>5 01CDZEA</li> <li>SUV: LOF. *LOFO</li> <li>PERFORM OIL CHANGE FO</li> </ul>	JOB# 3 JOURNAL PREFIX CI ERN TECH(S): CONT DOOR WEATHERSTRIP COMING AU DOR OPENING WEATHERSTRIP TORN DESCRIPTION DESCRIPTION DESCRIPTION MEATHERST 16.22 FREIGHT 0 JOB# 4 JOURNAL PREFIX CI	DCS JOB# 3 TOTAL 184 PART T PRICE-UNIT PRICE- TOTAL - PARTS DCS JOB# 4 TOTAL	WARRANTY WARRANTY 0.00 0.00	ON THE PRE AUTOMOTIVE A THE AUTOM FACILITY MAY I SIBLE FOR DA MOTOR VEHIC TAIN CIRCUM SHOULD ASK TIVE OF TH REPAIR FACIL EXTENT OF IT TY, INCLUDING THE INSURANC THE AUTOM FACILITY.	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY OTIVE REPAIF NOT BE RESPON- MAGE TO YOUF LE UNDER CER- ISTANCES. YOU A REPRESENTA- E AUTOMOTIVE S RESPONSIBILI THE EXTENT OF E COVERAGE OF OTIVE REPAIF
<ul> <li># 4 CHARGES</li> <li>OR</li> <li>4 60CDZ01</li> <li>WNER REPORTS LEFT FR REPLACE LEFT FRONT DO</li> <li>TS OTY FP-NUMBER</li> <li>1 25892949</li> <li>1 FRE IGHT</li> <li>25892949</li> <li># 4 TOTALS</li> <li># 5 CHARGES</li> <li>OR</li> <li>5 01CDZEA</li> <li>SUV: LOF.*LOFO</li> <li>PERFORM OIL CHANGE FO</li> <li>49.95</li> </ul>	JOB# 3 JOURNAL PREFIX CI ERN TECH(S): CONT DOOR WEATHERSTRIP COMING AU DOR OPENING WEATHERSTRIP TORN DESCRIPTION DESCRIPTION DESCRIPTION MEATHERST 16.22 FREIGHT 0 JOB# 4 JOURNAL PREFIX CI	DCS JOB# 3 TOTAL 184 PART T PRICE-UNIT PRICE- TOTAL - PARTS DCS JOB# 4 TOTAL 184	WARRANTY WARRANTY 0.00 0.00	ON THE PRE AUTOMOTIVE A THE AUTOM FACILITY MAY I SIBLE FOR DA MOTOR VEHIC TAIN CIRCUM SHOULD ASK TIVE OF TH REPAIR FACIL EXTENT OF IT TY, INCLUDING THE INSURANC THE AUTOM FACILITY.	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY OTIVE REPAIR NOT BE RESPON MAGE TO YOUF LE UNDER CER ISTANCES. YOU A REPRESENTA E AUTOMOTIVE ITY ABOUT THE S RESPONSIBILI THE EXTENT OF E COVERAGE OF

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# CAPITOL CADILLAC COMPANY



6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com



USTOMER NO 48919		742 TAG NO K72	9 02/27/09	CDCS24868
······································	LABOR RATE	MILEAGE 28,	879 BLACK/	P9579
CLINTON, MD	YEAR / MAKE / MODEL 07/CADILLAC/ESCAL	ADE ESV/4DR	CELIVERY DATE 08/23/08 SELLING DEALER NG	DELIVERY MILES 16,415 PRODUCTION DATE
	1 GYFK668			PRODUCTION DATE
	F. T. E. NO.	P. O NO.	02/26/09	
	COMMENTS			
JUB# ] CHARGES				
LABOR J# 1 51CDZ01 BODY ELECT CONCEL CUSTOMER STATES RIGHT RE TO GLASS. ATTACHED DEFOGGER TAB &	RN TECH(S):184 AR WINDOW DEFOGGER TAB NOT ATTACHED	WARF	You ma questionnai	DRTANT y receive a re from General
PARTS QTY FP . NUMBER				in the next
1 25916031	TERMINAL 13.09.2	WARF	RANTY you cannot gra	de us "Completely each question, ontact your
JOB# 1 TOTALS			servic	e advisor.
JOB# 2 CHARGES	JOB# 1 JOURNAL PREFIX CDCS JOB	# 1 TOTAL		nk You,
LABOR J# 2 10CDZ01 DRIVEABILITY CON CUSTOMER STATES NO POWER NO PROBLEM FOUND.	CERN TECH(S):184 ON ACCELARATION.	A State of the second wards		
JOB# 2 TOTALS				
JOB# 3 CHARGES	JOB# 2 JOURNAL PREFIX CDCS JOE	# 2 TOTAL		IMER
LABOR D# 3 61CDZ19 BODY ADDUSTMENTS CUSTOMER STATES HAS TO S ADJUSTED DOOR LATCH.	LAM LEFT FRONT DOOR TO CLOSE.		WHILE YOUR N	ONSUMER NOTION NOTOR VEHICLE
JOB# 3 TOTALS		••		REPAIR FACILI
JOB# 4 CHARGES	JOB# 3 JOURNAL PREFIX CDCS JOE	讲 3 TOTAL	0.00 FACILITY MAY	IOTIVE REPA NOT BE RESPO
	•••••••••••••••••••••••••••••••••••••••		SIBLE FOR D	AMAGE TO TOU
LABOR	RN	e eta taria j	^{10.00} TAIN CIRCUI SHOULD ASK	LE UNDER CE MSTANCES. YO A REPRESENT IE AUTOMOTIN
			REPAIR FACIL	LITY ABOUT TH
			INCLOSE	S RESPONSIBI
JOB# 5 CHARGES	JOB# 4 JOURNAL PREFIX CDCS JOE	# 4 TOTAL		G THE EXTENT ( CE COVERAGE ( MOTIVE REPA
LABOR- D# 5 99CDZGOLD (**** GOLD) KEY LOANER D274316	JECH(S) 151		0.00 FACILITY.	
JOB# 5 TOTALS		••	Thank	You For
	JOB# 5 JOURNAL PREFIX CDCS JOB	₩ 5 TOTAL	0.00 Nour E	You For Susiness!!
PAGE 1 OF 2 CUSTO	MER COPY (CONTINUE	D ON NEXT PAGE] 04:26p	im	

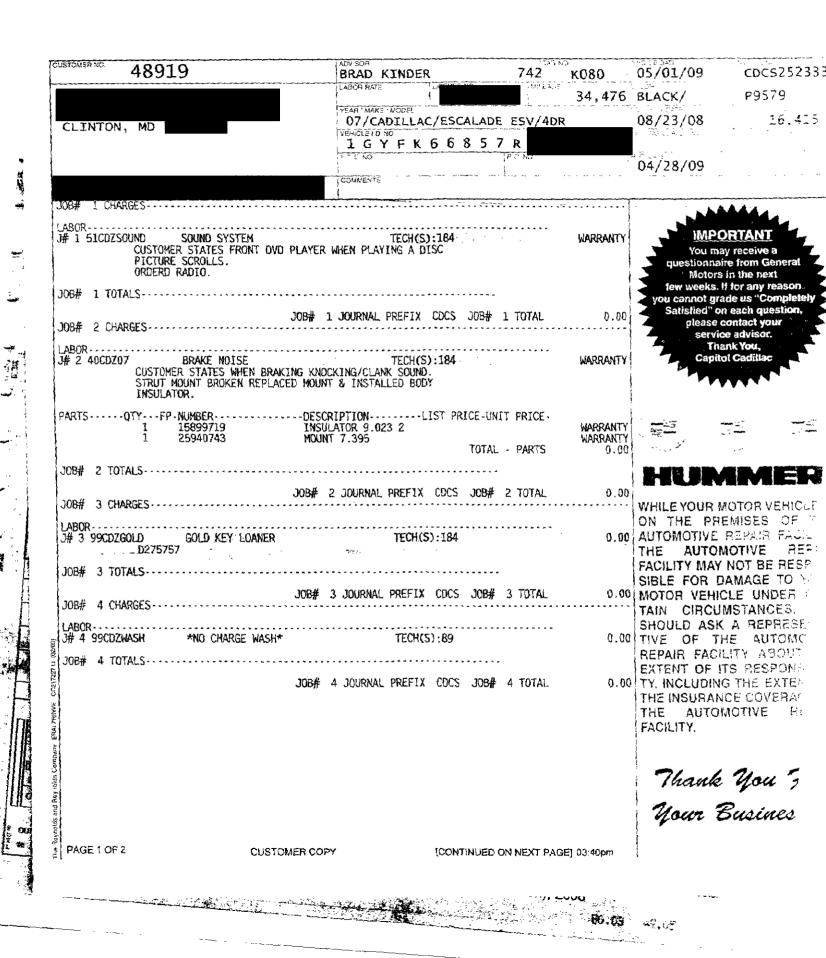
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Nov C	)6 10 07:41a	. Wenonah G				3018771	181	p.9
		. CA	PITOL CAL					
	Ţ.	6500 CAPI	TOL DRIVE	HOUR	S: MONDAY 1 7:00 A.M. T	THROUGH F		، ۱۹۰۵ کور کار جو بور جور
	/G		IARYLAND 2077	D	CLOSED S			MMER
			441-9600			BEFORE 5:3		
		TOLL FREE	1 - 800 - 423 - 8732	CASHIE		:30 A.M. TO 5	5:30 P.M.	
	fac				www.eca	pitol.com		
1	e							
, * [*]								
					TAG N			INVOICE NO
CUSTOMER N	<u> </u>	)			46	G395	04/09/09	CDCS251035
			LABOR RATE		MILEAGE	32,802	BLACK/	s-сск NO. Р9579
			YEAR, MAKE / MOD		E ESV/4DE		DELIVERY DATE 08/23/08	DELIVERY MILES
CETN	TON, MD		VEHIC, FILC, NO.	к 6 6 8 5			SELLING DEALER NO	PRODUCTION DATE
			F.T.E.NO.	K U U U J	P. O. NO.	1		
			COMMENTS		l		04/07/09	i
10074-1	CHADCES					····	· _ · _ · _ ·	
	0					• • • • • • • • • • • • • • •		
J# 1 45	GDZ10A S	TEERING NOISE	); <b>TE</b> C	HISI:184	tage type in a	WARRANTY	IMPO	RTANT
	OWNER REP THE LEFT	ORTS CLICKING NOI OR RIGHT AT LOW S	TEC SE WHEN TURNING STEE PEEDS (TECH#184) DATE FOR UNWATED ABS	RING WHEEL TO			You may	receive a 7 re from General
	PRGRAM BC	M WITH LATEST UPD	DATE FOR UNWATED ABS	ACTIVATION			Motors	in the next 👘 👘 🥌
							you cannot gra	for any reason de us "Completely
.10B# 2			JOB# 1 JOURNAL PREF	TX CDCS JOB#	1 TOTAL	0.00		each question,
LABOR							service	e advisor. nk You,
J# 2×60	CDZ OWNER REP (PART IN	NTERIOR TRIM	CINSOLE ADAPTER COVE	H(S) 184 R CANE OFF		<b>WARRANTY</b>		I Cadillac
DADTS							1 1	
PARIJ	1 15	5187371	RETAINER 9.709 0			WARRANTY		
300 // 0					- PARTS	0.00		
J08# Z	101ALS							
JOB# 3	CHARGES		JOB# 2 JOURNAL PREI	FIX CDCS JOB#	2 TOTAL	0.00		
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3018771181 CLOSED SAI UNDAL PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

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Nov 06 10 07:44a	Wenonah G <b>CAPII</b>	VL CAPIL			181	p.12
GI Cadillac.	6500 CAPITOL I REENBELT, MARYI (301) 441-96 TOLL FREE 1-800	DRIVE LAND 20770 00	HOURS: 1 7 C PICK-UP	MONDAY THROUGH :00 A.M. TO 5:30 P.M. LOSED SATURDAYS VEHICLE BEFORE 5 HOURS: 8:30 A.M. TO www.ecapitol.com	<b>HFLJ</b> 30 P.M.	MMER:
CUSTOWER NO. 48919		ADVISOR BRAD KINDER		742 K147	NUOICE DATE 05/11/09	INVOICE NO. CDCS253112
		LABOR RATE		MILEAGE 35,191	BLACK	тоск чо Р9579
CLINTON, MD		YEAR / MAKE / MCDEL 07/CADILLAC/ VEHICLE I.D. NO. 1 G Y F K 6	6857	R	DELIVERY DATE 08/23/08 SELUING DEALER NO	DELIVERY MILES 16,415 PRODUCTION DATE
		F. T. E. NO.	P.	O. NG.	R. O. DATE 05/11/09	
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PARTSQTYFP-NUM 1 890	F *LOFO*	NGE	184	PRICE- 5.99 5.99 2.48 17.36	You may questionnairs Motors in Tew weeks. If you cannot grad Satisfied" on please co	RTANT receive a a from General on the next for any reason le us "Completely each question, ontact your
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JOB# 2 CHARGES						
LABOR J# 2 51CDZSOUND CUSTOMER S (RADIO IS REPLACED A	UND SYSTEM	RE SCROLLS.	184	MARRANT		) ()
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	CUSTOMER COP	r (	CONTINUED ON	NEXT PAGE] 04:26pm		

# CAPITOL CADILLAC COMPANY



6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

HUMMER

JETOMER NO 48919	BRAD KINDER	742	к361	06/12/09	INVOICE NO
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# CAPITOL CADILLAC COMPANY

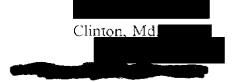


6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com



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6/10/09H. Daniel Jobe, IIPresidentCapitol Cadillac6500 Capitol Dr.Geenbelt, Md. 20770

Re: 48919

Dear H. Daniel Jobe, II

On 8/23/08 we bought a 2007 Cadillac Escalade ESV from your dealership.

We are very unhappy/frustrated with the vehicle and the number of times it has been in for service. On these dates it has been in your service department for repairs. 10/21/08 (invoice# CDCs240803), on 12/03/08 (invoice# CDCs243647). 12/12/08 (invoice# CDCs244236), 12/30/08 (invoice#CDCs245215), 2/10/09 (invoice# CDCs247673), 2/26/09 (invoice # CDCs248686), 4/07/09 (invoice# CDCs251035). 4/20/09 (invoice# CDCs251808), 4/28/09 (invoice# CDCs252333), 5/11/09 (invoice# CDCs253112), and currently in for and repeat service of something that has failed before. I have had three radio's replaced, difficulty starting and when started all the lights on the dashboard stayed on check engine, service traction control etc. I have had to jump start it and then the display read service battery charging station. We do a lot of traveling and since we have been expericeing these problems our trips do not seem to be has comfortable as we thought when we purchased this vehicle.

I will like to commend Mr. Brad kinder, Eddie Graham and Walt Harrison for all there efforts they have been very courteous in understanding our frustrations.

I look forward to hearing from you and addressing this/these problems/concerns.

Unitappy Customers



Wenonah G 6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 3018771181 HOURS: MONDAY THROUGH FHIDAY 7:00 A.M. TO 5:30 P.M. CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com





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Wenonah G

CAPITOL CADILLAC COMPANY

6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 SERVICE DIRECT LINE 240-737-0359

HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 6:00 P.M. SATURDAY 8:00 A.M. - 1:00 P.M. PICK-UP VEHICLE BEFORE 5:30 P.M. www.ecapitol.com

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CLINTON, I HOME:	MD	CONT:			PAGE 2	τ¢	Greenbeit, MD 2 -9600 · SERVICE )LL FREE: 1-800-4 www.ecapitol,	DIRECT: (240 23-8732	; 737-03
BUS: COLOR	YEAR	CELL: MAKE/MODEL		SER	VICE ADVISOR:	742 KEI	TH B KINE		TAG
COLON		WAREINODEL		· · · · · · · · · · · · · · · · · · ·			NILLAGE		1.1.2
BLACK	07	CADILLAC ESC			K66857R			55202	<u>TK85</u>
DEL. DATE	PROD. D	DATE WARR. EXP.	PROMIS	ED	PO NO.	RATE	PAYMENT	INV, I	DATE
23AUG08 DI	d		17:00 14	4 <u>JU</u> L10		0.00	CASH	14JUL	10
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09:30 07J	1.1 ח	09:05 14JUL1	n						
		CH_TYPE_HOURS				LIST	r net	<u>то</u>	[AL
		:							<b>.</b> .
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	-	22 CT1 0.40					16.16		.16
		7524 FILTER MOTOR OIL	·	:	· .	7.0° 3.8:			.99 .36
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55202 D2									
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	IMPORTANT CONSUMER NOTICE WHILE YOUR MOTOR		DESCRIPTION	TOTALS
	VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO YOUR MOTOR VEHICLE UNDER CENTAIN	ZEHICIE IS ON THE PREMISES IF THE AUTOMOTIVE REPAIR ACILITY, THE AUTOMOTIVE HOURS: EPAIR FACILITY MAY NOT Monday - Friday E RESPONSIBLE FOR 7:00 AM to 6:00 PM	LABOR AMOUNT	16.16
You may receive a			PARTS AMOUNT	23.35
questionnaire from General			GAS, OIL, LUBE	0.00
Motors in the next few weeks. If			SUBLET AMOUNT	30.00
for any reason you cannot grade us "Completely Satisfied" on each	CIRCUMSTANCES. YOU SHOULD ASK A	SATURDAYS	MISC. CHARGES	0.00
question, please contact your	REPRESENTATIVE OF THE	VE OF THE 8:00 AM TO 1:00 PM REPAIR JT THE EXTENT	TOTAL CHARGES	69.51
service advisor.	FACILITY ABOUT THE EXTENT		LESS INSURANCE	0.00
nialik jou,	INCLUDING THE EXTENT OF	PICK-UP VEHICLE BEFORE 5:30 PM	SALES TAX	1,40
	THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.		PLEASE PAY THIS AMOUNT	70.91

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*	nonah G			018771181	p.22
6500 CAP GREENBELT, 1 (301)	APITOL CADE PITOL DRIVE MARYLAND 20770 441-9600 E 1-800-423-8732	HOURS: MOND. 7:00 A.N CLOSEI PICK-UP VEHIC CASHIER HOURS	AY THROUGH 1. TO 5:30 P.M. 2 SATURDAYS LE BEFORE 5:	<b>HU</b> 30 P.M.	56 CC MMER 59455
	ADVISOR		NG NO.	CELL:	INVOICE NO.
48919	BRAD KINDE		K864	08/28/09	CDCS259456
	YEAR / MAKE / MODEL			BLACK/ DELIVERY DATE	P9579 DELIVERY MILES
I, MD	VEHICLE I.D. NO.	C/ESCALADE ESV/4	DR	08/23/08 SELLING DEALER NO.	16,415 PRODUCTION DATE
	<b>1</b> G Y F K	66857R		R. O. DATE	
	COMMENTS	·		08/24/09	REPRINT# 1
RGES				<b>_</b>	
1 TRIM ELECT CONCER CUSTOMER STATES RIGHT DEF SECURED TAB TO BACK GLASS	5		WARRANTY	You may questionnair	RTANT v receive a e from General in the next
QTYFP-NUMBER 1 25916031 CODEDESCRIPTION	TERMINAL 13.09 3	TOTAL - PARTS	WARRANTY 0.00	few weeks. If you cannot grad Satisfied" on	for any reason de us "Completely each question, patact your
LDIS COUPON DISCOUNT PDIS COUPON DISCOUNT		TOTAL - MISC	-20.00 -20.00 -40.00	service That	advisor. hk You, I Cadillac
TALS		MISC	-40.00		
RGES	JOB# 1 JOURNAL PREFIX	CDCS JOB# 1 TOTAL	-40.00	6276	
TRIM ELECTRICAL CUSTOMER STATES IGNITION CUT NEW KEY AND REPLACED	CYLINDER WON'T ALWAY TUR	0155 (1990) (19 <u>0</u> 7) (1990) N	WARRANTY		) Mer
	KEY-IGN L 2.187 9 CYLINDER 2.188 1	TOTAL 🔨 PARTS	WARRANTY	ON THE PRE AUTOMOTIVE F THE AUTOM	OTOR VEHICLE IS MISES OF THE REPAIR FACILITY, OTIVE REPAIR
			0.00	SIBLE FOR DA	MAGE TO YOUR
ARGES					LE UNDER CER-
1 BRAKE CONCERN CUSTONER WAS TOLD NEEDS R MACHINED ROTORS AND REPLA ADJUSTED PARKING BRAKE.	REAR BRAKES (TECH 55) ACED REAR PADS CLEANED &			SHOULD ASK Tive of thi Repair facili	
-QTYFP-NUMBER 1 15945636 TALS	PAD KIT 5.017 3	155.70 155.70 TOTAL - PARTS		THE INSURANCE THE AUTOM	THE EXTENT OF E COVERAGE OF OTIVE REPAIR
IALS		LABOR PARTS	336.00 155.70	FACILITY.	
ARGES	JOB# 3 JOURNAL PREFIX	CDCS JOB# 3 TOTAL	491.70	Thank	You For
· · · · · · · · · · · · · · · · · · ·				Uour B	You For usiness!!

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p.23

CAPITOL CADILLAC COMPANY

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6500 CAPITOL DRIVE GREENBELT, MARYLAND 20770 (301) 441-9600 TOLL FREE 1-800-423-8732 SERVICE DIRECT LINE 240-737-0359 HOURS: MONDAY THROUGH FRIDAY 7:00 A.M. TO 5:30 P.M. SATURDAY 8:00 A.M. - 1:00 P.M. PICK-UP VEHICLE BEFORE 5:30 P.M. www.ecapitol.com



CE	11		
чL		- *	

CUSTOMER NO 48919	BRAD KINDER	742 TAG NO K117	10/09/09	CDE5261948
	ABOR RATE	WillEAGE 45,459	BLACK/	^{\$} P9579
CLINTON, MD	YEAR/MAKE/MODEL 07/CADILLAC/ESCALAD	E ESV/4DR	08/23/08	DELIVERY MILES 415
	1 G Y F K 6 6 8 5	7 R	SELLING DEALER NO	PRODUCTION DATE
	F.T.E NO.	P.O. NO.	10766/09	
	COMMENTS		-	
JOB# 1 CHARGES				
LABOR J# 1 10CDZ01 CUSTOMER STATES WHILE DRIVING GETT ALSO GET WHILE BRAKING. SERVICE PADS AND ROTORS.ADDED SHIM		Meridian Enternal	questionnal Motors	DRTANT y receive a re from General in the next
PARTS·····QTY···FP-NUMBER·····DESCRI 1 41180606 BRAKE JOB# 1 TOTALS·····	TOTAL	- PARTS 0.00	reason you us "Comple on each qu	s. If for any cannot grade etely Satisfied" estion, please service advisor.
		4 707.	Tha Tha	nk You, Cadillac
JOB# 2 CHARGES	JUDANAL PREFIX CDCS JUB#			Gaumac
J# 2 01CDZLOF \$49.95 COMPLETED LUBE OIL AND FILTER CHAN PARTS·····QTY···FP-NUMBER·····DESCRI 1 89017524 FILTER 7 5615 MOTOR JOB# 2 TOTALS·····	GE PTIONLIST PRICE-UN 1.836 20 5.99 DIL 102 2.48 TOTAL		[	
	LABOR PARTS		MOTIVE REPAIR	ES OF THE AUTO- FACILITY, THE AU-
JOB提 3 CHARGES・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	JOURNAL PREFIX CDCS JOB#	2 TOTAL 49.95	NOT BE RESPO	NR FACILITY MAY
ABOR # 3 02CDZ12 12 HT INSPECTION PERFORM 12 POINT INSPECTION NO CHARGE	λα} - €1248 <b>(TEGH(S) : 55</b> -3, εφ ⁺ λγς Π	S 264-30-20-00-00	UNDER CERTAIL ES. YOU SHOUL SENTATIVE OF	MOTOR VEHICLE N CIRCUMSTANC- LD ASK A REPRE- THE AUTOMOTIVE TY ABOUT THE
12 POINT INSPECTION COMPLETED			EXTENT OF ITS	RESPONSIBILITY,
OB# 3 TOTALS			INSURANCE CO	EXTENT OF THE VERAGE OF THE
OB# 4 CHARGES	JOURNAL PREFIX CDCS JOB#	3 TOTAL 0.00	AUTOMOTIVE RE	PAIR FACILITY.
ABOR # 4 99CDZWASH (ONLY HAND WASH)		0.00		
OB# 4 TOTALS		4 TOTA: 0.00		1
DMMENTS HASE II CADILLAC	JOURNAL PREFIX CDCS JOB#	4 TOTAL 0.00	Thank:	_ You For usiness!!
PAGE 1 OF 2 CUSTOMER COPY		N NEXT PAGE] 08:01am	Your B	usiness!!

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### 6500 CAPITOL DRIVE **GREENBELT, MARYLAND 20770** (301) 441-9600 TOLL FREE 1-800-423-8732

CAPITOL CADILLAC COMPANY

HOURS: MONDAY THROUGH FRIDAY ¹7:00 A.M. TO 5:30 P.M. . CLOSED SATURDAYS PICK-UP VEHICLE BEFORE 5:30 P.M. CASHIER HOURS: 8:30 A.M. TO 5:30 P.M. www.ecapitol.com

								CELL	:	
° 48919			KINDE	R		742 TAG	[№] К864	INVOICE DATE 08/28/09		s 259456
		LABOR RATE		L		MILEAG	F	BLACK/	stock NC P95	79
TON, MD				L C/ESC		ESV/40	DR	DELIVERY DATE 08/23/08	DELIVERY	MILES <b>16,41</b> 5
		VENICLE LD		•				SELLING DEALER NC.	PROD_CT	
		F.TENO.				P 0. NO.		R. O. DATE 08/24/09	REP	RINT# 1
		COMMENTS				1		• •		
CDZ01 INT TRIM CONCERN CUSTOMER STATES DRIVERS I REPLACEC DOOR HANDLE.		DOOR HAN	TECHOS	)::55	1.3		WARRANTY		ORTANT	
•••••QTY•••FP•NUMBER-••••• 1 15920707 4 TOTALS•••••	HAND	LE 16.34 I	L		TOTAL	T PRICE- - PARTS	WARRANTY 0.00	questionna Motors few weeks. you cannot gr	s in the nex If for any n ade us "Co	eneral t eason mpletely
							0.00	Satisfied" of please	on each que contact yo	
5 CHARGES					-			Th Th	ce advisor. ank You,	
9cdzwash *NO charge wash*	•••••••		TECHIS	) • 5 <del>6</del> ***			- 6 00	Capit	tol Cadillac	
5 TOTALS						-				
	.10 <b>9</b> #		DEFTY	cocs		- <b></b>	0.00			
6 CHARGES		•••••		•••••	••••••	- <b></b>			S)	
9CDZGOLD Concentration Concent		-						HUN	/M	ER
6 TOTALS								WHILE YOUR		EHICLE IS
	J08#	6 JOURNAL	PREFIX	CDCS	JOB#	6 TOTAL	0.00	ON THE PR	EMISES	OF THE
		• • • • • • • • • •			•••••	· · · · · · · · ·	•••••	AUTOMOTIVE	MOTIVE	BEPAIR
	•			Т	OTAL P/	BOR	336.00 155.70	FACILITY MAY SIBLE FOR D	NOT BE	RESPON
PAID CAS	SH			Т	OTAL G.	BLET 0.G	0.00	MOTOR VEHI	CLE UNI	DER CER
				Ţ	TOTAL MI	SC CHG.	0.00 -40.00	TAIN CIRCU	MSTANC	ES. YOU
				Ţ	OTAL T	W	9.34	SHOULD ASK	HE AUT	OMOTIVE
				TOT	FAL IN	VOICE \$	461.04	REPAIR FACI	LITY AB	OUT TH
CUSTOMER SIGNATURE								EXTENT OF I		
						•		THE INSURAN		
								FACILITY.		
					•	/				
						-		Thank Nour E	Цои	For
								your E	Busin	ess!!

July 21, 2011



Dear

Thank you for your support of Cadillac. As we agreed, the necessary paperwork has been completed and forwarded to General Motors Protection Plan (GMPP) for the Smart Care plan on your 2007 Cadillac Escalade ESV, Vehicle Identification Number 1GYFK66857R

You will be notified by GMPP once the plan has been processed and you will receive complete details on your plan's coverage at that time. This letter will serve as your policy until you receive your plan confirmation. Should you require service prior to receiving your plan confirmation from GMPP, simply bring this letter to your local Cadillac Dealership. Your complete satisfaction is very important to us at Cadillac. We hope the issuance of this GMPP demonstrates our appreciation of you as a valued customer.

At Cadillac, our commitment to customer satisfaction is a top priority. If you have future questions, please don't hesitate to email us using the Contact Us link at Cadillac.com or call us at 1-800-458-8006.

Sincerely,

Cadillac Customer Assistance Center Service Request: 71-885922456

For more information regarding the maintenance and care of your vehicle, please visit www.gmownercenter.com. This free online service offers vehicle and ownership-related information and tools tailored to your specific vehicle.

#### **Report Vehicle GMPP: Summary**

Current as of: 11/23/2010 - 12:14 PM EST

Transaction Mode:	Online		
User ID:	1w5xs1		
User Role:	Central Office Administrator		
Timestamp Date:	2010-11-23 12:13:58.871		
Status	Pending		
Vehicle Identifier		<b>Customer Information</b>	
Vehicle Category:	GM, Used	Plan Customer:	Individual
VIN:	1GYFK66857R	Customer Type:	Owner
Sales Information			
Dealer Code:	32888	Clinton, Maryland,	
Action:	Add Protection Plan	Evening Phone:	
Odometer:	59000	Daytime Phone:	
Delivery Date:	11/22/2010	Ext:	
Reference number:		Primary Language:	English
		Secondary Language:	
Plan Lienholder			
	Other		
Plan Lienholder Lienholder Type:	Other Cadillac		
	Cadillac P.O. Box 33169 Detroit, Michigan 48232		
	Cadillac P.O. Box 33169 Detroit, Michigan 48232		
Lienholder Type:	Cadillac P.O. Box 33169 Detroit, Michigan 48232		
Lienholder Type:	Cadillac P.O. Box 33169 Detroit, Michigan 48232		
Lienholder Type: Protection Plans Plan Purchase Date:	Cadillac P.O. Box 33169 Detroit, Michigan 48232		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date:	Cadillac P.O. Box 33169 Detroit, Michigan 48232 11/22/2010 11/22/2010		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type	Cadillac P.O. Box 33169 Detroit, Michigan 48232 11/22/2010 11/22/2010		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type	Cadillac P.O. Box 33169 Detroit, Michigan 48232 11/22/2010 11/22/2010		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type Promotion Code:	Cadillac P.O. Box 33169 Detroit, Michigan 48232 11/22/2010 11/22/2010 GMPP Retail		
Lienholder Type: Protection Plans Plan Purchase Date: In Service Date: Schedule Type Promotion Code: Plan Type:	Cadillac P.O. Box 33169 Detroit, Michigan 48232 11/22/2010 11/22/2010 GMPP Retail Smart Care Retail		

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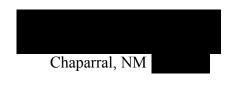


# OrderWORKBENCH

Rental Type:	None
Plan Price:	\$0.00
Tax:	\$0.00
Total:	\$0.00

# INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 21, 2011



Dear

We have received your request for assistance, but have been unable to contact you using the telephone number provided or any listed in our records.

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-222-1020. Please refer to the service request number listed below when you reach our representative.

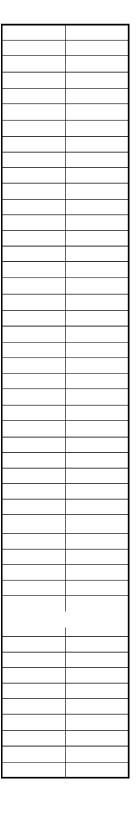
Total customer satisfaction is important to us at Chevrolet. If we can be of any assistance, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request Number: 71-895023747

T1-895661910         Iteana White           VI-000000000000000000000000000000000000	STRAIGHT-PAYMENT-LEASE REPURCHASE WORKSHEET - BRC COMMON										
Under Strate         Under Strate         Date: Topic duplic         Date: Topic duplic <thdate: Topic duplic         <thdate: Topic duplic<td colspan="4">File Number</td><td colspan="6">Customer Name Worksheet Filled Out By:</td></thdate: </thdate: 	File Number				Customer Name Worksheet Filled Out By:						
Vehicle VIN: 10HF:14377.XXXXXX         Date: February 16, 2011           1         To calculate usage: 1         1         To calculate usage: 1         1         Base Price         \$46,874.00         1         Down Pmt / Cap Cost Reduction         \$0.00           1         Use ONLY one of the 4 methods in this column of 3         Conversion / Upfit Cost         \$0.00         1         Pmts (includes tismonth filesce)         \$0.00           3         follow applicable lemon law formula for your state 4         State Fees         \$0.00         1         Reg/Lic/Title Fees (Bases only)         \$0.00           5         A USAGE USING LL_FORMULA         5         Aftermarket items         \$0.00         Aftermarket items         \$0.00 <td colspan="9"></td> <td></td>											
IGNEK16377JXXXXX         February 16, 2011           USAGE FORMULAS         FORMULAS         FORMULAS         PAYMENT CAP, La WY OR LASE REPURCHASE           1         To calculate usage:         1         BAYMENT CAP, La WY OR LASE REPURCHASE           1         To calculate usage:         1         Base Transmith T REPURCHASE         Status T To calculate usage:         1         Base Transmith T REPURCHASE         Status T To calculate usage:         1         Base Transmith T REPURCHASE         Status T To calculate usage:         Status T To calculate usage: <th cols<="" td=""><td colspan="10"></td></th>	<td colspan="10"></td>										
USAGE FORMULAS         STRAIGHT REPURCHASE - BASE         PAYMENT (CA, FL & WN) OR LEASE REPURCHASE           1         To calculate usage:         1         Base Price         \$46,874.00         1 Down Pmt / Cap Cost Reduction         \$0.00           3         follow applicable lemon law formula for your state         3         Reg./Lic./Title Fees         \$0.00         2         Pmts (includes 1st month if lease)         \$0.00           4         Use ONLY one of the 4 methods in this column or 2         Conversion / Upfit cost         \$0.00         2         Pmts (includes 1st month if lease)         \$0.00           5         A USAGE USING L.L. FORMULA         6         Aftermarket Items         \$0.00         5         Atterarket Items         \$0.00           6         Base Price/Total Repurch Price         \$46,874.00         5 Sales Tax         \$1,824.90         Other-Explain         \$0.00           7         Mileage         16,667         7 Finance Charges         \$20.00         7 Other-Explain         \$0.00           10         100         10         To tat Purchase Price         \$48,44.06         10 Totat Purchase Price         \$48,44.06         10 Totat Purchase Price         \$48,44.06         10 Totat Purchase         \$0.00         14         Lie charges         \$0.00         \$0.00         \$0.00         \$0.0											
1         To calculate usage:         1. Base Price         \$46,874.00         1. Down Pmt / Cap Cost Reduction         \$0.00           2         Use ONLY one thre 4 methods in this column or         3. Reg/Lo/Tille Fees         \$80.00         4. Tax (leases only)         \$0.00           6         Base Price/Total Repurch Price         \$46,874.00         6. Sales Tax         \$1.624.00         6. Other-Explain         \$0.00           7         Mileage         16.667         7. Finance Charges         \$0.00         7. Other-Explain         \$0.00           9         Usage         \$7.812.49         9. Deposit         \$200.88         9. Other-Explain         \$0.00           10         10         10.10         Total Purchase Price         \$48,843.69         10         Total Auditions         \$0.00           12         12         12. Usage/Depreciation         \$7.812.49         12. Usage/Depreciation         \$7.812.49         12. Usage/Depreciation         \$7.812.49         13											
2         Use ONLY one of the 4 methods in this column or 1 follow applicable lemon law formula for your state 3 follow applicable lemon law formula for your state 4 State Fees         \$0.00         2         Pmts (includes 1st month if lease)         \$0.00           4         State Fees         \$0.00         1         Tax (leases only)         \$0.00           5         A. USAGE USING L.L. FORMULA         5         A termarket terms         \$0.00         5         A fermarket terms         \$0.00         5         A termarket terms         \$0.00         6         Other-Explain         \$0.00         5         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0											
3         follow applicable lemon law formula for your state         3         Reg./LiC/Title Fees         \$\$20.00         3         Reg/LiC/Title Fees (leases only)         \$0.00           4         State Fees         \$0.00         4         Tax (leases only)         \$0.00           6         Base Price/Total Repurch Price         \$46,874.00         6         Sates Face         \$1.024.00         6         Other-Explain         \$0.00           7         Mileage         16.667         7         Finance Charges         \$0.00         7         Other-Explain         \$0.00           8         Denominator         100.000         8         Document Fee         \$38.48         8         Other-Explain         \$0.00           10         Total Purchase Price         \$48,843.06         10         Total Additions         \$0.00           11         B.USAGE - NEGOTIATED         \$0.00         \$1         Late charges         \$0.00         14         Let charges         \$0.00           12         12         13         Damage         \$0.00         14         Let charges         \$0.00           14         C.USAGE USING CENTS/MILE         14         Let charges         \$0.00         15         Over-Allowance         \$0.00	1										
4         Stafe Fees         \$0.00         4         Tax (leases only)         \$0.00           5         A. USAGE USING L.L. FORMULA         5         Aftermarket Items         \$0.00         5         Aftermarket Items         \$0.00         6         Aftermarket Items         \$0.00         7         Mileage         16,667         7         Finance Charges         \$0.00         7         Other-Explain         \$0.00         8         0.00         7         Other-Explain         \$0.00         8         0.00         7         Other-Explain         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00											
5         A. USAGE USING L.L. FORMULA         5         Aftermarket Items         \$0.00         5         Aftermarket Items         \$0.00           6         Base Price/Total Repurch Price         \$46,874.00         6         Sales Tax         \$1,624.00         6         Other-Explain         \$0.00           7         Other-Explain         \$0.00         7         Other-Explain         \$0.00           8         Denominator         100,000         8         Document Fee         \$348,843.06         10         Other-Explain         \$0.00           9         Usage         \$7,812.49         Deposit         \$20658         9         Other-Explain         \$0.00           10         Total Purchase Price         \$48,843.06         10         Total Additions         \$0.00           12         10         Total Purchase Price         \$48,843.06         10         Total Additions         \$0.00           13         Damage         \$0.00         15         Usage/Depreciation         \$7,812.49           14         Late charges         \$0.00         13         Damage         \$0.00           14         C. USAGE USING CENTS/MILE         14         Late charges         \$0.00         16         Neen-Allowance         \$0.00 <td></td> <td colspan="2">follow applicable lemon law formula for your state</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>		follow applicable lemon law formula for your state									
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ACV OF TRADE \$ - Do not include fuel fill credit											
Authorized Signature         Date         DIFFERENCE         \$ 21,941.01         Include GM card points		Authorized Signature	Date			\$ 21,941.01		•			
ACV=actual cash value Form Rev. 04/28/2006					ACV=actual cash value			Form Rev. 04/28/2006			

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.





# INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

March 14, 2011

Aimee A. Schatz Kopka Pinkus Dolin & Eads, LLC 9801 Connecticut Drive Crown Point, IN 46307

RE: v. General Motors Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Rachal

Dear Ms. Schatz:

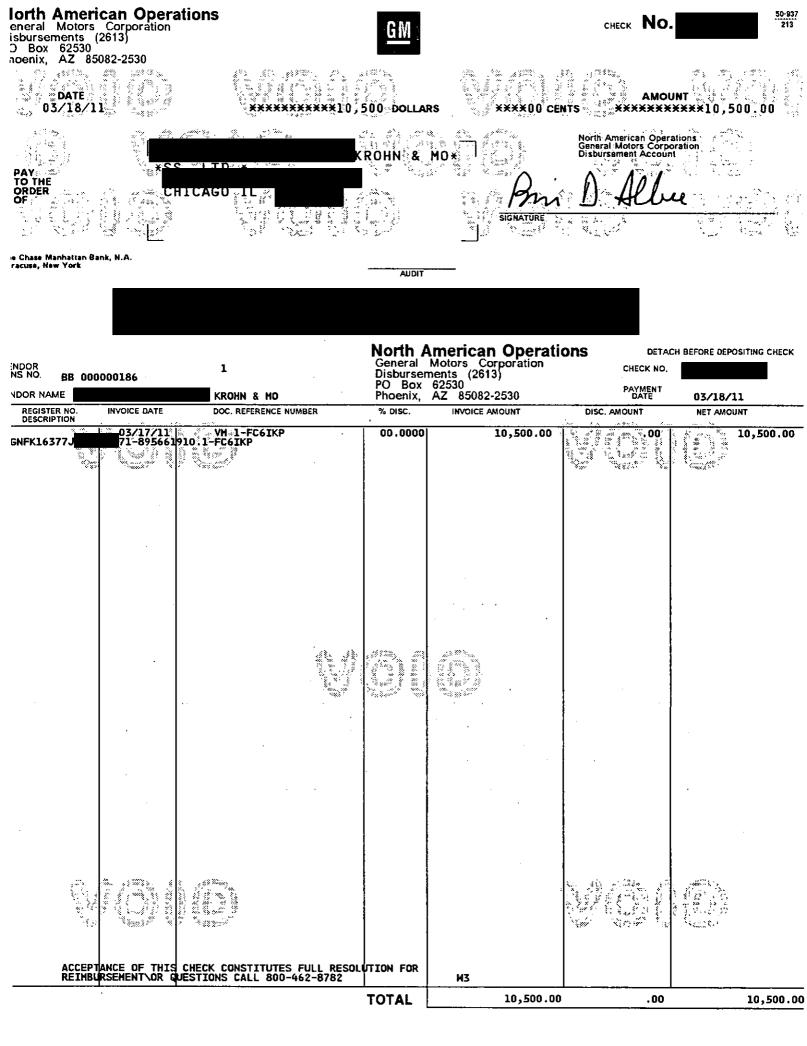
Enclosed please find a check in the amount of \$10,500.00 made payable to Billy Crittendon and Krohn & Moss, Ltd. to settle the above-referenced case.

If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above and a Customer Relationship Specialist will be happy to assist you.

Sincerely,

General Motors

LG0062 V10132009



03-12-10A09:13 RCVD -

\$0.4 US POSTA

Infinite III and Information PO Box 33170 Detroit MI 48232-5170

In the Instantial Instantial Instantian I for the Instantial Instantia

Krohn & Moss, Ltd.

California, Flarida, Illinois, Inchena, Kantucky, Minnerota, Missouri, Norada, Ohio, Tazas, Washington DC, Wisconsin

Main Office 120 West Madison, 10⁴ Floor Chicago, Illinois 60602 www.krohnandmoss.com

Writer's Direct Number (312) 578-9428 Ext.216 Writer's Direct Facsimile (866) 309-9458 Writer's Direct B-Mail gm cos @con sum crlowcenter.com

Writer licensed to practice only in: Illinois Wisconsin

November 30, 2010

General Motors Corporation PO Box 33170 Detroit, MI 48232-5170

RE:

:

v. General Motors LLCVehicle:2007 Chevrolet SuburbanVIN:1GNFK16377J

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

<u>Having been formally notified of our representation, you are instructed not to contact our</u> <u>client under any circumstances.</u> <u>Direct all inquiries to this office.</u> If you fail to act in <u>conformity with this directive, injunctive relief will be sought against you.</u>

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and nonconformities include, but are not limited to:

1. Defective electrical system as evidenced by the illumination of the service and oil light;

2. Defective engine as evidenced by the vehicle's excessive consumption of oil;

3. Defective body & trim as evidenced by the vehicle's driver door pops open; and

4. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

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## Page 2

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The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. <u>Rester v. Morrow</u>, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. <u>Kure v. Chevrolet Motor Division</u>, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

# Page 3

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, dawsuit will be filed.

Sincerely,

Gregory H. Moss Attorney at Law

GM/nb cc:



# VIA FAX ONLY

12/3/10

Jim Bell Phillips Chevrolet Routes 30 and 45 Frankfort, IL 60423

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: IGNFK16377J Customer Relationship Specialist: Marcia

Dear Jim Bell:

This is a letter of notification regarding a not-in-suit-matter involving the above referenced customer. Please provide us with copies of all dealer sales and service documents regarding this vehicle. The specific documents needed are:

- All sales purchase and finance agreements, including a conversion invoice (if any), the incentives acknowledgement form, and the Actual Cash Value statement of any trade.
- Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to include front and back as well as technician notes). Also, include any receipts for aftermarket or dealer add-ons.

Please fax them to the number on the fax cover sheet. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

Chevrolet



# VIA FAX ONLY

12/3/10 Jim Benedetto Steve Foley 200 SKOKIE BLVD NORTHBROOK IL 60062

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: IGNFK16377J Customer Relationship Specialist: Marcia

Dear Jim Benedetto

This is a letter of notification regarding a not-in-suit-matter involving the above referenced customer. Please provide us with copies of all dealer sales and service documents regarding this vehicle. The specific documents needed are:

- All sales purchase and finance agreements, including a conversion invoice (if any), the incentives acknowledgement form, and the Actual Cash Value statement of any trade.
- Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to include front and back as well as technician notes). Also, include any receipts for aftermarket or dealer add-ons.

Please fax them to the number on the fax cover sheet. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

Chevrolet

	SUBURBAN 4WD 1/2 TON LT	(	GENERAL MO		PORATION
63U	SPORT RED METALLIC	/V8G	& SUBSIDIA	ARIES	
193 ODDE	EBONY R NO. KFVQVJ/TRE STOCK NO		RENAISSAN	CENTER	
ORDE	A NO. KFVQVJ/IRE SIOCK NO	•	DETROIT	MI 48	3243-1114
* * * * * ^ T IV	1GN FK16 37 7J	<b>+++++++</b> ++	AFHICPE II	NVOICE IAL	J91891993
	L & FACTORY OPTIONS	мсрр	INV AMT		STOCK
	0.0 C CUDUDDAN AND 1/0 TON IT	20060 00	26471 00		no/no/nc
DLA	2ND ROW BUCKET SEATS 3-PASSENGER, 3RD ROW SEAT POWER SLIDING SUNROOF GVW RATING-7400 LB FEDERAL EMISSIONS REAR AXLE - 3.73 RATIO LOCKING REAR DIFFERENTIAL VORTEC 5300 V8 SEL ELEX-EVEL	490.00	406 70	SHIDDED (	18/02/06
703 VD3	3-PASSENGER 3RD ROW SEAT	100 00	400.70 83.00	FXP I/T (	)8/02/00
	POWER SLIDING SUNROOF	995 00	825 85	INT COM (	0707/06
CEC	GVW RATING-7400 LB	N/C	N/C	PRC EFF (	08/02/06
EE9	FEDERAL EMISSIONS	N/C	N/C	KEYS G122	(1, 6122)
GT4	REAR AXLE - 3 73 RATIO	N/C	N/C	WEP-S OTE	2 OPT-1
G80	LOCKING REAR DIFFERENTIAL	295.00	244.85	BANK: GMA	C - 154
LC9	VORTEC 5300 V8 SFI FLEX-FUEL	N/C	N/C	CHG-TO	11-509
M3 0	4-SPD AUTOMATIC TRANSMISSION	N/C	N/C		
OAS	VORTEC 5300 V8 SFI FLEX-FUEL 4-SPD AUTOMATIC TRANSMISSION P265/70R17 ALS WOL TIRES MISSING OPTION CREDIT,	125.00	103.75	SHIP WT:	5637
ÃбІ	MISSING OPTION CREDIT,	365.00-	302.95-	HP:	45.7
	VEHICLE PRODUCED WITHOUT:			GVWR:	7400
	* REAR PARKING ASSIST			GAWR.FT:	
	* POWER ADJUSTABLE PEDALS			GAWR.RR:	4200
UQA	VEHICLE PRODUCED WITHOUT: * REAR PARKING ASSIST * POWER ADJUSTABLE PEDALS BOSE PREMIUM SPEAKER SYSTEM	495.00	410.85	GMS:	41142.30
UVA	AM/FM STEREO W/CD/DVD/MP3 (REQUIRED W/REAR DVD, REPLACE STD/OPT RADIO)	N/C	N/C	SUPPLR:	42990.33
	(REQUIRED W/REAR DVD, REPLACE	S		MRM:	46874.00
	STD/OPT RADIO)				
U2K	XM SATELLITE RADIO - SERVICE		165.17	MEMO	2223.70
	FEE EXTRA. 1ST 3 MONTHS INCL				
	REAR SEAT ENTERTAINMENT SYSTEM				
		45.00			
2LT	SUBURBAN LT2 EQUIPMENT GROUP:	2440.00	2025.20		
	* FRONT LEATHER APPOINTED				
	BUCKET SEATS				
	* 2ND ROW LEATHER APPOINTED				
	SEATS				
	* TRI-ZONE AUTOMATIC AIR COND				
	* POWER ADJUSTABLE PEDALS				
	* REMOTE VEHICLE STARTER				
	* AM/FM STEREO WITH MP3				
	COMPATIBLE 6-DISC CD CHANGER				
	(REPLACES STD RADIO) * UNIVERSAL HOME REMOTE				
	* UNIVERSAL HOME REMOTE * REAR PARKING ASSIST				
	ICICCA DWINNA' NAUN "				

** CONTINUED ON PAGE 2 **

STEVE FOLEY CHEVROLET, INC.

2007 SUBURBAN 4WD 1/2 TON LT	GENERAL MOTORS CORPORATION
63U SPORT RED METALLIC	/V8G & SUBSIDIARIES
193 EBONY	RENAISSANCE CENTER
ORDER NO. KFVQVJ/T <u>RE</u> STO	DCK NO. DETROIT MI 48243-1114
VIN 1GN FK16 37 7J	VEHICLE INVOICE 1AD91891993
* * * * * * * * * * * * * * * * * * * *	**************************************
MODEL & FACTORY OPTIONS	MSRP INV AMT RETAIL - STOCK
** CONTINUED FROM PAGE 1 **	

TOTAL MODEL & OPTIONS	45974.00	41546.52	ACT 237	41067.30
DESTINATION CHARGE	900.00	900.00	H/B 261	1379.22
LAM DEALER CONTRIBUTION		459.74	ADV 261	459.74
LAM GROUP CONTRIBUTION		459.74	EXP 65A	459.74

STEVE FOLEY CHEVROLET, INC.

REMIT TO GMAC NO. 154 VIN 1GNFK16377J \$ 43366.00 INV 1AD91891993 DUE 08/07/06 DEALER 11-509

# Marcia Fisher/Austin/GM1Tobrent.palmer@gm.com12/03/2010 02:16 PMccbccbccSubjectNISM

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Mr Brent Palmer

Hi, my name is Marcia. This email is to follow up on my voicemail regarding Service Request 71-895661910 for customer The customer's vehicle is a 07chevrolet suburban with 37,000 miles. The VIN is 7J The customer has been working with Phillips Chevrolet in Frankfort, IL. Technical Assistance Center has been involved. tac case SP-10954611. Due to time constraints, your response to this e-mail is required within **48** hours.

This is a Not in Suit Matter. This means a demand letter has been sent to our office by the customer's attorney indicating that the customer may pursue a lawsuit unless GM can resolve the customer's vehicle concern. We are reviewing this case for possible settlement in our Early Resolution program. The settlement offers can range from denial up to repurchase, depending on the severity of the concerns. Because of this, we would like you to review the following options:

A) I have information on this case that may assist in your review (please provide in your reply). I will review any repurchase or replacement offer before it is made. I would also like to be notified of the BRC decision to offer cash or other goodwill settlement.

B) I am not aware of this vehicle or customer's concerns. However, I will review any repurchase or replacement offer before it is made. I would also like to be notified of the BRC decision to offer cash or other goodwill settlement.

C) I have information on this case that may assist in your review (please provide in your reply). However, I agree to cede the final decision on this case to the Early Resolution program (You will be notified of the resolution after the settlement has been reached).

D) I am not aware of this vehicle or customer's concerns. I agree to cede the final decision on this case to the Early Resolution program (You will be notified of the resolution after the settlement has been reached).

*If a response is not received within 48 hours the default assumption is option "B".

Please reply only by email with one of the above options within **48** hours. Your written feedback will be documented and e-mail attached to our case, and is an important step in our accurate and timely case resolution. If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 



#### VIA FAX ONLY

December 3, 2010

Gregory Moss, Esq. Krohn & Moss, Ltd. 5055 Wilshire Blvd Ste 300 Los Angeles, CA 90036

> Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Marcia

Dear Mr. Moss:

RE:

This is to advise that General Motors is in receipt of the above referenced case dated 12/3/10. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

In order to do a thorough review and assessment of this case, General Motors would appreciate your prompt assistance in having the attached Release of Lien Information form completed and faxed to the number on the fax coversheet within the next five (5) days.

In addition, if any of the items below are marked, please send the requested information either to the fax number on the fax cover sheet, or to the address below as soon as possible.



Copy of owner's current title and/or registration Other: Release of Claim

$\bowtie$	
$\boxtimes$	

Finance agreement Buyer's agreement

General Motors ATTN: BRC Legal P.O. Box 33170 Detroit, MI 48232

If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above and a Customer Relationship Specialist will be happy to assist you.

Sincerely,

General Motors

# **RELEASE OF LIEN INFORMATION**

	Client's Name)
hereby authorize	
. (I	Lien holder Name)
(Lien holder Address)	(Lien holder Phone Number)
to release any and all information regardin	ng my loan account #(Account Number)
with	
(Lien holder Name)	
loan payoff amount, and per diem informa Date	
VEL	HCLE INFORMATION
V EI	
The current vehicle mileage is	Date mileage read:

Marcia Fisher/Austin/GM1

To gmoss@consumerlawcenter.com

12/03/2010 04:20 PM

cc bcc

Subject acknowledgment, Crittendon

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Greg Moss

your fax isnt working, we did recieve your case for this client here a the GM legal department.



atly acknowledgment.doc

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 

brent.palmer@gm.com 12/03/2010 03:45 PM To marcia_fisher@gmexpert.com

сс

bcc

Subject Re: NISM

A) I have information on this case that may assist in your review (please provide in your reply). I will review any repurchase or replacement offer before it is made. I would also like to be notified of the BRC decision to offer cash or other goodwill settlement.

I believe we should offer a repair per GM's latest service bulletin that has been recently released to address the customer's oil consumption concern. The engine that was replaced was an attempt to resolve the concern and satisfy the customer since the service repair procedure was still in development. Please feel free to contact me regarding this case.

See bulletin 10-06-01-008A: Engine Oil Consumption on Aluminum Block Engines with Active Fuel Management (AFM) (Install AFM Oil Deflector and Clean Carbon from Cylinder) - (Sep 28, 2010)

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: brent.palmer@gm.com

From: marcia_fisher@gmexpert.com To: brent.palmer@gm.com Date: 12/03/2010 01:32 PM Subject: NISM

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Mr Brent Palmer

Hi, my name is Marcia. This email is to follow up on my voicemail regarding Service Request 71-895661910 for customer Crittendon. The customer's vehicle is a 07chevrolet suburban with 37,000 miles. The VIN is 7J

The customer has been working with Phillips Chevrolet in Frankfort, IL.Technical Assistance Center has been involved. tac case SP-10954611. Due to time constraints, your response to this e-mail is required within 48 hours.

This is a Not in Suit Matter. This means a demand letter has been sent to our office by the customer's attorney indicating that the customer may pursue a lawsuit unless GM can resolve the customer's vehicle concern. We are reviewing this case for possible settlement in our Early Resolution program. The settlement offers can range from denial up to repurchase, depending on the severity of the concerns. Because of this, we would like you to review the following options:

A) I have information on this case that may assist in your review (please provide in your reply). I will review any repurchase or replacement offer before it is made. I would also like to be notified of the BRC decision to offer cash or other goodwill settlement.

B) I am not aware of this vehicle or customer's concerns. However, I will review any repurchase or replacement offer before it is made. I would also like to be notified of the BRC decision to offer cash or other goodwill settlement.

C) I have information on this case that may assist in your review (please provide in your reply). However, I agree to cede the final decision on this case to the Early Resolution program (You will be notified of the resolution after the settlement has been reached).

D) I am not aware of this vehicle or customer's concerns. I agree to cede the final decision on this case to the Early Resolution program (You will be notified of the resolution after the settlement has been reached).

*If a response is not received within 48 hours the default assumption is option ``B''.

Please reply only by email with one of the above options within 48 hours. Your written feedback will be documented and e-mail attached to our case, and is an important step in our accurate and timely case resolution. If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

General Motors

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

Confidentiality Note: This message is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged material. Any review, transmission, dissemination or other use, or taking of any action in reliance upon this message by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please

contact the sender and delete it from your computer.

Marcia Fisher/Austin/GM1

To brent.palmer@gm.com@SITELCWEB

12/03/2010 06:44 PM

bcc

сс

Subject Re: NISM

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Brent Palmer

just for clarification will customer be responsible to pay for repair or will dealer be able to goodwill it. the customer is outside of bumper to bumper warranty by about 2 months.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 

Marcia Fisher/Austin/GM1

To brent.palmer@gm.com@SITELCWEB

12/06/2010 01:16 PM

cc bcc

Subject Re: NISM

RE: Customer Last Name Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

**Dear Brent Palmer** 

I will let the customers attorney know about the this offer, I have not received the repair orders from the dealer yet, I will be calling them again later today, but if you could also let them know that I need the repair orders as soon as possible that would be great, thanks.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 



brent.palmer@gm.com 12/06/2010 01:04 PM To marcia_fisher@gmexpert.com

bcc

сс

Subject Re: NISM

History: 🖉 This message has been replied to.

I believe this is covered by the 5/100 powertrain warranty. If not, it would be 100% goodwill due to previous history and vehicle is just outside of the bumper-to-bumper.

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: brent.palmer@gm.com

From: marcia_fisher@gmexpert.com To: brent.palmer@gm.com Date: 12/03/2010 05:45 PM Subject: Re: NISM

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7 Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Brent Palmer

just for clarification will customer be responsible to pay for repair or will dealer be able to goodwill it. the customer is outside of bumper to bumper warranty by about 2 months.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

General Motors

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# **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

#### **BRC CASE ASSESSMENT**

Latest Revision Date:

#### All Fields Are Required

(Do not delete or modify any sections of this form)

SR: 71-895661910GM LegaBy: MarciaNegotiat		File / BBB Case No.: N/A pr: N/A		
Customer Last Name: <b>Only customer's last name to be recorded.</b> Vehicle ID No.: 1GNFK16377J220100	<mark>Do not include first name.</mark> In Service Date: 9/29/07	State: IL Vehicle Purchased: New	BAC Code: 189457	
Year, Make & Model: 2007 Chevrolet	t Suburban	Vehicle Purchased Us odometer n/a	sed on: n/a at	
Current Mileage: 37,000 Sale Type: Purchase Lease	Other:N/A :N/A	Dealer Name : Phillip CAM Name:Rob Johr Phone Number: 630 DVM Name: Brent Pa Phone/Cell Number:	ison -961-6817 almer	
Purchase Price of Vehicle: \$ 46,874				
Was TAC contacted for this vehicle (	Y/N)? : yes	DVM requests involv	ement?:yes	
Attorney Involvement: Greg Moss Phone Number : Krohn & Moss		Service Manager Nar Phone Number : (81		

Fax Number : 312-578-9428 ext 216

Are there **additional** field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary. No

Are there **additional** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary.

Yes. Steve Foley Chevrolet, now closed, no repairs done just SELLING DEALER. 8475644090, fax: 8478492263

#### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption.TAC Recommendations -Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Techlink article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation. N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

x Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

x N/A Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

□ Brakes	5			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 Engine	e/Fuel/Ex	<u>khaust</u>		
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/13/09	335003	1	15,794	Phillips Chevrolet Concern: C/S SES light is on, gas cap light came on.

5/4/09	337943	4	17,097	Correction: Evaporative Emission Canister Purge Solenoid Valve Replacement. Phillips Chevrolet
				Concern: vehicle 2 quarts low in less than 2000 miles.
				Cause: aggressive lifters
				Correction: Valve Lifter Replacement - Both Sides
7/21/09	342802	4	20,006	*rental provided* Phillips Chevrolet
				Concern: C/S low oil level light comes on.
				Cause: low oil
				Correction: No repairs available at this time, tac was contacted.
9/28/09	347250	5	23,042	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level
				Cause: oil level
				Correction: contacted and approved engine replacement, install engine replacement.
11/23/10	376967	1	36,506	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level light came on.
				Cause: low oil
				Correction: adjust oil level.
□ <u>Restra</u>	<u>aints</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 <u>Steeri</u>	ng			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Trans</u>	<u>mission</u>			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Axle</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9/28/10	372608	4	34,927	Phillips Chevrolet

Concern:C/S poping noise when taking off.

Cause: advised new tire may cause condition if driving in auto 4x4 mode.

Correction: Slip Joint, Propeller Shaft – Replace

* rental vehicle*

Body/Trim

<u> </u>				
<u>Date:</u> 5/4/09	<u>RO #:</u> 337943	<u>Days Out</u> : *	<u>Mileage:</u> 17,097	Description of Complaint and Repair Performed: Phillips Chevrolet
				Concern: C/S states inside door handle peeling
				Cause: door handle peeling
				Correction: Front Side Door Inside Handle Replacement - Right Side
8/24/09	344834	1	21,752	* 2 day rental* Phillips Chevrolet
				Concern: moldings discolored left and right side.
				Cause: moldings
				Correct: Buff/clean moldings as needed.
9/28/09	347250	*	23,042	Phillips Chevrolet
				Concern: door keeps poping
				Cause: door poping
1/29/10	255328	1	26,465	Correction: lube hinges. Phillips Chevrolet:
				Concern: door keeps poping.
				Cause:door poping.
9/28/10	372608	*	34,927	Correction: lube hinges. Phillips Chevrolet:
				Concern: C/S all side moldings discolored.
				Cause: moldings discolored
				Correction: refinish all moldings.
				Concern: C/S second row drivers side arm rest loose.
				Cause: loose at frame.
				Correction: adjust and secure.

Concern: door pops when opening.

Cause: roller frozen

Correction: replace door hinges. Concern: front emblem peeling.

Cause: peeling

Correction: replace emblem.

Chass	<u>is</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	iaal			
□ <u>Electr</u>				
Date:	<u>RO #:</u>	<u>Days Out</u> :	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Glass</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	<u>N/A</u>	N/A	N/A	N/A
□ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 <u>Paint</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	_			
Suspe	ension			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
<u>Whee</u>	<u>l/Tires</u>			
Date:	<u>RO #:</u>	<u>Days Out</u> :	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗆 Recal	ls / Camp	paigns		
Date:		Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
		·		
□ <u>Other</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A

# Important: SES light is to be captured under affected component above.

# ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Did you confirm your a ADR)/attorney (if Leg	een involved in an accident? (Y or N) N answer with the dealer/Customer (if Y al)? (Y or N) was sustained (example: front end collision)?	
	if the vehicle was in an accident? (Y or N) any insurances claims on this Vehicle? (Y or N) nformation below	N/A N/A
Insurance Company:	N/A	_
Insurance Rep : (First and Last Name)	N/A	_
Phone # N/A		_
Claim Made? (Y or N):	N/A	_
Claim Status: Pending/Denied/NA	N/A	_
Claim # N/A		_
Did Insurance Compa	ny refer customer to GM? (Y or N)	N/A
If Yes. Did the insurar	nce company deny the claim? (Y or N)	N/A
AFTERMARKET MO Are there any Afterma	<b>DIFICATIONS:</b> orket Modifications to the Vehicle? (Y or N)	_N
	et, please list: alled or third party installed as well as date and mileage if y. Include the name of the third party installer.	
Have you confirmed m	nodification with the dealership? (Y or N)	<u>N/A</u>
<b>Concern:</b> 71-745393312 light. closed UTC, no goo	<b>FROM All SR's RELATED TO THIS VIN:</b> 2 - CAC- opened 7/30/09 closed:11/12/09, gas cap ligh odwill. opened 7/30/09 closed:11/12/09 no goodwill offered. c	. 2
\$100 maintenance letter	9-survey-opened 11/6/10 closed 11/16/10 transmission : opened 11/6/10 closed 11/16/10, \$100 maintenance le	•
<b>Concern:</b> 71-89272135	4-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, clo	osed because

customer contacted the lawyer, no goodwill offered. **Date & Offer/Result:** 11/23/10 closed 11/30/10, closed due to customer retaining attorney.

## BBB PROGRAM SUMMARY ASSESSMENT: (Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? N/A

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:  $\ensuremath{\mathsf{N}/\mathsf{A}}$ 

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State:

N/A

# **Customer/Plaintiff Seeks:**

repurchase

## **Customer/Plaintiff Theory:**

Describe customer's theory of case from Demand and CAC notes (if applicable), include any specific allegations regarding # of repair visits, days out of service, or specific alleged violations. Numerpus defects including electrical, engine, body and trim.

<b>Note: This section only applicable for Legal cases</b> Is Lemon Law Pled/Alleged?: Yes						
IL	Claimed Presumptive?	no				
yes	If not, why?	N/A				
T	Alleged?:	Alleged?:     Yes       L     Claimed Presumptive?				

State Presumption Is:						
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 buisiness days			
<pre># of visits for a Safety Complaint?</pre>	n/a	<pre># of Visits Total?</pre>	n/a			
Must Complaint Continue to Exist?	yes	Final Repair/Arbitration Required?	yes			
Time Period for filing a Claim?	18 months filii	ing, 12 months				
	12,000 miles					

# Vehicle Service History (During Presumptive Period) is:

<pre># of Visits for a Non-Conformity?</pre>	0	<pre># of Days out of Service?</pre>	1
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	0
Complaint appears to Continue?	yes	Final Repair/Arbitration Complete?	no

# Does History appear Presumptive: no

Vehicle Service Hi	istory (Du	ring Limited Warranty Period)	is:
<pre># of Visits for a Non-Conformity?</pre>	4	# of Days out of Service?	22
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	9
Must Complaint Continue to Exist?	yes	Final Repair or Arbitration Req'd?	yes
Related Repairs beyond N	/LW:	yes	
Customer Pay?	NO	If no, identify responsible party:	N/a
Additional Days out of Service?	1	Additional # of Repair Visits?	1
Other Considerations:		no	
Outcome/Findings of Arb/Final Repa	air:	n/a	
Prior Goodwill/reimbursement:	yes	\$100 maintenance letter 11/16/10	
Out of Pocket Expenses:	no	n/a	

# **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

#### Pertinent vehicle information provided by DVM/DSM/CAM:

FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

#### Pertinent vehicle information provided by dealer Service Manager:

none

## Identify at least three main strengths of the customer's case?

-significant repairs for oil consumption-

#### Identify at least three main weaknesses of the customer's case?

-all repairs occurred after the presumption period--customer is out of filing time-

-no days out of service.

Are there any considerations to be made under other applicable laws? (Explain in detail)

Customer was told in SR # 71-745393312 that engine repair would not for sure fix the oil consumption issue, she decided to go through with repair anyway.

## **Recommendation:**

Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$4000-\$6000 cash settlement and complete necessary repair at no cost.

## **Rationale:**

\$4000-\$6000 cash settlement due to number of repairs for oil consumption.

# Settlement/Defense Strategy:

Customer appears not to be in presumption offer cash settlement for repairs on consumptiomn

# **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Add additional lines for addit	ional offers/counter offers.		
Plaintiff's Original Demand:Amount to Plaintiff/Atty:\${Amount}/\${Amount}Inclusive Offer:\${Amount}		Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>PLAINTIFF Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
<b>CRS Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance.

# HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees [Amount}	(if applicabl	le):
<b>Recommendation of</b>	Field:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees [Amount}	(if applicabl	le):
Final Decision:		Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase R	lepair}		torney Fees [Amount}	(if applicabl	le):

**TEAM LEAD APPROVING:** 

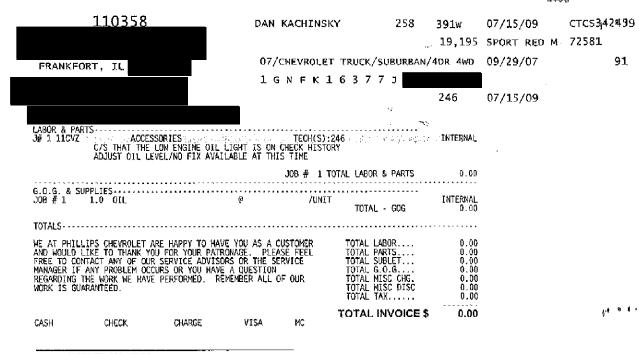
{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.
Brakes	All mechanical, electrical, or fluid related components of the Brake system.
Chassis	All frame, bumper and hitch components.
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.
Glass	All glass and window components.
HVAC	All components related to heating, air conditioning and temperature.
Paint	All paint specific issues (Not metal related).
Restraints	All SIR, airbags and seatbelt issues.
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.



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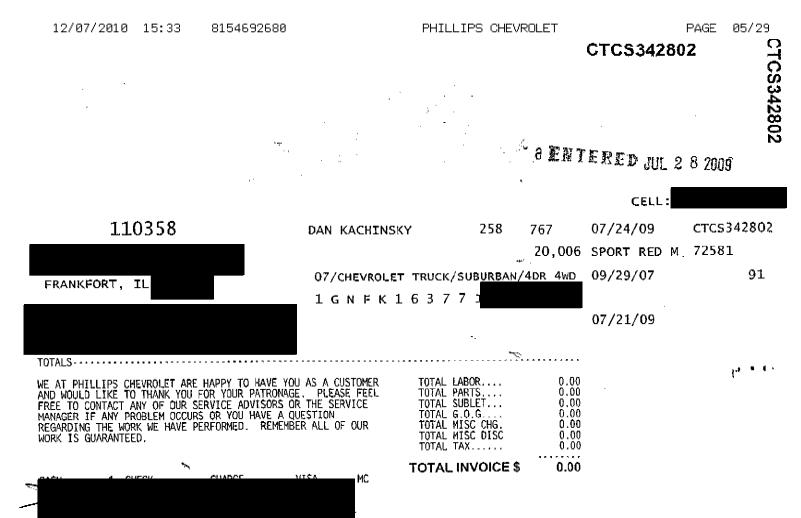
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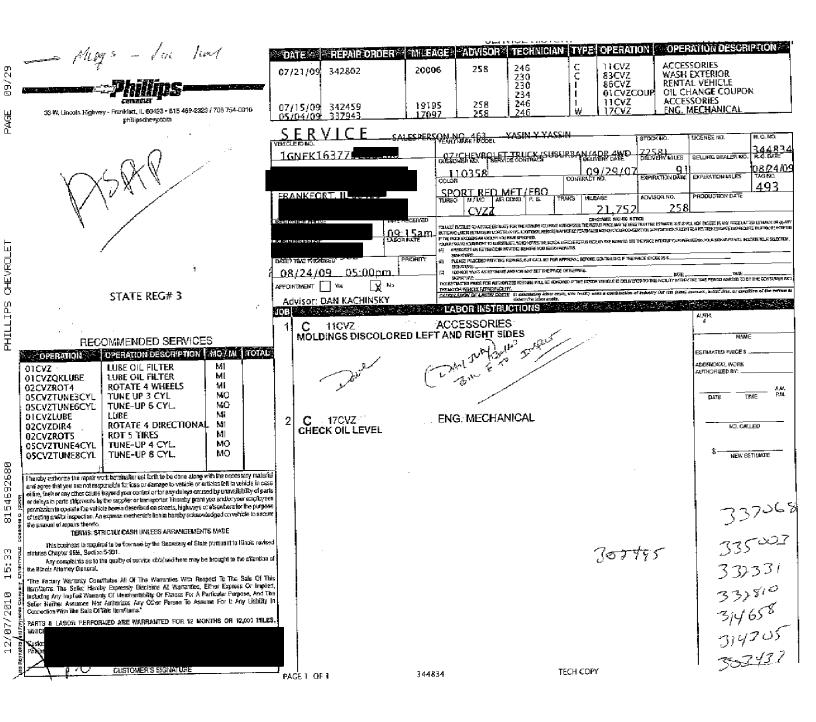
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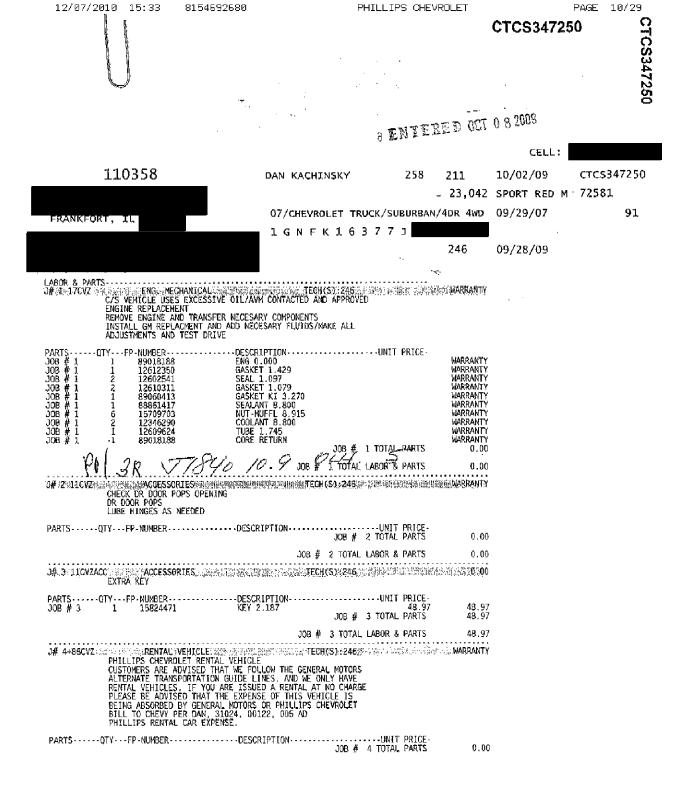
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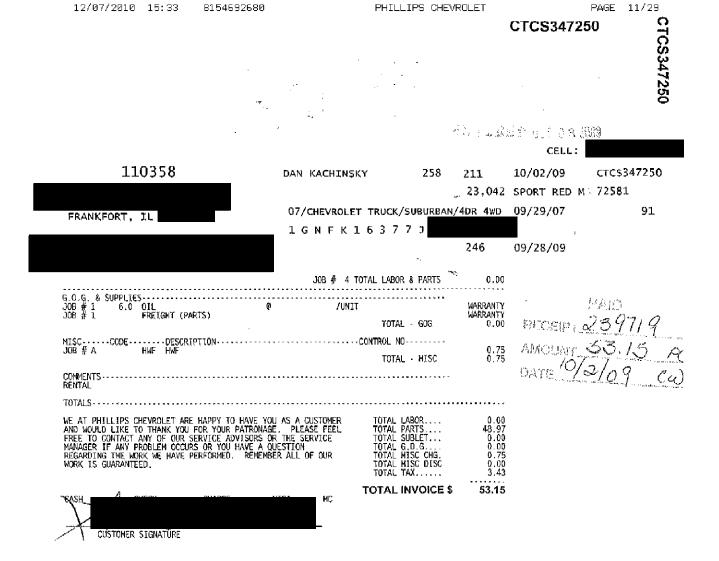
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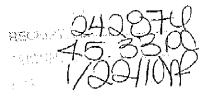




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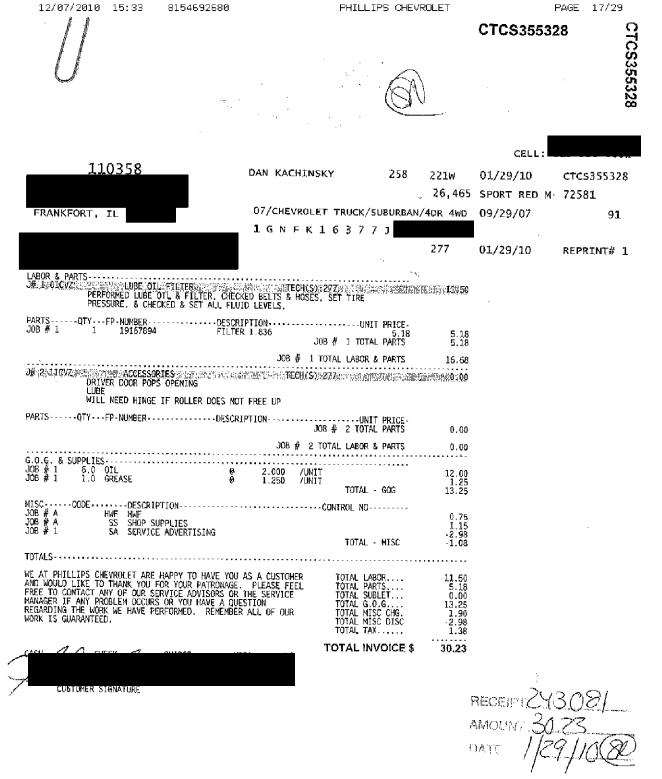


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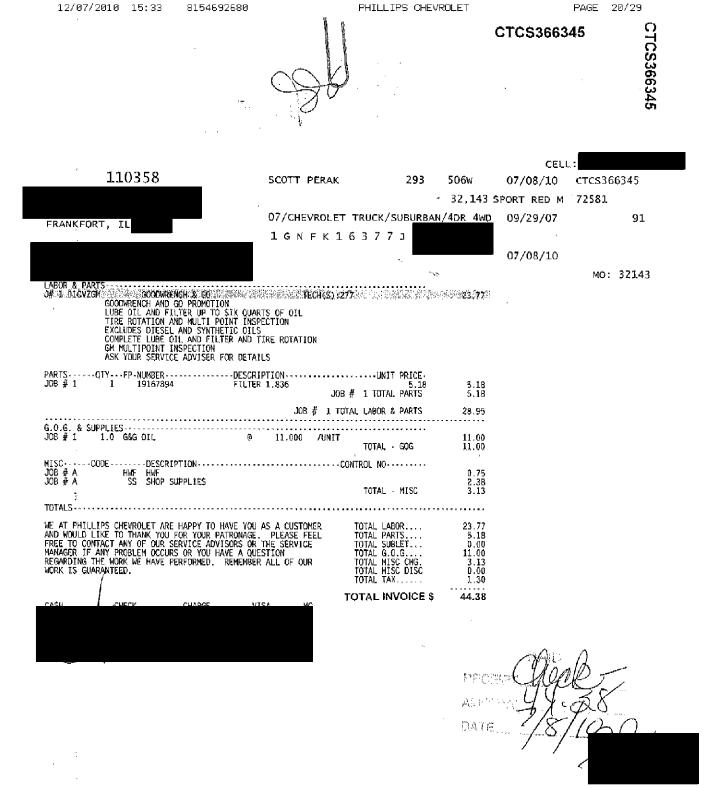
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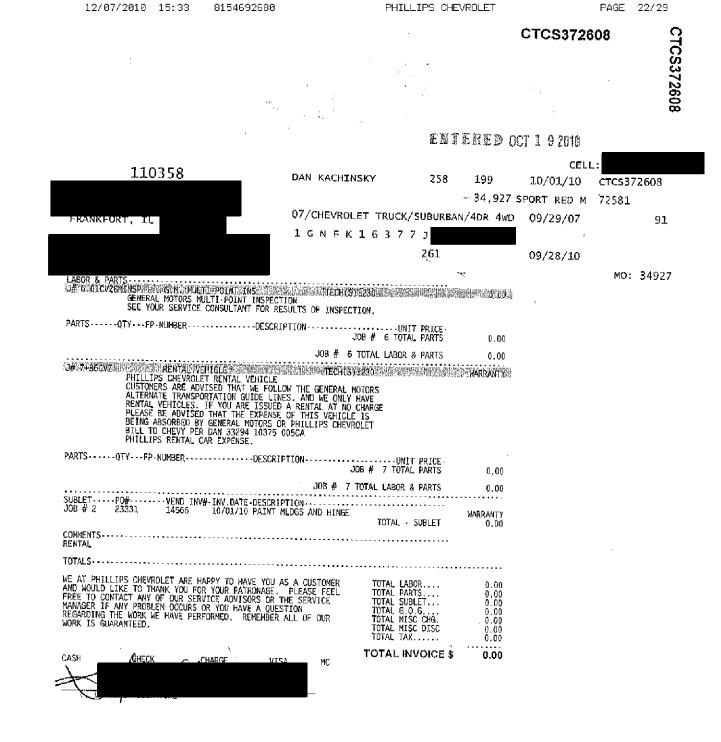


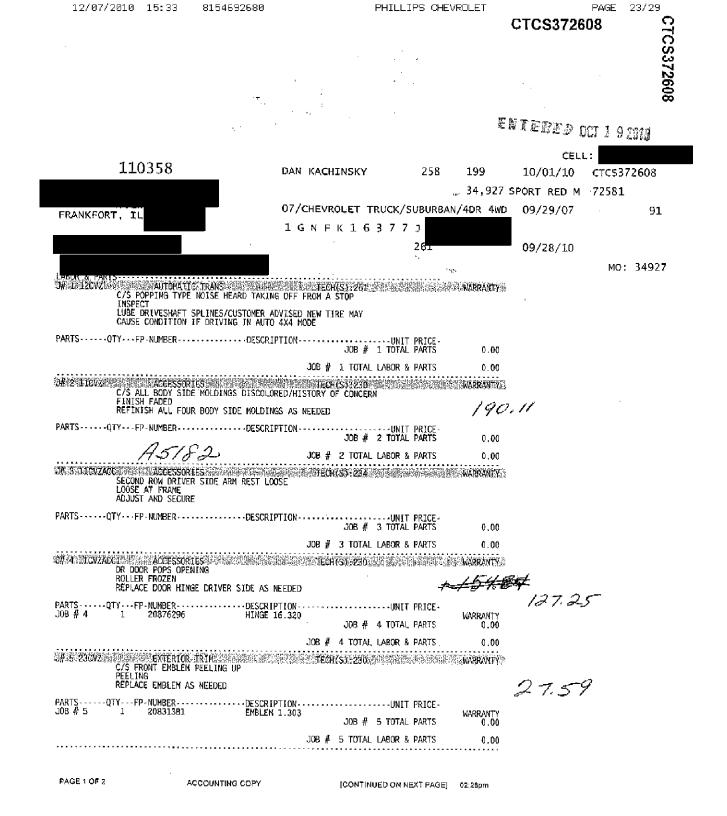
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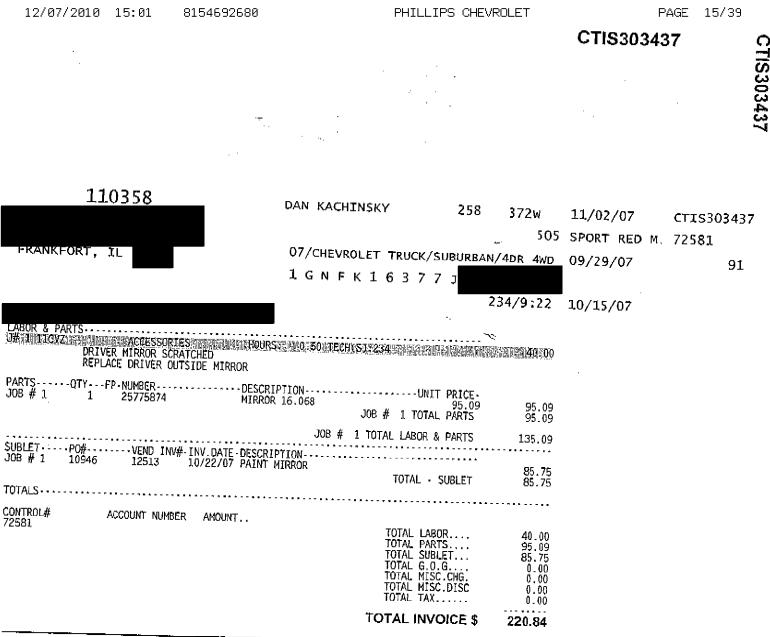
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JENVIUL HIUTUTT

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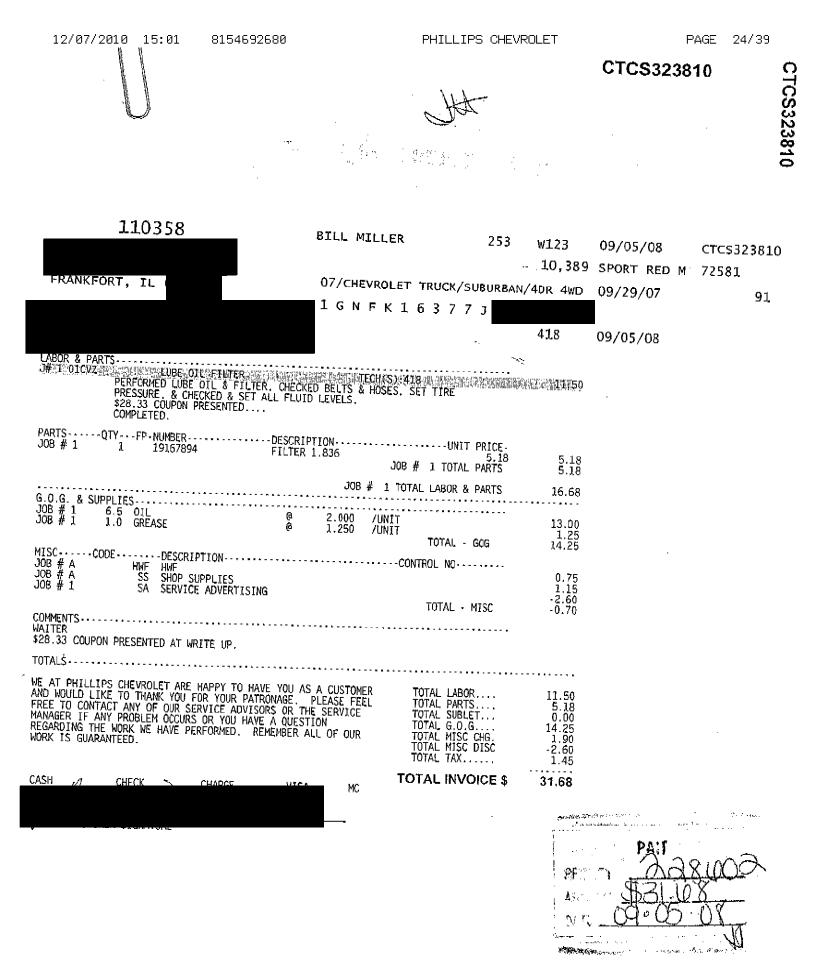
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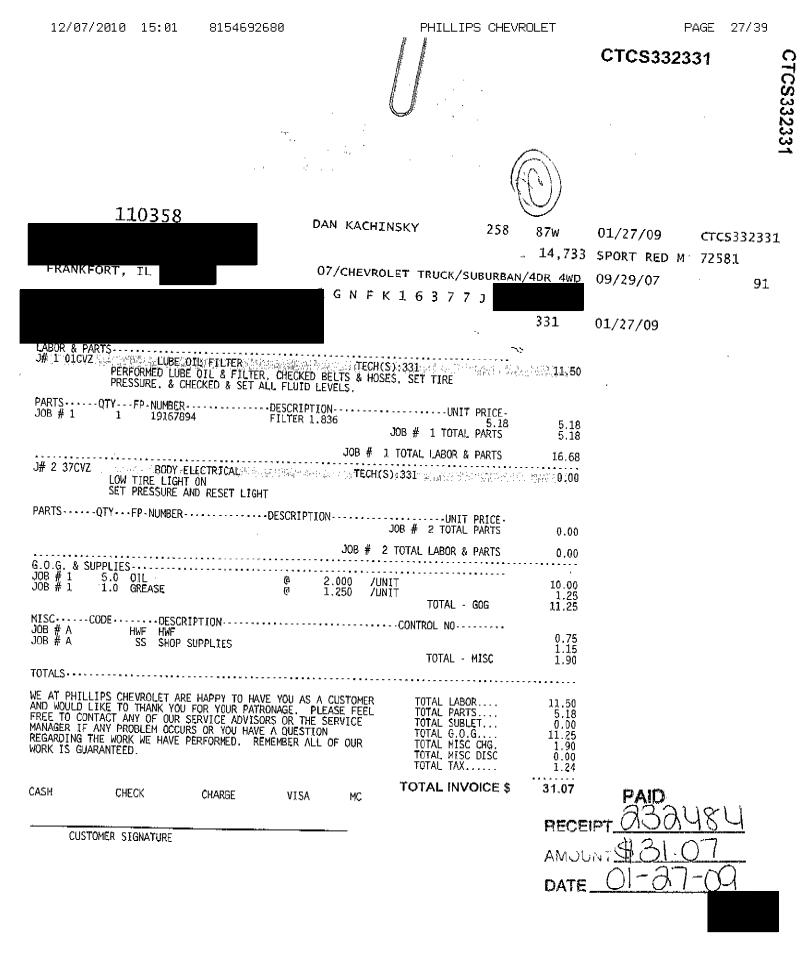
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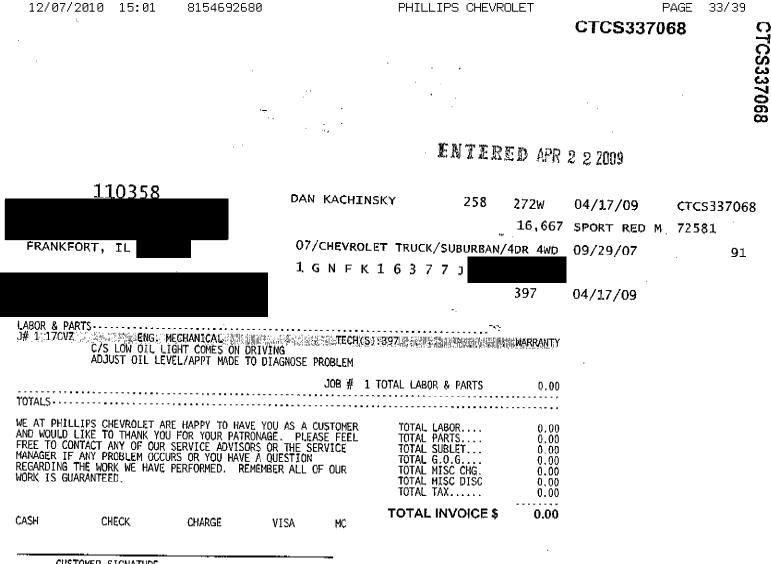
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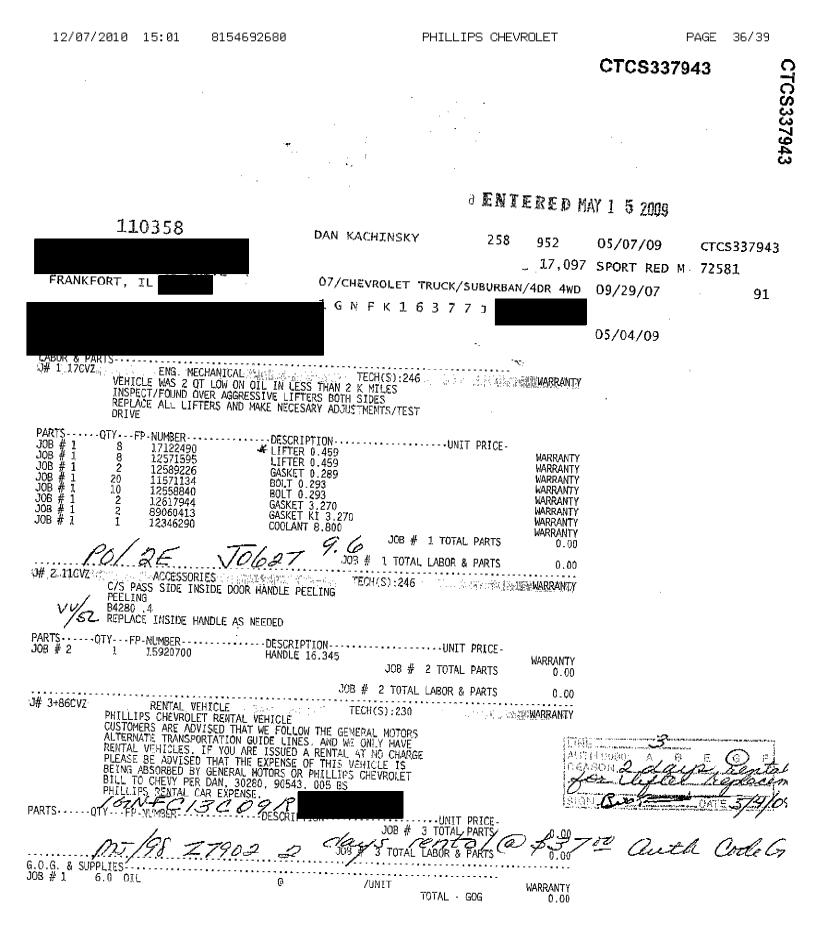
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CUSTOMER'S SIGNATURE	PAGE1 OF1 33;	7068	TECH COPY	

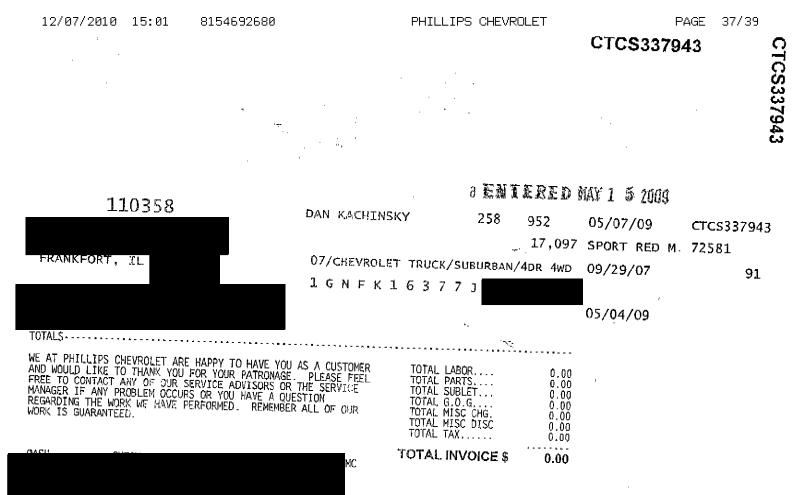
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PHILLIPS CHEVROLET

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Lou Lensonplain Monthali	
	DATE REPAIR ORDER, MILEAGE ADVISOR TECHNICIAN TYPE OPERATION OPERATION DESCRIPTION
ANDERELT 33 W. Litzcoln Highway - Fierkford, IL 60423 • 815 469-2323 / 708 754-0010 philipschevy.com	03/13/09         335003         15794         258         330         W         17CVZ         ENG. MECHANICAL           01/27/09         332331         14733         258         330         W         41CVSESLT         SERVICE ENGINE SOON           09/05/08         323810         10389         253         418         C         01CVZ         BODY ELECTRICAL           04/09/08         314658         5398         252         207         C         01CVZ         LUBE OIL FILTER
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OPERATION       OPERATION       OPERATION     OPERATION DESCRIPTION       01CVZ     LUBE-OIL-FILTER       01CVZQKLUBE     LUBE-OIL-FILTER       02CVZROT4     ROTATE 4 WHEELS       05CVZ-UNESCYL     TUNE-UP-3 CYL       01CVZLUBE     LUBE       01CVZLUBE     LUBE	Advisor: DAN KACHINSKY
hereby authorize the repair work therefaster set forth to be done along with the necessary material and agree that you are not responsible for loss or decreege to vehible or articles feit in vehicle in case, if fire, theft or any other cause theyond your pointed or tan any delays caused by userallability of parts in delays in peries stigments by the supplier or transporter. I hereby graph you and/or your employees effects sind to operate the withde herein described on streets, highways or elsewhere for the purgose of testing and/or inspection. An exposes mechanic's ten is hereiny admovided on vehicle to secure the amount of repairs therein. THEMS: STRECTEY CASH UNLESS ARPANGEMENTS MADE	246 S-MENY ESTIMATE
satules Chapter 95%. Section 5-and	
Any completize as to five quality of service obtained here may be brought to the effective of the Hardwise Alexandro of the Hardwise Alexandro of the Factory Warrardy Constitutes Al Of The Warranties With Respect To The Sele Of This Item/fitems. The Seler Hareby Expressly Disclaims Al Warrantes, Either Express Or Implied, Including Any angled Warrardy Of Merchanizoticy Or Filness For A Particular Purpose, And The Soliter Values Any Other Parson To Assume For it Any Liability In Connection/With the Sale Of This Item/filems.	Dive Handred
Qenses incurred by	TELOFI TRATA

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Marcia Fisher/Austin/GM1	То	brent.palmer@gm.com
12/07/2010 10:55 AM	сс	
	bcc	
	Subject	Crittendon
RE: Customer Last Name:		
Service Request: 71-8956619	10	
2007 Chevrolet Suburban		
Vehicle Identification Number	r:	
Customer Relationship Specia	list: Mar	cia Fisher
Telephone: (866) 790-5600 x	31150	

Dear Brent Palmer

I am having trouble getting the RO's and Sales documents from Phillips chevrolet, I requested them friday and I have not received them yet, I have left two messages for srv. manager Jim Bell. If you could help me get the documents that would be great.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 

12/07/2010 15:01 (	8154692680	PHILLIPS CHEVROLET	PAGE 02/39
<b></b>			
	CHEVR	POLET Since 1968	
33 W. Li		60423 • 815 469-2323 / 708 754-0010	
		www.phillipschevrolet.com	·
XX	1 un. 0110 400 0700	www.primpschevrolet.com	
PURCHASER'S NAME		ORIVER'S LIC.	e 09/29/2007
PURCHASER'S ADDRESS			
Contract Contract		AGE 39 RESIDENCE PHONE PHONE	-
		BUSINESS PHONE	
PLEASE ENTER MY ORDER		CASH DELIVERED PRICE OF VEHICLE	\$ 46874.00
	USED KIKTRUCK 72581	S.S. #	
YEAR 2007 MAKE CHEVROLET N		· · · · · · · · · · · · · · · · · · ·	
	YPE 4DR 4WD 1500	1	
M.VI. OR SER. NO. 1GNFK16377.	ENG.	· · · · · · · · · · · · · · · · · · ·	
TO BE DELIVERED		16.3	
WARRANTY D	ISCLAIMER		-
The Soller hereby expressly disclaims all	warranties, either express or implied		
including any implied warranty of merchanta neither assumes nor authorizes any other	person to assume for it any liability in		
connection with the sale of the vehicle. This of the terms of the Manufacturor Warranty.	disclaimer by the Seller in no way affects		
USED VEHICLE TRADED IN	AND/OR OTHER CREDIT		N/A
YEAR 2004 MAKE OF TRADE-IN TOYOTA	TRUCK MILES 33382	PAINT PROTECTION	N/A
SERIES 4RUNNER	PDY 4 DOOR	FABRIC PROTECTION	N/A
	MIF	SPECIAL PACKAGE PRICE	N/A
M.VI. OR SER, NO. JTEBUL 4R748	ENG. TYPE	CUSTOM STRIPING	N/A
SECONDTRADE	-IN VEHICLE	SECURITY SYSTEM	N/A
YEAR MAKE OF TRADE-IN	MILES		
MODEL OR BC SERIES TY	ODY /PE	Cash Price of Vehicles & Accessories	46874.00
	RIM ENG. TYPE	DOCUMENTARY FEE	\$ 58.48XXXXXXX
BALANCE OWED TO			9 DO. 407474
ADDRESS		STATE AND LOCAL TAXES 9565965-9	1624.00
USED TRADE-IN ALLOWANCE	\$ 21941.01	License, License Transfer, Title, Registration Fee	80,00
BALANCE OWED ON TRADE-IN	9504.72		
NET ALLOWANCE ON USED TRAD			\$ 48636.48
	206.58	TOTAL CREDIT (TRANSFERRED FROM LEFT) COLUMN	\$ 12642.87
CASH WITH ORDER TOTAL CREDIT (TRANSFER TO RIGHT COLI	\$ N/A	UNPAID CASH BALANCE	÷
Purchaser agrees that this Order includes all of the	terms and conditions on both the face and re	DUE ON DELIVERY verse side hereof, that this Order canonis and superseders any prior agree	\$ 35993.61
comprises the complete and exclusive state of the term THIS ORDER SHALL NOT BECOME SINDING UNTIL	is of the agreement relating to the cubject matter.	recovered hereby, and that	neniano 25 or the date hereof
Purchaser by his execution of this Order advantation			
<u></u>		the true copy of this Order.	/ 2007
		DATE 09/29	/2007
ACCEPTED BYPHILLIPS_CHEVR	OLET, INC.	PER PROUDE_ KUALD	
oynable and Keyeofde RO10312 O (11/04)			

the customer.

	(excludes Saturn)
	CUSTOMER NAME: BILLY R CRITTENDON
	VIN: 1/G/N/F/K/1/6/3/7/7/J/
•	Customer Incentive
	I assign the total amount of customer incentive(s) listed to the dealer named below and request that the available customer incentive(s) be applied: (a) to the down payment of this vehicle, (b) $\chi\chi$ where permissible by law, as a price reduction (Bill of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or (c) a check be issued in my name by Dealer named below:
	Incentive Program Reference Amount <u>GM Incentive Code</u> <u>GM CREDIT CARD POINTS \$ 206,58</u>
	<u>\$</u> N/A
	\$ \$
	<u>\$N/A</u>
	in lieu of <u>REBATE</u> and/or b. I elect to receive - CUSTOMER AND DEALER ACKNOWLEDGMENT FOR INCENTIVES AND ONSTAR SERVICE - a. <u>Vehicle Incentive Acknowledgment</u> . I am the <u>ultimate retail purchaser or lessee</u> of the vehicle bearing this vehicle identification number, which was sold/leased to me by the Dealer, named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery on <u>09/29/07</u> . I acknowledge receipt of incentive(s) as described in Item <u>1</u> and release GM Division from any future claim or obligation for incentive(s) on this unit.
	Is vehicle equipped with OnStar? XX Yes No
	b. <u>Terms and Conditions Acknowledgment.</u> I acknowledge that I have received the Terms and Conditions under which the OnStar service in my vehicle is provided (copies are available in the vehicle glovebox, from the dealer, at <u>www.onstar.com</u> , or by contacting OnStar as described below).
	l understand that in order to cancel the OnStar service in my vehicle, I must press the blue OnStar button in my vehicle or call 1.888.40nStar (1.888.466.7827) or TTY 1.877.248.2080 and request that my Services be cancelled.
	Purchaser/Lessee Signature: _ <b>≥</b>
nc as	e undersigned person, as Dealer representative, certifies that the information on this application is true and correct, and the sentive(s) described in Item 1 and the OnStar Terms and Conditions have been provided to the said purchaser/lessee who taken delivery of the referenced unit through this dealership, and that properly completed accurate delivery data has been warded to General Motors or Saab Cars USA.
	Authorized Dealer Signature: CHARDE AUGO Date: 09/29/2007 Dealership Name: PHILLIPS CHEVROLET, INC Dealer Code: 11437

GM3795 9/05

			DATE	INVOICE I	0.	STOCK NO	) KEY
CKE CKE Routes 30 & 45 + Frankfart, IL www.phill	/ <b>NULT</b> 204231 : 708/754-0010//815469-2323		09/29/2007 Source 10(0) 12(0) 20(0)	SALESAAN INTERNAL	<u>375</u>	81	
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2007 CHEVROLET T SJBURBAN SALESMANTLES: 91 KEY NOS. INSURANCE CO	NEW 1GNEK16377J COLOR DVERAGE INCLUDES	r <mark>lort f</mark>			C 43		
			NEW TRUCKS		c 23 c 237 c 446		
2	DESCRIPTION PRICE		WHOLESALE CUSED TRUCKS-RETATE WHOLESALE		C 448 C 450 C 452		
n R Lien: Gnac			E SALEST & 565965-9	CARIDEAL	NO 823 82446 308	4:00	
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			WY OFFERE DWING FINANCE CD.		101AB5	6.48	
S S NO PUBLIC LIABILITY OR PE	OPERTY DAMAGE INSURANCE TION UNLESS HEREIN STATED		INANSE CORTHACT			N7A 3.61	
F The Sellery PHILIES CHEVROLED hereby is mplieds including any implied warranty of men assumes nor autopizes any other person to ass which the subclasme to the Seller men on the	spectra numbers not a particulat puttor	express or	ECONOMOLING - USED CARS RETAIL		26 10 80 647	U, UU >	· · · ·
vehicle: This gisclaimer by the Seller mino way after	une for it any liability in connection with the as the terms of the manufacturers warranty.	sale of the P	USED TRUCKS RETA DSTOF SALES ¹ USED CARS RETAIL USED TRUCKS RETA		651 646 650		
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2007 SUBURBAN 4WD 1/2 TON LT		GENERAL & SUBSID RENAISSA DETROIT	MOTORS CON			
63U SPORT RED METALLIC	/V8G	& SUBSID	TARTES	NFORAT LON		
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AL4 2ND ROW BUCKER OFARG	39860.00	36471.90	INVOICE	05/17/07		
AS3 3-PASSENGER, 3RD ROW REAT	490 00	406.70	SHIPPED	08/02/06		:
CF5 ELECTRIC SLIDING SUNROOF	100.00 995 00	83.00	EXP I/T	08/07/06		
AL4 2ND ROW BUCKET SEATS AS3 3-PASSENGER, 3RD ROW SEAT CF5 ELECTRIC SLIDING SUNROOF C6C GVW RATING-7400 LB	990.UU N/C	825.85	INT COM	05/21/07		
CF5 ELECTRIC SLIDING SUNROOF C6C GVW RATING-7400 LB FE9 FEDERAL EMISSIONS GT4 REAR AXLE - 3.73 RATIO G80 LOCKING REAR DIFFERENTIAL LC9 VORTEC 5300 V8 SFI FLEX-FUEL M30 4-SPD AUTOMATIC TRANSMISSION		N/C N/C	PRC EFF	08/02/06		•
GT4 REAR AXLE - 3.73 RATIO	N/C	N/C	KEYS G12	21 GJ221		
G80 LOCKING REAR DIFFERENTIAL	295 00	211 OF	WEP-S QT	R OPT-1		
LC9 VORTEC 5300 V8 SFI FLEX-FUEL	N/C	ANG.00	DANK: GM CUC-TO	AC 154	· · ·	
M30 4-SPD AUTOMATIC TRANSMISSION	N/C	N/C	CNG-IU SHID_MA	11-437		
QAS P265/70R17 ALS WOL TIRES	125.00	103.75	STEVE FO	LI-509		
LC9 VORTEC 5300 V8 SFI FLEX-FUEL M30 4-SPD AUTOMATIC TRANSMISSION QAS P265/70R17 ALS WOL TIRES R6I MISSING OPTION CREDIT; VEHICLE PRODUCED WITHOUT:	365 00-	302.95-	NORTHERON	DEI CHEVR	an a	na la composición de
VEHICLE PRODUCED WITHOUT:				ы. тр		
* REAR PARKING ASSIST		۰.	SHIP WT	5637		
* POWER ADJUSTABLE PEDALS			HP:	45.7		
UVA BOSE PREMIUM SPEAKER SYSTEM	495.00	410.85	ĠVWR:	7400		
* POWER ADJUSTABLE PEDALS UQA BOSE PREMIUM SPEAKER SYSTEM UVA AM/FM STEREO W/CD/DVD/MP3 (BEOUTBED W/REAR DVD PEDLACT	N/C	N/C	GAWR FT:	3600		
("MECTING WINDAR DVD; KBEDACE	3		GAWR, RR:	4200		
SID/OFT RADIO)			GMS:	41217.30		• • • • •
U2K XM SATELLITE RADIO - SERVICE	199.00	165.17				
FEE EXTRA. 1ST 3 MONTHS INCL U42 REAR SEAT ENTERTAINMENT SYSTEM						
VIK LUGGAGE RACK - CROSS BARS	1232.00	1074.85	NTR: 1/2			en de la companya de
2LT SUBURBAN LT2 EQUIPMENT GROUP:	2440.00	37.35 2025.20	MEMO	2148.70		
* FRONT LEATHER APPOINTED	2440.00	2025.20				
BUCKET SEATS						
* 2ND ROW LEATHER APPOINTED						
SEATS						
* TRI-ZONE AUTOMATIC AIR COND						
* POWER ADJUSTABLE PEDALS						
* REMOTE VEHICLE STARTER						
* AM/FM STEREO WITH MP3						
COMPATIBLE 6-DISC CD CHANGER						
(REPLACES STD RADIO)						
* UNIVERSAL HOME REMOTE * REAR PARKING ASSIST					· ·	
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** CONTINUED ON PAGE 2 **	a dia 1		·			
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PHILLIPS CHEVROLET INC 63U SPORT RED METALLIC 193 EBONY ORDER NO. KFVQVJ/TRE

/V8g Stock no. & SUBSIDIARIES RENAISSANCE CENTER DETROIT MI 48243-1114

2007 SUBURB

5/21/2007

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PHILLIPS CHEVROLET INC

REMIT TO GMAC NO. 154 VIN 1GNFK16377J \$ 43366.00 INV 1AD06885999 DUE 05/21/07 DEALER 11-437

12/07/2010 15:01	8154692680	PHI	LLIPS CHEVROL	_ET	PAGE 07/39
	GN	AC FLEXIBLE FINA		177	36068
	Dealer Number	Contract N	interesting of the second s	1 1 7 9	1-00-0-9°
Buyer (and Co-Buyer)-Name and			r (Seller Name and /		<u> </u>
		PHILL	LPS_CHEVROLE	F, ENC	
FRANKFORT IL	·····		JNCOLN HWY		
			ORT IL 60423		
ou, the Buyer (and Co-Buyer, if an nder the agreements on the front a	y), may buy the vehicle de	scribed below for cash or c	n credit. By signing t	his contract, yo	pulagree to buy the vehicle on cro
nder the agreements on the front a chedule shown below. The Finance	Charge is figured on a da	ly basis at the Annual Perce	or the Amount Finan Intage Bate on the m	ced and Financ	e Charge according to the paym
escription of Vehicle. You agree t	o buy and the Creditor ag	rees to sell the following ve	hicle:		л ше Алюонт ғизасед,
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f truck- Describe body and major it	ems of equipment sold:		-		······································
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		AL TRUTH IN-LENDING D	ISCLOSURES		
ANNUAL PERCENTAGE RATE The cost of your credit as a	FINANCE CHARGE The dollar amount the	Amount Financed	Total of Paymer		Total Sale Price
yearly rate.	credit will cost you.	The amount of credit pro vided to you or on your	- The amount you after you have m	will have paid a	The total cost of your purchase
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1.90 %	<u>\$2118_87</u>	s <u>35993.61</u>	<u>\$ 38112.4</u>	8	\$ 50755.35
our Payment Schedule Will Be:					
72. 72	Amount of Payments	When Payments			Or as Follows:
	<u></u>	Monthly beginning 10/29	/200/		
	ED				
Cash Price (including any accessori Total Downpayment= (If negative en	es, services, and taxes) nter "0" and see line 4 libe	low)	, 		\$ <u>48498.00 (1)</u>
Gross Trade-in	\$ 21941.01		y seller \$ 9504	72	
	\$ 12436.29	····	+ Cash \$	N/A	• <u>•</u> ••••••••••••••••••••••••••••••••••
+ Other (Descr			\$ 206		<u>e de la composición de</u>
Your Trade-in i		TRUC ARUNNER			\$12642.87 (2)
Unpaid Balance of Cash Price (1 mi	Year nus 2)	Make	Model		\$35855,13 (3)
her Charges Including Amounts P	aid to Others on Your Bob	alt (Patter balance and between		<u></u>	
- Cost of the quite of Fitysical (Dartis	age Insurance Paid to the	Insurance Company Name	milates may be keep I Below-Covering	ing part of thes	e amounts.)
Damage to the Vehicle				N/A	
B Cost of Optional Mechanical Rep Certain Mechanical Repairs	pair Insurance Pald to the	Insurance Company Name	l Below-Covering		
				<u></u>	·
C Cost of Optional Credit Insurance Life \$	Paid to the Insurance Co	mpany or Companies Name , Accident and Health \$	ed Below. N/A s		· · · ·
Official Fees Pald to Government		, Acoldent and Hearth &	······································	<u> </u>	
Taxes Not Included in Cash Price	)				
Government License and/or Regis	stration Fees (Itemize)  [	CENSE FEES + \$	<u>15 00</u> \$	<u> </u>	
Government Certificate of Title Fe	es			<u> </u>	
H DOCUMENTARY FEE. A DOCUMENT	ARY FEE IS NOT AN OFFICI	AL FEE. A DOCUMENTARY FE	E IS NOT REQUIRED	<u></u>	·
BY LAW, BUT MAY BE CHARGED RELATED TO CLOSING OF A SALE.	THE BASE DOCUMENTARY I	FEF BEGINNING JANHARY 1	1002 WAS \$40 THE		
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\$40 WHICH SHALL BE SUBJECT TO THE BUREAU OF LABOR STATISTICS	AN ANNUAL BATE ADJUST	NENT EQUAL TO THE PERCEN THIS NOTICE IS REQUIRED BY	TAGE OF CHANGE IN		
Other Charges (Seller must identi	fy who will receive navma	nt and describe purposes	5 <u></u>	<u>58 48</u>	<u> </u>
Ato <u>l / / Company</u>	fo ^{N/A}	<u>a and describe purpose).</u>			an a
to Anna anna maraithean anna			ۍ ټ	N/A:	
N/A	foM/A		¢		<u> </u>
N/A	foN/A	i kanala ana ang ang ang ang ang ang ang ang an	\$	<u>Ν/Λ</u>	

12/07/2010 15:01	8154692680 epair insurance Haid to the ins	urance Company	PHILLIPS ( Named Below-	CHEVROLET		PAGE 6	8/39
Certain Mechanical Repairs		1		\$_	N/A		
C Cost of Optional Credit Insuran Life \$	ce Paid to the Insurance Comp N/A Disability, A	any or Companies coldent and Health		/A \$			
D Official Fees Paid to Governme				<u>۹</u> ۴ ج	<u> </u>	-	
E Taxes Not Included in Cash Pri				\$	N/A	<del>.</del>	
F Government License and/or Re	· · · · · · · · · · · · · · · · · · ·	NSF FFFS -	* 15	<u>00                                   </u>	15 00	-	
G Government Cortificate of Title					<u> </u>		·
H DOCUMENTARY FEE. A DOCUMEN BY LAW, BUT MAY BE CHARG Related to closing of a sale Maximum 'Amount that may 1 \$40 Whigh 'Shall be subject 1 The Bureau of Labor Statisti	ED TO BUYERS FOR HANDLING THE BASE DOCUMENTARY FEE BE CHARGED FOR A DOCUMENT TO AN ANNUAL RATE ADJUSTMEN CS CONSUMER PRICE INDEX. THI	DOCUMENTS AN BEGINNING JANUA ARY FEE IS THE BA IT EQUAL TO THE I S NOTICE IS REQUI	ID PERFORMING ARY 1, 1992; WA Ase document. Percentage of Red by Law.	G. SERVICES AS \$40, THE ARY FEE OF	58°48		
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Insurance: If any insurance is check Required Physical Damage Insur	ked below, the policies or cert	ificates issued by	the Companies	named will b	scribe the terms a	nd conditions.	<u>and a second second second</u> a second
<ul> <li>Insurance Companys IATE FAR GO _ GO FI Deductible Collision GFII Comprehensive including F GO _ GO _ Deductible Comp Coverage X0 Fire, Theft and Combined Addi Optional, if desired-□ Towing and L Optional Credit Insurance, Credit you sign for them and agree to p factor in the credit approval proces chosen this insurance, the cost is payments on time. Credit disability</li> </ul>	and either ife, Their and Combined Addition tehensive including Fire, Their tional Coverage abor costs Bental Raimburson t life Insurance and credit d bay the additional cost. Your as If you want this Insurance shown in 4C of the itemization	and Combined Ad	Iditional Equipment ce are not red or not buy cred y the Creditor.	Form <b>N/A</b> 2\$25 Deductif 2 10 If e insuranc check the insuranc	hths or 96,000 mile, Mile III \$50 Deductib III credit and will e and credit disabi surance desired an	le □\$ <u></u> <b>not be provided</b> lity insurance will r d sign below. If yr	Aflictible Unless tot be a bu have
and credit disability insurance ends		increase, in your, r last payment unle	payment or in t iss a different to	ne number of arm for the ins	payments, Covera urance is shown be		surance
ALL		⊡Disability,	Accident and I	Health (Buyer)	Only)		
(Nam	ne of Insurer)			(Hon	ne Office Address)		;
This policy will pay amounts due on this to \$	contract up to \$N/A		and the second	or this and any c	other retail instalment	· · · · ·	ted
APPROVAL: I DESIRE TO OBTAIN	THE CREDIT INSURANCE:C	HECKED ABOVE	FOR THE PE	RSON PROP	SED FOR INSURA	ANCE.	
X Buyer Signature	entertent en	Date X	Buyer Signatur	(A)			
THE INSURANCE, IF ANY INJURY AND PROPERTY D NOTICE OF POSS (1) IF YOU HAVE PUE	IBLE REFUND OF C	HIS CONTRA THERS. REDIT LIFE	ACT DOES	NOT INCL ABILITY II	VSURANCE	GE FOR BO	1.711
(1) IF YOU HAVE PUE BOTH, TO GUARANTE	E PAYMENTS BEIN			F YOUR	DEATH OR	NSURANCE, DISABILITY VOL MAV	, ON
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12/07/2010 15:01 815469268 you sign for them and agree to pay the addition factor in the credit approval process. If you want chosen this insurance, the cost is shown in 4C of payments on time. Credit disability insurance does and credit disability insurance ends on the original of	nal, cost/ Your decision this insurance to be obt of the Itemization above, not cover any increase	ained by the Creditor, check Oredit life insurance pays on n your payment or in the nu	nsurarice and credit k the insurance, desi only the amount you mber of navments (	red and sign below. If you have would owe if you paid all your
N/A	insurance desired: DLi	e (Buyer⊡Co-Buyer ⊡Both sability, Accident and Health	⊡) (B⊔yer Ohly)	
(Name of Insurer) This policy will pay amounts due on this contract up to \$ to \$NZA APPROVAL: I DESIRE TO OBTAIN THE CREDIT			e de la compañía de l	alment sale contracts is limited
X Buyer Signature		X		ing and a straight of the str
THE INSURANCE, IF ANY, REFERRE	Date	Co-Buyer Signature	tin terretarian anti- ≹ina anti-tariana anti-	Date
<ul> <li>INJURY AND PROPERTY DAMAGE CA NOTICE OF POSSIBLE REF</li> <li>(1) IF YOU HAVE PURCHASED BOTH, TO GUARANTEE PAYME YOUR VEHICLE PURCHASED ENTITLED TO A PARTIAL REFL CONTRACT EARLY. (2) IN CAS SHOULD CONTACT THE SELLE SEE IF A REFUND IS DUE. IF SELLER OF YOUR CREDIT-LIFE See the other side of this contract for other line remlums and proceeds.</li> <li>No not sign this agreement before you of the agreement you sign. 3. Under the and to obtain under certain conditions a The Annual Percentage Rate may be not or receive a part of the Finance Charge.</li> <li>You agree to the terms of this contract ind you were free to take it and review it</li> </ul>	UND OF CREDIT EITHER CRED NTS BEING MA UNDER AN IN JND OF YOUR E OF EARLY C R OF YOUR CRI OR CREDIT DIS portaint agreements, incomposition portaint agreements incomposition portaint agreement agre	LIFE OR DISABIL T LIFE OR CREE DE IN CASE OF Y STALLMENT SAL PREMIUM IF YOU OMPLETE PAYME EDIT LIFE OR CRE LE DEALER FINA ABILITY INSURAN Inding your agreement to to the buyer. Intains any blank spa right, among others is finance charge.	DIT DISABILIT OUR DEATH ES CONTRA PAY OFF YOU INT OF YOU DIT DISABIL NCED YOUF CE IS YOUR give the Creditor a s, to pay in adva y assign this co	Y INSURANCE, OR OR DISABILITY, ON CT, YOU MAY BE OUR INSTALLMENT R CONTRACT, YOU ITY INSURANCE TO R CONTRACT, THE VEHICLE DEALER. I security interest in Insurance Mentified to an exact cop ance the full amount due
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uyer S	97/29/2007	Co-Buyer Signs X	·	Date
o-Buyer - A Co-Buyer is a person who agrees to be r spouse of the Buyer, or (3) will be listed as an ov ossession of the vehicle or will use it, or that the Co-B	primarily responsible for when on the vehicle's title	paying the entire debt and By signing above, the Co-	Buver confirme that t	ives the vehicle or (2) is a parer
uarantor – A Guarantor Is a person who may be res o-Buyer.	ponsible for paying the er	tire debt if the Creditor cann	ot collect the amount	owed from the Buyer and any
	Date	<u>Address</u>		
nereby guarantee the collection of the above descri so consent to the Creditor having a security interest i	n the vehicle.	a least the second s		
ther Owners - An Other Owner is a person whose reditor has a security interest in the vehicle and cons ther Owner signs here <b>x</b>	a name is on the title to ents to the security intere Date	the vehicle but does not hav st. Address	/e to pay the debt. *	The Other Owner knows that th
reditor Signat II LPS CHEVROLET INC		By X	· · · · · · · · · · · · · · · · · · ·	Title
NO PUBLIC LIABILITY	INSURANCE	ISSUED WITH	I THIS TR	ANSACTION
Seller assigns its Interest in this contract to:	GMAC 🗆 Nuvell	National Auto Finance		Nuveil Credit Company,
Assigned with recourse		Assigned	without recourse or w	ith limited recourse
A.11.		<u>na na kana ta</u> kata		
Seller By	Title	Seller	By	Title
09 FR IL 8/2006 (1) (For use in the State of Illinois), pyright 2006 GMAC. All Rights Reserved.	(1 of 5) Notice: Se	e Other Side	TRIPLICATE OR	IGINAL - DEALER'S COPY

# **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

## **BRC CASE ASSESSMENT**

Latest Revision Date:

#### All Fields Are Required

(Do not delete or modify any sections of this form)

SR: 71-895661910 By: Marcia		GM Legal File / BBB Case No.: N/A Negotiator: N/A			
Customer Last Name: Only customer's last name to be recorded. Vehicle ID No.:	Do not include first name. In Service Date: 9/29/07	State: IL 7 Vehicle Purchased:	BAC Code:		
1GNFK16377]		New	189457		
Year, Make & Model: 2007 Chevrole	t Suburban	Vehicle Purchased U odometer n/a	lsed on: n/a at		
Current Mileage: 37,000 Sale Type: Purchase 🛛 Lease 🦳	Other : N/A	Dealer Name : Philli CAM Name:Rob Joh Phone Number: 630	nson		
Lien holder: GMACx Other	: N/A	DVM Name: Brent P Phone/Cell Number:			
Purchase Price of Vehicle: \$ 46,874					
Was TAC contacted for this vehicle	(Y/N)? : yes	DVM requests involv	vement?:yes		
Attorney Involvement: Greg Moss Phone Number : Krohn & Moss Fax Number : 312-578-9428 ext 21	6	Service Manager Na Phone Number : (81			

Are there **additional** field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary. No

Are there **<u>additional</u>** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary.

Yes. Steve Foley Chevrolet, now closed, no repairs done just SELLING DEALER. 8475644090, fax: 8478492263

#### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption.TAC Recommendations -Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Techlink article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation. N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

x Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

x N/A Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

□ <u>Brakes</u>					
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
N/A	N/A	N/A	N/A	N/A	
Engine/Fuel/Exhaust					
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
3/13/09	335003	1	15,794	Phillips Chevrolet Concern: C/S SES light is on, gas cap light came on.	

5/4/09	337943	4	17,097	Correction: Evaporative Emission Canister Purge Solenoid Valve Replacement. Phillips Chevrolet
				Concern: vehicle 2 quarts low in less than 2000 miles.
				Cause: aggressive lifters
				Correction: Valve Lifter Replacement - Both Sides
7/21/09	342802	4	20,006	*rental provided* Phillips Chevrolet
				Concern: C/S low oil level light comes on.
				Cause: low oil
				Correction: No repairs available at this time, tac was contacted.
9/28/09	347250	5	23,042	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level
				Cause: oil level
				Correction: contacted and approved engine replacement, install engine replacement.
11/23/10	376967	1	36,506	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level light came on.
				Cause: low oil
				Correction: adjust oil level.
□ <u>Restra</u>	<u>aints</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 <u>Steeri</u>	ng			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Trans</u>	<u>mission</u>			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Axle</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9/28/10	372608	4	34,927	Phillips Chevrolet

Concern:C/S poping noise when taking off.

Cause: advised new tire may cause condition if driving in auto 4x4 mode.

Correction: Slip Joint, Propeller Shaft – Replace

* rental vehicle*

Body/Trim

<u> </u>				
<u>Date:</u> 5/4/09	<u>RO #:</u> 337943	<u>Days Out</u> : 3 *	<u>Mileage:</u> 17,097	Description of Complaint and Repair Performed: Phillips Chevrolet
				Concern: C/S states inside door handle peeling
				Cause: door handle peeling
				Correction: Front Side Door Inside Handle Replacement - Right Side
8/24/09	344834	1	21,752	* 2 day rental* Phillips Chevrolet
				Concern: moldings discolored left and right side.
				Cause: moldings
				Correct: Buff/clean moldings as needed.
9/28/09	347250	*	23,042	Phillips Chevrolet
				Concern: door keeps poping
				Cause: door poping
1/29/10	255328	1	26,465	Correction: lube hinges. Phillips Chevrolet:
				Concern: door keeps poping.
				Cause:door poping.
9/28/10	372608	*	34,927	Correction: lube hinges. Phillips Chevrolet:
				Concern: C/S all side moldings discolored.
				Cause: moldings discolored
				Correction: refinish all moldings.
				Concern: C/S second row drivers side arm rest loose.
				Cause: loose at frame.
				Correction: adjust and secure.

Concern: door pops when opening.

Cause: roller frozen

Correction: replace door hinges. Concern: front emblem peeling.

Cause: peeling

Correction: replace emblem.

Chass	<u>is</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	ical			
Electr				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Glass</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Paint</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Suspe</u>				
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	I/Tires			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 Recal	ls / Cam	paigns		
Date:		Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Other</u>				
		Davia Out	N4:1	Description of Completent and Densis Durfamored
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A

# Important: SES light is to be captured under affected component above.

# ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Did you confirm your a ADR)/attorney (if Leg	een involved in an accident? (Y or N) N answer with the dealer/Customer (if Y al)? (Y or N) was sustained (example: front end collision)?	
	if the vehicle was in an accident? (Y or N) any insurances claims on this Vehicle? (Y or N) nformation below	N/A N/A
Insurance Company:	N/A	_
Insurance Rep : (First and Last Name)	N/A	_
Phone # N/A		_
Claim Made? (Y or N):	N/A	_
Claim Status: Pending/Denied/NA	N/A	_
Claim # N/A		_
Did Insurance Compa	ny refer customer to GM? (Y or N)	N/A
If Yes. Did the insurar	ice company deny the claim? (Y or N)	N/A
AFTERMARKET MO Are there any Afterma	<b>DIFICATIONS:</b> orket Modifications to the Vehicle? (Y or N)	_N
	et, please list: alled or third party installed as well as date and mileage if y. Include the name of the third party installer.	
Have you confirmed m	odification with the dealership? (Y or N)	N/A
<b>Concern:</b> 71-745393312 light. closed UTC, no goo	<b>FROM All SR's RELATED TO THIS VIN:</b> 2 - CAC- opened 7/30/09 closed:11/12/09, gas cap ligh odwill. opened 7/30/09 closed:11/12/09 no goodwill offered. c	. 2
\$100 maintenance letter	9-survey-opened 11/6/10 closed 11/16/10 transmission - opened 11/6/10 closed 11/16/10, \$100 maintenance le	•
<b>Concern:</b> 71-892721354	4-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, clo	osed because

customer contacted the lawyer, no goodwill offered. **Date & Offer/Result:** 11/23/10 closed 11/30/10, closed due to customer retaining attorney.

## BBB PROGRAM SUMMARY ASSESSMENT: (Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? N/A

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:  $\ensuremath{\mathsf{N}/\mathsf{A}}$ 

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State:

-

N/A

# **Customer/Plaintiff Seeks:**

repurchase

## **Customer/Plaintiff Theory:**

Describe customer's theory of case from Demand and CAC notes (if applicable), include any specific allegations regarding # of repair visits, days out of service, or specific alleged violations. Numerpus defects including electrical, engine, body and trim.

<i>Note: This section only</i> Is Lemon Law Pled		Yes	
Under what State?	IL	Claimed Presumptive?	no
Does Purchase Qualify?	yes	If not, why?	N/A

State Presumption Is:							
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 buisiness days				
<pre># of visits for a Safety Complaint?</pre>	n/a	<pre># of Visits Total?</pre>	n/a				
Must Complaint Continue to Exist?	yes	Final Repair/Arbitration Required?	yes				
Time Period for filing a Claim?	18 months filii	ing, 12 months					
	12,000 miles						

# Vehicle Service History (During Presumptive Period) is:

<pre># of Visits for a Non-Conformity?</pre>	0	<pre># of Days out of Service?</pre>	1
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	0
Complaint appears to Continue?	yes	Final Repair/Arbitration Complete?	no

# Does History appear Presumptive: no

Vehicle Service History (During Limited Warranty Period) is:									
<pre># of Visits for a Non-Conformity?</pre>	4	# of Days out of Service?	22						
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	9						
Must Complaint Continue to Exist?	yes	Final Repair or Arbitration Req'd?	yes						
Related Repairs beyond N	/LW:	yes							
Customer Pay?	NO	If no, identify responsible party:	N/a						
Additional Days out of Service?	1	Additional # of Repair Visits?	1						
Other Considerations:		no							
Outcome/Findings of Arb/Final Repa	n/a								
Prior Goodwill/reimbursement:	yes	\$100 maintenance letter 11/16/10							
Out of Pocket Expenses:	no	n/a							

# **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

## Pertinent vehicle information provided by DVM/DSM/CAM:

FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

## Pertinent vehicle information provided by dealer Service Manager:

none

## Identify at least three main strengths of the customer's case?

-significant repairs for oil consumption-

## Identify at least three main weaknesses of the customer's case?

-all repairs occurred after the presumption period--customer is out of filing time-

-no days out of service.

Are there any considerations to be made under other applicable laws? (Explain in detail)

Customer was told in SR # 71-745393312 that engine repair would not for sure fix the oil consumption issue, she decided to go through with repair anyway.

## **Recommendation:**

Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$3500-\$5000 cash settlement and complete necessary repair at no cost. Send NFA if offers not accepted.

## **Rationale:**

\$3500-\$5000 cash settlement due to number of repairs for oil consumption. Send NFA if offers not accepted.

# Settlement/Defense Strategy:

Customer appears not to be in presumption offer cash settlement for repairs on consumptiomn

# **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Add additional lines for additional offers/counter offers.							
Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:		Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}				
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}				
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}				
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}				
<b>PLAINTIFF Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}				
<b>CRS Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}				

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance.

# HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
<b>Recommendation of</b>	Field:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
Final Decision:		Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase R	lepair}		torney Fees Amount}	(if applicable)	:

**TEAM LEAD APPROVING:** 

{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.
Brakes	All mechanical, electrical, or fluid related components of the Brake system.
Chassis	All frame, bumper and hitch components.
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.
Glass	All glass and window components.
HVAC	All components related to heating, air conditioning and temperature.
Paint	All paint specific issues (Not metal related).
Restraints	All SIR, airbags and seatbelt issues.
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.

To gmoss@consumerlawcenter.com

12/03/2010 04:25 PM

cc bcc

Subject acknowledgment, Crittendon

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Greg Moss

your fax isn't working, we did receive your case for this client here a the GM legal department.



atly acknowledgment.doc

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

Marcia Fisher/Austin/GM1 12/08/2010 10:28 AM	cc bcc	brent.palmer@gm.com@SITELCWEB
	Subject	Re: NISM
RE: Customer Last Name: Service Request: 71-89566191 2007 Chevrolet Suburban Vehicle Identification Number Customer Relationship Special Telephone: (866) 790-5600 x	: 7J. ist: Mar	ccia Fisher

**Dear Brent Palmer** 

Just want to let you know I will be offering a cash settlement starting at \$3500.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,



brent.palmer@gm.com

12/08/2010 10:43 AM

To "marcia_fisher" <marcia_fisher@gmexpert.com>

cc bcc

Subject Re: NISM

Thanks for the fyi.

----- Original Message -----From: marcia_fisher Sent: 12/08/2010 10:28 AM EST To: Brent Palmer Subject: Re: NISM

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Brent Palmer

Just want to let you know I will be offering a cash settlement starting at \$3500.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,



VIA FAX ONLY

December 8, 2010

Gregory Moss, Esq. Krohn & Moss, Ltd 5975 W Sunrise Blvd Ste 215 Sunrise, FL 33313

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Marcia

Dear Mr. Moss:

We regret that your client(s) is dissatisfied with {his/her/their} 2007 Chevrolet Suburban and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

After careful review of this case, General Motors would like to make the following voluntary settlement offer for all defendants. This offer is being made in an effort to reach an early resolution that will be equitable to your client(s) and reinforce General Motors' commitment to its customers. General Motors requests you make this offer available to your client(s) at the earliest possible opportunity.

A cash settlement of \$3500.

Also there is a now a repair for the oil consumption issue and the dealer is willing to perform the repair at no cost to the customer.

The above offer is inclusive of any and all costs, fees, expenses, and attorney's fees, known or unknown, that are associated with the above-referenced vehicle and is contingent upon receipt of a copy of the current registration (valid for at least 30 days beyond the date this letter is signed by your client) to show proof of ownership.

Your client(s) would retain the vehicle.

If this offer is acceptable to your client(s), please have your client(s) sign this offer letter as well as the attached release and return them to us at the fax number shown on the fax cover sheet. This offer is good for 10 calendar days from the date of this letter. If your client(s) do not agree with the terms of this offer, we ask that you contact us immediately to further discuss resolution of this matter.

Furthermore, this settlement offer is contingent upon General Motors receiving a completed W-9 containing your Federal Tax ID. Failure to return the W-9 will result in a delay of processing this offer. To assist in ensuring the security of this information, the W-9 form needs to be faxed back to GM <u>separately from all other settlement documents</u>. The W-9 form can be downloaded from the IRS website at www.irs.gov. In addition, the IRS website will provide instructions for completing the W-9.

Please refer to the service request number above when contacting our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors

Odometer

Client's Signature

Client's Signature

Date

Date

## **RELEASE OF CLAIM**

Ι. (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of \$3500 paid by General Motors Company, hereby release(s) and discharge(s) General Motors Corporation, Motors Liquidation Company, General Motors Company, their subsidiaries, their authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by them, and their respective agents and employees (hereinafter referred to as "Releasees") from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2007 Chevrolet Suburban bearing Vehicle Identification Number 1GNFK16377J ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Company agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against Releasees, Releasor(s) immediately will dismiss the proceeding with prejudice.

The subject vehicle's mileage is ______ on the date of the signing of this release.

Releasor(s) has/have carefully read and understand(s) this release. Releasor(s) agree(s) and acknowledge(s) that this Release constitutes the entire agreement between Releasor(s) and Releases, and Releasor(s) is/are not relying on any representations, promises or inducements other than those stated in this release.

#### PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, YOU ARE SIGNIFYING THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

I/We agree to the terms of this Release of All Claims

DATE SIGNED: _____

Claimant's Signature

Claimant's Signature

Address

Address

City, State, Zip Code

City, State, Zip Code

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this day of	, 20,
Signature of Notary Public	
Print, type or stamp Commissioned Name of Notary Public	
Personally KnownOR Produced identification _	
Type of identification	
My commission expires:	
	Signature of Notary Public         Print, type or stamp Commissioned Name of Notary Public         Personally KnownOR Produced identification _         Type of identification



"Moss, Gregory" <gmoss@consumerlawcent er.com> 12/09/2010 10:21 AM To <marcia_fisher@gmexpert.com> cc bcc Subject RE:

Not sure what fax number you tried but I have your offer and will get back to you shortly.

Thanks.

Gregory H. Moss Krohn & Moss, Ltd. Consumer Law Center (312) 578-9428 ext 216 (866) 309-9458 Fax

Connect With Us

----Original Message-----From: marcia_fisher@gmexpert.com [mailto:marcia_fisher@gmexpert.com] Sent: Wednesday, December 08, 2010 10:08 AM To: Moss, Gregory Subject:

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Greg Moss

your fax isn't working, I have attached our initial offer and release of claim form. (See attached file: initial offer.doc) (See attached file: release of claim initial.doc)

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

# **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

#### **BRC CASE ASSESSMENT**

Latest Revision Date:

#### All Fields Are Required

(Do not delete or modify any sections of this form)

SR: 71-895661910 By: Marcia		al File / BBB Case No.: itor: N/A	N/A
Customer Last Name: Only customer's last name to be recorded. Vehicle ID No.:	Do not include first name. In Service Date: 9/29/07	State: IL 7 Vehicle Purchased:	BAC Code:
1GNFK16377]		New	189457
Year, Make & Model: 2007 Chevrole	t Suburban	Vehicle Purchased U odometer n/a	lsed on: n/a at
Current Mileage: 37,000 Sale Type: Purchase 🛛 Lease 🦳	Other : N/A	Dealer Name : Philli CAM Name:Rob Joh Phone Number: 630	nson
Lien holder: GMACx Other	: N/A	DVM Name: Brent P Phone/Cell Number:	
Purchase Price of Vehicle: \$ 46,874			
Was TAC contacted for this vehicle	(Y/N)? : yes	DVM requests involv	vement?:yes
Attorney Involvement: Greg Moss Phone Number : Krohn & Moss Fax Number : 312-578-9428 ext 21	6	Service Manager Na Phone Number : (81	

Are there **additional** field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary. No

Are there **<u>additional</u>** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary.

Yes. Steve Foley Chevrolet, now closed, no repairs done just SELLING DEALER. 8475644090, fax: 8478492263

#### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption.TAC Recommendations -Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Techlink article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation. N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

x Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

x N/A Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

□ Brakes	5			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 Engine	e/Fuel/Ex	<u>khaust</u>		
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/13/09	335003	1	15,794	Phillips Chevrolet Concern: C/S SES light is on, gas cap light came on.

5/4/09	337943	4	17,097	Correction: Evaporative Emission Canister Purge Solenoid Valve Replacement. Phillips Chevrolet
				Concern: vehicle 2 quarts low in less than 2000 miles.
				Cause: aggressive lifters
				Correction: Valve Lifter Replacement - Both Sides
7/21/09	342802	4	20,006	*rental provided* Phillips Chevrolet
				Concern: C/S low oil level light comes on.
				Cause: low oil
				Correction: No repairs available at this time, tac was contacted.
9/28/09	347250	5	23,042	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level
				Cause: oil level
				Correction: contacted and approved engine replacement, install engine replacement.
11/23/10	376967	1	36,506	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level light came on.
				Cause: low oil
				Correction: adjust oil level.
□ <u>Restra</u>	<u>aints</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 <u>Steeri</u>	ng			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Trans</u>	<u>mission</u>			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Axle</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9/28/10	372608	4	34,927	Phillips Chevrolet

Concern:C/S poping noise when taking off.

Cause: advised new tire may cause condition if driving in auto 4x4 mode.

Correction: Slip Joint, Propeller Shaft – Replace

* rental vehicle*

Body/Trim

<u> </u>				
<u>Date:</u> 5/4/09	<u>RO #:</u> 337943	<u>Days Out</u> : *	<u>Mileage:</u> 17,097	Description of Complaint and Repair Performed: Phillips Chevrolet
				Concern: C/S states inside door handle peeling
				Cause: door handle peeling
				Correction: Front Side Door Inside Handle Replacement - Right Side
8/24/09	344834	1	21,752	* 2 day rental* Phillips Chevrolet
				Concern: moldings discolored left and right side.
				Cause: moldings
				Correct: Buff/clean moldings as needed.
9/28/09	347250	*	23,042	Phillips Chevrolet
				Concern: door keeps poping
				Cause: door poping
1/29/10	255328	1	26,465	Correction: lube hinges. Phillips Chevrolet:
				Concern: door keeps poping.
				Cause:door poping.
9/28/10	372608	*	34,927	Correction: lube hinges. Phillips Chevrolet:
				Concern: C/S all side moldings discolored.
				Cause: moldings discolored
				Correction: refinish all moldings.
				Concern: C/S second row drivers side arm rest loose.
				Cause: loose at frame.
				Correction: adjust and secure.

Concern: door pops when opening.

Cause: roller frozen

Correction: replace door hinges. Concern: front emblem peeling.

Cause: peeling

Correction: replace emblem.

Chass	<u>is</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	iaal			
□ <u>Electr</u>				
Date:	<u>RO #:</u>	<u>Days Out</u> :	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Glass</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	<u>N/A</u>	N/A	N/A	N/A
□ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 <u>Paint</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	_			
Suspe	ension			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
<u>Whee</u>	<u>l/Tires</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗆 Recal	ls / Camp	paigns		
Date:		Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
		·		
□ <u>Other</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A

# Important: SES light is to be captured under affected component above.

# ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N)       N         Did you confirm your answer with the dealer/Customer (if       Y         ADR)/attorney (if Legal)? (Y or N)       Y         What type of damage was sustained (example: front end collision)?       N/A							
	if the vehicle was in an accident? (Y or N) any insurances claims on this Vehicle? (Y or N) nformation below	N/A N/A					
Insurance Company:	N/A	_					
Insurance Rep : (First and Last Name)	N/A	_					
Phone # N/A		_					
Claim Made? (Y or N):	N/A	_					
Claim Status: Pending/Denied/NA	N/A	_					
Claim # N/A		_					
Did Insurance Compa	ny refer customer to GM? (Y or N)	N/A					
If Yes. Did the insurar	nce company deny the claim? (Y or N)	N/A					
AFTERMARKET MO Are there any Afterma	<b>DIFICATIONS:</b> orket Modifications to the Vehicle? (Y or N)	_N					
	et, please list: alled or third party installed as well as date and mileage if y. Include the name of the third party installer.						
Have you confirmed m	nodification with the dealership? (Y or N)	<u>N/A</u>					
<b>Concern:</b> 71-745393312 light. closed UTC, no goo	<b>FROM All SR's RELATED TO THIS VIN:</b> 2 - CAC- opened 7/30/09 closed:11/12/09, gas cap ligh odwill. opened 7/30/09 closed:11/12/09 no goodwill offered. c	. 2					
<b>Concern:</b> 71-890325619-survey-opened 11/6/10 closed 11/16/10 transmission repair, offered a \$100 maintenance letter. <b>Date &amp; Offer/Result:</b> opened 11/6/10 closed 11/16/10, \$100 maintenance letter.							
<b>Concern:</b> 71-89272135	4-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, clo	osed because					

customer contacted the lawyer, no goodwill offered. **Date & Offer/Result:** 11/23/10 closed 11/30/10, closed due to customer retaining attorney.

## BBB PROGRAM SUMMARY ASSESSMENT: (Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? N/A

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:  $\ensuremath{\mathsf{N}/\mathsf{A}}$ 

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State:

N/A

# **Customer/Plaintiff Seeks:**

repurchase

## **Customer/Plaintiff Theory:**

Describe customer's theory of case from Demand and CAC notes (if applicable), include any specific allegations regarding # of repair visits, days out of service, or specific alleged violations. Numerpus defects including electrical, engine, body and trim.

applicable for Legal cas Alleged?:	es Yes	
IL	Claimed Presumptive?	no
yes	If not, why?	N/A
T	Alleged?:	Claimed Presumptive?

State Presumption Is:					
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 buisiness days		
<pre># of visits for a Safety Complaint?</pre>	n/a	<pre># of Visits Total?</pre>	n/a		
Must Complaint Continue to Exist?	yes	Final Repair/Arbitration Required?	yes		
Time Period for filing a Claim? 18 months filiing, 12 months					
	12,000 miles				

# Vehicle Service History (During Presumptive Period) is:

<pre># of Visits for a Non-Conformity?</pre>	0	<pre># of Days out of Service?</pre>	1
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	0
Complaint appears to Continue?	yes	Final Repair/Arbitration Complete?	no

## Does History appear Presumptive: no

Vehicle Service History (During Limited Warranty Period) is:						
<pre># of Visits for a Non-Conformity?</pre>	4	# of Days out of Service?	22			
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	9			
Must Complaint Continue to Exist?	yes	Final Repair or Arbitration Req'd?	yes			
Related Repairs beyond N	/LW:	yes				
Customer Pay?	NO	If no, identify responsible party:	N/a			
Additional Days out of Service?	1	Additional # of Repair Visits?	1			
Other Considerations:		no				
Outcome/Findings of Arb/Final Repa	air:	n/a				
Prior Goodwill/reimbursement:	yes	\$100 maintenance letter 11/16/10				
Out of Pocket Expenses:	no	n/a				

## **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

#### Pertinent vehicle information provided by DVM/DSM/CAM:

FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

#### Pertinent vehicle information provided by dealer Service Manager:

none

## Identify at least three main strengths of the customer's case?

-significant repairs for oil consumption-

#### Identify at least three main weaknesses of the customer's case?

-all repairs occurred after the presumption period--customer is out of filing time-

-no days out of service.

Are there any considerations to be made under other applicable laws? (Explain in detail)

Customer was told in SR # 71-745393312 that engine repair would not for sure fix the oil consumption issue, she decided to go through with repair anyway.

## **Recommendation:**

Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$3500-\$5500 cash settlement and complete necessary repair at no cost. Send NFA if offers not accepted.

### **Rationale:**

\$3500-\$5500 cash settlement due to number of repairs for oil consumption. Send NFA if offers not accepted.

## Settlement/Defense Strategy:

Customer appears not to be in presumption offer cash settlement for repairs on consumptiomn

# **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail,	Trade Collateral, or Trad	de New Finance.
*Add additional lines for additional offers/counter offers.	-	

<b>Plaintiff's Original Dema</b> Amount to Plaintiff/Atty: Inclusive Offer:	•	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	countered
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A\$N/A \$3500	Settlement Type: cash Date: 12/08/10	countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N/A \$14,500	Settlement Type: cash Date: 12/10/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N//A \$4000	Settlement Type: cash Date: 12/10/10	{Accepted / Countered}
<b>PLAINTIFF Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
<b>CRS Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

# HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
<b>Recommendation of</b>	Field:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
Final Decision:		Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase R	lepair}		torney Fees Amount}	(if applicable)	:

**TEAM LEAD APPROVING:** 

{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION		
Axle	Includes all components related to the axle, differential, driveline, & rear end.		
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.		
Brakes	All mechanical, electrical, or fluid related components of the Brake system.		
Chassis	All frame, bumper and hitch components.		
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.		
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.		
Glass	All glass and window components.		
HVAC	All components related to heating, air conditioning and temperature.		
Paint	All paint specific issues (Not metal related).		
Restraints	All SIR, airbags and seatbelt issues.		
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.		
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.		
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.		
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.		



"Kaczander, Eric" <ekaczander@consumerla wcenter.com> 12/10/2010 02:33 PM



To <marcia_fisher@gmexpert.com>

Marcia,

My client has rejected your offer. He has authorized me to make a settlement demand of \$14,500 inclusive of attorneys' fees. This demand is valid for 7 days. Please let me know. Thanks.

Eric

Eric Kaczander Attorney at Law Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, Illinois 60602 (312) 578-9428 x274 (direct) fax: (866) 289-0898 email: ekaczander@consumerlawcenter.com web: www.krohnandmoss.com

----Original Message-----From: marcia_fisher@gmexpert.com [mailto:marcia_fisher@gmexpert.com] Sent: Wednesday, December 08, 2010 10:08 AM To: Moss, Gregory Subject:

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Greq Moss

your fax isn't working, I have attached our initial offer and release of claim form.(See attached file: initial offer.doc)(See attached file: release of claim initial.doc)

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,



#### VIA FAX ONLY

December 10, 2010

Gregory Moss, Esq. KROHN & MOSS 120 West Madison Street 10th Floor Chicago, IL 60602

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Marcia

Dear Mr. Moss:

We regret that your client(s) is dissatisfied with his 2007 Chevrolet Suburban and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

After careful review of this case, General Motors would like to make the following voluntary settlement offer for all defendants. This offer is being made in an effort to reach an early resolution that will be equitable to your client(s) and reinforce General Motors' commitment to its customers. General Motors requests you make this offer available to your client(s) at the earliest possible opportunity.

A cash settlement of \$4000.

The above offer is inclusive of any and all costs, fees, expenses, and attorney's fees, known or unknown, that are associated with the above-referenced vehicle and is contingent upon receipt of a copy of the current registration (valid for at least 30 days beyond the date this letter is signed by your client) to show proof of ownership.

Your client(s) would retain the vehicle.

If this offer is acceptable to your client(s), please have your client(s) sign this offer letter as well as the attached release and return them to us at the fax number shown on the fax cover sheet. This offer is good for 10 calendar days from the date of this letter. If your client(s) do not agree with the terms of this offer, we ask that you contact us immediately to further discuss resolution of this matter.

Furthermore, this settlement offer is contingent upon General Motors receiving a completed W-9 containing your Federal Tax ID. Failure to return the W-9 will result in a delay of processing this offer. To assist in ensuring the security of this information, the W-9 form needs to be faxed back to GM <u>separately from all other settlement documents</u>. The W-9 form can be downloaded from the IRS website at www.irs.gov. In addition, the IRS website will provide instructions for completing the W-9.

Please refer to the service request number above when contacting our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors

Odometer

Client's Signature

Client's Signature

Date

Date

Marcia Fisher/Austin/GM1	То	gmoss@consumerlawcenter.com
12/13/2010 10:25 AM	сс	
	bcc	
	Subject	
RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J Customer Relationship Specialist: Marcia Telephone: (866) 790-5600 × 31150	Fisher	
Dear Mr. Greg Moss		

(W

here is our most recent offer, run this by you client and let me know, thanks. counter offer1.doc



release of claim1.doc

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

## **RELEASE OF CLAIM**

I, (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of \$4000 paid by General Motors Company, hereby release(s) and discharge(s) General Motors Corporation, Motors Liquidation Company, General Motors Company, their subsidiaries, their authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by them, and their respective agents and employees (hereinafter referred to as "Releasees") from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase repair, maintenance, operation, alteration, or use of Releasor(s) 2007 Chevrolet Suburban bearing Vehicle Identification Number 1GNFK16377J ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Company agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against Releasees, Releasor(s) immediately will dismiss the proceeding with prejudice.

The subject vehicle's mileage is ______ on the date of the signing of this release.

Releasor(s) has/have carefully read and understand(s) this release. Releasor(s) agree(s) and acknowledge(s) that this Release constitutes the entire agreement between Releasor(s) and Releases, and Releasor(s) is/are not relying on any representations, promises or inducements other than those stated in this release.

#### PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, YOU ARE SIGNIFYING THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

I/We agree to the terms of this Release of All Claims

DATE SIGNED: _____

Claimant's Signature

Claimant's Signature

Address

Address

City, State, Zip Code

City, State, Zip Code

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this day of	, 20,
Signature of Notary Public	
Print, type or stamp Commissioned Name of Notary Public	
Personally KnownOR Produced identification _	
Type of identification	
My commission expires:	
	Signature of Notary Public         Print, type or stamp Commissioned Name of Notary Public         Personally KnownOR Produced identification _         Type of identification



"Kaczander, Eric" <ekaczander@consumerla wcenter.com> 12/14/2010 05:04 PM

То	<marcia_fisher@gmexpert.com></marcia_fisher@gmexpert.com>
сс	
bcc	
Subject	RE

Marcia,

My client has rejected your offer of \$4,000 inclusive of attorneys' fees. He has authorized me to lower his previous demand to \$13,500 inclusive of attorneys' fees. This demand is valid until the close of business on Friday. Please let me know if you have any questions. Thanks.

Eric

Eric Kaczander Attorney at Law Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, Illinois 60602 (312) 578-9428 x274 (direct) fax: (866) 289-0898 email: ekaczander@consumerlawcenter.com web: www.krohnandmoss.com

-----Original Message-----From: marcia_fisher@gmexpert.com [mailto:marcia_fisher@gmexpert.com] Sent: Monday, December 13, 2010 9:26 AM To: Moss, Gregory Subject:

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Mr. Greg Moss

here is our most recent offer, run this by you client and let me know, thanks.(See attached file: counter offer1.doc)(See attached file: release of claim1.doc)

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,



#### VIA FAX ONLY

December 14, 2010

Gregory Moss, Esq. KROHN & MOSS 120 West Madison Street 10th Floor Chicago, IL 60602

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Marcia

Dear Mr. Moss:

We regret that your client(s) is dissatisfied with his 2007 Chevrolet Suburban and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

After careful review of this case, General Motors would like to make the following voluntary settlement offer for all defendants. This offer is being made in an effort to reach an early resolution that will be equitable to your client(s) and reinforce General Motors' commitment to its customers. General Motors requests you make this offer available to your client(s) at the earliest possible opportunity.

A cash settlement of \$4500.

The above offer is inclusive of any and all costs, fees, expenses, and attorney's fees, known or unknown, that are associated with the above-referenced vehicle and is contingent upon receipt of a copy of the current registration (valid for at least 30 days beyond the date this letter is signed by your client) to show proof of ownership.

Your client(s) would retain the vehicle.

If this offer is acceptable to your client(s), please have your client(s) sign this offer letter as well as the attached release and return them to us at the fax number shown on the fax cover sheet. This offer is good for 10 calendar days from the date of this letter. If your client(s) do not agree with the terms of this offer, we ask that you contact us immediately to further discuss resolution of this matter.

Furthermore, this settlement offer is contingent upon General Motors receiving a completed W-9 containing your Federal Tax ID. Failure to return the W-9 will result in a delay of processing this offer. To assist in ensuring the security of this information, the W-9 form needs to be faxed back to GM <u>separately from all other settlement documents</u>. The W-9 form can be downloaded from the IRS website at www.irs.gov. In addition, the IRS website will provide instructions for completing the W-9.

Please refer to the service request number above when contacting our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors

Odometer

Client's Signature

Client's Signature

Date

Date

Marcia Fisher/Austin/GM1	То	gmoss@consumerlawcenter.com
12/14/2010 06:10 PM	сс	
	bcc	
	Subject	
RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J Customer Relationship Specialist: Mar	cia Fisher	

Telephone: (866) 790-5600 x 31150 counter offer2.doc release of claim2.doc

**Dear Greg Moss** 

Our best offer at this time will \$4500 I have attached the most recent offer letter and claim form, run this by your client and let me know at your earliest convenience. thanks.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

## **RELEASE OF CLAIM**

I. (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of \$4500 paid by General Motors Company, hereby release(s) and discharge(s) General Motors Corporation, Motors Liquidation Company, General Motors Company, their subsidiaries, their authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by them, and their respective agents and employees (hereinafter referred to as "Releasees") from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2007 Chevrolet Suburban bearing Vehicle Identification Number 1GNFK16377J ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Company agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against Releasees, Releasor(s) immediately will dismiss the proceeding with prejudice.

The subject vehicle's mileage is ______ on the date of the signing of this release.

Releasor(s) has/have carefully read and understand(s) this release. Releasor(s) agree(s) and acknowledge(s) that this Release constitutes the entire agreement between Releasor(s) and Releases, and Releasor(s) is/are not relying on any representations, promises or inducements other than those stated in this release.

#### PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, YOU ARE SIGNIFYING THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

I/We agree to the terms of this Release of All Claims

DATE SIGNED: _____

Claimant's Signature

Claimant's Signature

Address

Address

City, State, Zip Code

City, State, Zip Code

STATE OF _____

COUNTY OF _____

Sworn to (or a	affirmed) and subscribed before me this day of	, 20
	Signature of Notary Public	-
	Print, type or stamp Commissioned Name of Notary Publ	_ ic
	Personally KnownOR Produced identification	on
	Type of identification	
	My commission expires:	



"Kaczander, Eric" <ekaczander@consumerla wcenter.com> 12/15/2010 12:55 PM To <marcia_fisher@gmexpert.com>

сс

bcc

Subject RE: Crittendon

Marcia,

My client has rejected your offer. You indicate it is GM's final offer. However, \$4,500 inclusive of attorneys' fees is a very low offer based on the facts of this case. The vehicle's engine was replaced at about 23,000 miles, after the vehicle was brought in a number of times for the same problem. Then, even after the engine replacement, the vehicle again began exhibiting the same problem. If GM feels that it reasonably repaired the vehicle and that the vehicle was fit for its ordinary purpose (even though the engine needed to be replaced at 23,000 miles) and wants to proceed through litigation, so be it.

Despite the fact you indicated this was to be your final offer, my client is still interested in trying to resolve this matter without the need for further litigation, and has authorized me to lower his previous demand to \$12,500 inclusive of attorneys' fees. This demand is valid until the close of business on Friday. Please let me know and feel free to contact me to discuss this matter further.

Eric

Eric Kaczander Attorney at Law Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, Illinois 60602 (312) 578-9428 x274 (direct) fax: (866) 289-0898 email: ekaczander@consumerlawcenter.com web: www.krohnandmoss.com

-----Original Message-----From: marcia_fisher@gmexpert.com [mailto:marcia_fisher@gmexpert.com] Sent: Tuesday, December 14, 2010 5:15 PM To: Moss, Gregory Subject:

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150(See attached file: counter offer2.doc) (See attached file: release of claim2.doc) Dear Greg Moss

Our best offer at this time will \$4500 I have attached the most recent offer letter and claim form, run this by your client and let me know at your earliest convenience. thanks.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

General Motors



### VIA FAX ONLY

December 15, 2010

Gregory Moss, Esq. KROHN & MOSS 120 West Madison Street 10th Floor Chicago, IL 60602

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Marcia

Dear Mr. Moss:

We have received your rejection of our counter-offer, dated 12/15/10. In an attempt to settle this matter, General Motors is making a final offer of \$5000.

We ask that you discuss General Motors' offer with your client(s) at your earliest opportunity. This offer will remain available for five (5) calendar days from the date of this letter. If your client(s) agree with the terms of this offer, please have the offer letter and release executed where indicated and faxed to the number on the fax cover sheet. If your client(s) do not agree with the terms of the offer, we will assume that this matter is unable to be resolved and will close our file.

If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors

Current Vehicle Mileage

Client's Signature

Client's Signature

Date

Date

	Marcia Fisher/Austin/GM1	To g	moss@consumerlawcenter.com
	12/15/2010 01:29 PM	сс	
		bcc	
		Subject	
Service Rea 2007 Chevi Vehicle Ide Customer F	ner Last Name: quest: 71-895661910 rolet Suburban ntification Number: 7J Relationship Specialist: Marcia (866) 790-5600 ×31150		release of claim final.doc

**Dear Greg Moss** 

I have attached GMs final offer of \$5000 please run this by your client and let me know at your earliest convenience, thanks.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 

# **RELEASE OF CLAIM**

I. (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of \$5000 paid by General Motors Company, hereby release(s) and discharge(s) General Motors Corporation, Motors Liquidation Company, General Motors Company, their subsidiaries, their authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by them, and their respective agents and employees (hereinafter referred to as "Releasees") from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2007 Chevrolet Suburban bearing Vehicle Identification Number 1GNFK16377J ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Company agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against Releasees, Releasor(s) immediately will dismiss the proceeding with prejudice.

The subject vehicle's mileage is ______ on the date of the signing of this release.

Releasor(s) has/have carefully read and understand(s) this release. Releasor(s) agree(s) and acknowledge(s) that this Release constitutes the entire agreement between Releasor(s) and Releases, and Releasor(s) is/are not relying on any representations, promises or inducements other than those stated in this release.

## PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, YOU ARE SIGNIFYING THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

I/We agree to the terms of this Release of All Claims

DATE SIGNED: _____

Claimant's Signature

Claimant's Signature

Address

Address

City, State, Zip Code

City, State, Zip Code

STATE OF _____

COUNTY OF _____

orn to (or affirmed) and subscribed before me this day of	, 20
Signature of Notary Public	
Print, type or stamp Commissioned Name of Notary Public	
Personally KnownOR Produced identification	
Type of identification	
My commission expires:	
Swe	Print, type or stamp Commissioned Name of Notary Public Personally KnownOR Produced identification Type of identification



### VIA FAX ONLY

December 16, 2010

Gregory Moss, Esq. KROHN & MOSS 120 West Madison Street 10th Floor Chicago, IL 60602

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Marcia

Dear Mr. Moss:

We have received your rejection of our settlement offer, dated 12/15/10. After further review, we do not believe that additional adjustment of our settlement offer, dated 12/15/10 is appropriate in this matter. At this time, General Motors is again extending its previous offer. This offer will remain available for ten (10) calendar days. If your client has not accepted our offer within that timeframe, we will assume that this matter is unable to be resolved and will close our file.

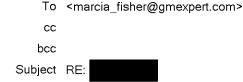
If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors



"Kaczander, Eric" <ekaczander@consumerla wcenter.com> 12/16/2010 03:04 PM



Marcia,

My client has rejected your offer of \$5,000 total. Although you indicated it was your final offer, my client is still interested in trying to resolve this case. As such, he has authorized me to lower his previous demand to \$12,000 inclusive of attorneys' fees. This demand is valid for 7 days. Please let me know.

Thanks,

Eric

Eric Kaczander Attorney at Law Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, Illinois 60602 (312) 578-9428 x274 (direct) fax: (866) 289-0898 email: ekaczander@consumerlawcenter.com web: www.krohnandmoss.com

----Original Message-----From: marcia_fisher@gmexpert.com [mailto:marcia_fisher@gmexpert.com] Sent: Wednesday, December 15, 2010 12:29 PM To: Moss, Gregory Subject:

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J (See attached file: final offer.doc) (See attached file: release of claim final.doc) Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Greg Moss

I have attached GMs final offer of \$5000 please run this by your client and let me know at your earliest convenience, thanks.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

General Motors

# **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

## **BRC CASE ASSESSMENT**

Latest Revision Date:

#### All Fields Are Required

(Do not delete or modify any sections of this form)

SR: 71-895661910 By: Marcia		GM Legal File / BBB Case No.: N/A Negotiator: N/A			
Customer Last Name: Crittendon Only customer's last name to be recorded. Vehicle ID No.:	Do not include first name. In Service Date: 9/29/	State: IL '07 Vehicle Purchased:	BAC Code:		
1GNFK16377J		New	189457		
Year, Make & Model: 2007 Chevrole	t Suburban	Vehicle Purchased U odometer n/a	lsed on: n/a at		
Current Mileage: 37,000 Sale Type: Purchase 🛛 Lease 🦲	Other: N/A	Dealer Name : Philli CAM Name:Rob Joh Phone Number: 630	nson		
Lien holder: GMACx Other	: N/A	DVM Name: Brent P Phone/Cell Number:			
Purchase Price of Vehicle: \$ 46,874					
Was TAC contacted for this vehicle	(Y/N)? : yes	DVM requests involv	vement?:yes		
Attorney Involvement: Greg Moss Phone Number : Krohn & Moss Fax Number : 312-578-9428 ext 21	6	Service Manager Na Phone Number : (81			

Are there **<u>additional</u>** field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary. No

Are there **<u>additional</u>** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary.

Yes. Steve Foley Chevrolet, now closed, no repairs done just SELLING DEALER. 8475644090, fax: 8478492263

#### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption.TAC Recommendations -Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Techlink article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation. N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

x Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

x N/A Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

□ Brakes	5			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
Engine/Fuel/Exhaust				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/13/09	335003	1	15,794	Phillips Chevrolet Concern: C/S SES light is on, gas cap light came on.

5/4/09	337943	4	17,097	Correction: Evaporative Emission Canister Purge Solenoid Valve Replacement. Phillips Chevrolet
				Concern: vehicle 2 quarts low in less than 2000 miles.
				Cause: aggressive lifters
				Correction: Valve Lifter Replacement - Both Sides
7/21/09	342802	4	20,006	*rental provided* Phillips Chevrolet
				Concern: C/S low oil level light comes on.
				Cause: low oil
				Correction: No repairs available at this time, tac was contacted.
9/28/09	347250	5	23,042	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level
				Cause: oil level
				Correction: contacted and approved engine replacement, install engine replacement.
11/23/10	376967	1	36,506	*rental vehicle* Phillips Chevrolet
				Complaint: low oil level light came on.
				Cause: low oil
				Correction: adjust oil level.
□ <u>Restra</u>	<u>aints</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 <u>Steeri</u>	ng			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Trans</u>	<u>mission</u>			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Axle</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9/28/10	372608	4	34,927	Phillips Chevrolet

Concern:C/S poping noise when taking off.

Cause: advised new tire may cause condition if driving in auto 4x4 mode.

Correction: Slip Joint, Propeller Shaft – Replace

* rental vehicle*

Body/Trim

<u> </u>				
<u>Date:</u> 5/4/09	<u>RO #:</u> 337943	<u>Days Out</u> : *	<u>Mileage:</u> 17,097	Description of Complaint and Repair Performed: Phillips Chevrolet
				Concern: C/S states inside door handle peeling
				Cause: door handle peeling
				Correction: Front Side Door Inside Handle Replacement - Right Side
8/24/09	344834	1	21,752	* 2 day rental* Phillips Chevrolet
				Concern: moldings discolored left and right side.
				Cause: moldings
				Correct: Buff/clean moldings as needed.
9/28/09	347250	*	23,042	Phillips Chevrolet
				Concern: door keeps poping
				Cause: door poping
1/29/10	255328	1	26,465	Correction: lube hinges. Phillips Chevrolet:
				Concern: door keeps poping.
				Cause:door poping.
9/28/10	372608	*	34,927	Correction: lube hinges. Phillips Chevrolet:
				Concern: C/S all side moldings discolored.
				Cause: moldings discolored
				Correction: refinish all moldings.
				Concern: C/S second row drivers side arm rest loose.
				Cause: loose at frame.
				Correction: adjust and secure.

Concern: door pops when opening.

Cause: roller frozen

Correction: replace door hinges. Concern: front emblem peeling.

Cause: peeling

Correction: replace emblem.

Chass	<u>is</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	iaal			
□ <u>Electr</u>				
Date:	<u>RO #:</u>	<u>Days Out</u> :	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
□ <u>Glass</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	<u>N/A</u>	N/A	N/A	N/A
□ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗌 <u>Paint</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
	_			
Suspe	ension			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
<u>Whee</u>	<u>l/Tires</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
🗆 Recal	ls / Camp	paigns		
Date:		Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A
		·		
□ <u>Other</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	N/A	N/A	N/A	N/A

# Important: SES light is to be captured under affected component above.

# ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Did you confirm your a ADR)/attorney (if Leg	een involved in an accident? (Y or N) N answer with the dealer/Customer (if Y al)? (Y or N) was sustained (example: front end collision)?	
	if the vehicle was in an accident? (Y or N) any insurances claims on this Vehicle? (Y or N) nformation below	N/A N/A
Insurance Company:	N/A	_
Insurance Rep : (First and Last Name)	N/A	_
Phone # N/A		_
Claim Made? (Y or N):	N/A	_
Claim Status: Pending/Denied/NA	N/A	_
Claim # N/A		_
Did Insurance Compa	ny refer customer to GM? (Y or N)	N/A
If Yes. Did the insurar	nce company deny the claim? (Y or N)	N/A
AFTERMARKET MO Are there any Afterma	<b>DIFICATIONS:</b> orket Modifications to the Vehicle? (Y or N)	_N
	et, please list: alled or third party installed as well as date and mileage if y. Include the name of the third party installer.	
Have you confirmed m	nodification with the dealership? (Y or N)	<u>N/A</u>
<b>Concern:</b> 71-745393312 light. closed UTC, no goo	<b>FROM All SR's RELATED TO THIS VIN:</b> 2 - CAC- opened 7/30/09 closed:11/12/09, gas cap ligh odwill. opened 7/30/09 closed:11/12/09 no goodwill offered. c	. 2
\$100 maintenance letter	9-survey-opened 11/6/10 closed 11/16/10 transmission : opened 11/6/10 closed 11/16/10, \$100 maintenance le	•
<b>Concern:</b> 71-89272135	4-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, clo	osed because

customer contacted the lawyer, no goodwill offered. **Date & Offer/Result:** 11/23/10 closed 11/30/10, closed due to customer retaining attorney.

# BBB PROGRAM SUMMARY ASSESSMENT: (Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? N/A

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:  $\ensuremath{\mathsf{N}/\mathsf{A}}$ 

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State:

N/A

# **Customer/Plaintiff Seeks:**

repurchase

# **Customer/Plaintiff Theory:**

Describe customer's theory of case from Demand and CAC notes (if applicable), include any specific allegations regarding # of repair visits, days out of service, or specific alleged violations. Numerpus defects including electrical, engine, body and trim.

applicable for Legal cas Alleged?:	es Yes	
IL	Claimed Presumptive?	no
yes	If not, why?	N/A
T	Alleged?:	Claimed Presumptive?

	State Pres	sumption Is:	
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 buisiness days
<pre># of visits for a Safety Complaint?</pre>	n/a	<pre># of Visits Total?</pre>	n/a
Must Complaint Continue to Exist?	yes	Final Repair/Arbitration Required?	yes
Time Period for filing a Claim?	18 months filii	ing, 12 months	
	12,000 miles		

# Vehicle Service History (During Presumptive Period) is:

<pre># of Visits for a Non-Conformity?</pre>	0	<pre># of Days out of Service?</pre>	1
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	0
Complaint appears to Continue?	yes	Final Repair/Arbitration Complete?	no

# Does History appear Presumptive: no

Vehicle Service Hi	istory (Du	ring Limited Warranty Period)	is:
<pre># of Visits for a Non-Conformity?</pre>	4	# of Days out of Service?	22
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	9
Must Complaint Continue to Exist?	yes	Final Repair or Arbitration Req'd?	yes
Related Repairs beyond N	/LW:	yes	
Customer Pay?	NO	If no, identify responsible party:	N/a
Additional Days out of Service?	1	Additional # of Repair Visits?	1
Other Considerations:		no	
Outcome/Findings of Arb/Final Repa	air:	n/a	
Prior Goodwill/reimbursement:	yes	\$100 maintenance letter 11/16/10	
Out of Pocket Expenses:	no	n/a	

# **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

## Pertinent vehicle information provided by DVM/DSM/CAM:

FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

## Pertinent vehicle information provided by dealer Service Manager:

none

# Identify at least three main strengths of the customer's case?

-significant repairs for oil consumption-

### Identify at least three main weaknesses of the customer's case?

-all repairs occurred after the presumption period--customer is out of filing time-

-no days out of service.

Are there any considerations to be made under other applicable laws? (Explain in detail)

Customer was told in SR # 71-745393312 that engine repair would not for sure fix the oil consumption issue, she decided to go through with repair anyway.

# **Recommendation:**

Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$3500-\$5500 cash settlement and complete necessary repair at no cost. Send NFA if offers not accepted.

# **Rationale:**

\$3500-\$5500 cash settlement due to number of repairs for oil consumption. Send NFA if offers not accepted.

# Settlement/Defense Strategy:

Sent my final offer of \$5000, was not accepted, sent NFA will close not settled.

# **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case progression. ***Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.** 

*Add additional lines for additional offers/counter offers.				
Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:	•	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	countered	
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A\$N/A \$3500	cash l		
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N/A \$14,500	Settlement Type: cash Date: 12/10/10	countered	
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N//A \$4000	Settlement Type: cash Date: 12/10/10	countered	
<b>PLAINTIFF Counter Offe</b> Amount to Plaintiff/Atty: Inclusive Offer:	r: \$N/A/\$N/A \$13,500	Settlement Type: Cash Date: 12/14/10	countered	
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$ N/A /\$ N/A \$4500			
Plaintiff Counter offer: Inclusive:	\$12,500	Settlement Type:		
CRS Final Offer: Inclusive:	\$5000	cash Date: 12/15/10	Countered	
Plaintiff Counter offer: Inclusive	\$12,000			
CRS Final offer	\$5000, Sent NFA			

# HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Settle case:	
Settlement Type:	{GW/Repurchase/F	Repair}	Attorney Fees (if a \${Amount}	applicable):
<b>Recommendation of</b>	Field:	Arbitrate case:	Settle case:	
Settlement Type:	{GW/Repurchase/F	Repair}	Attorney Fees (if a \${Amount}	applicable):
Final Decision:		Arbitrate case:	Settle case:	
Settlement Type:	{GW/Repurchase R	epair}	Attorney Fees (if a \${Amount}	applicable):

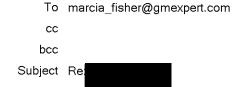
**TEAM LEAD APPROVING:** 

{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.
Brakes	All mechanical, electrical, or fluid related components of the Brake system.
Chassis	All frame, bumper and hitch components.
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.
Glass	All glass and window components.
HVAC	All components related to heating, air conditioning and temperature.
Paint	All paint specific issues (Not metal related).
Restraints	All SIR, airbags and seatbelt issues.
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.

brent.palmer@gm.com 12/22/2010 05:07 PM



Wow, I can't believe they didn't accept that offer! Let me know if this goes to GM's legal counsel. I'd like the option to follow this one through if it goes to court. Thanks.

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: brent.palmer@gm.com

From: marcia_fisher@gmexpert.com To: brent.palmer@gm.com Date: 12/21/2010 12:18 PM Subject:

RE: Customer Last Name Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 7J. Customer Relationship Specialist: Marcia Fisher Telephone: (866) 790-5600 x 31150

Dear Brent Palmer

Customer has rejected my final offer of \$5000 and if he does not accept this offer by monday December 27 I will be closing the case, just a heads up.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

General Motors

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

Confidentiality Note: This message is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged material. Any review, transmission, dissemination or other use, or taking of any action in reliance upon this message by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please contact the sender and delete it from your computer.

2122111 L

Service of Process Transmittal 02/04/2011 CT Log Number 517987344

**Rosemarie Williams** TO: General Motors Legal Staff 400 Renaissance Center, Mail Code 482-038-210 Detroit, MI 48265-4000

#### RE: **Process Served in Michigan**

FOR: General Motors LLC (Domestic State: DE)

TITLE OF ACTION: Pltf. vs. General Motors LLC, Dft. DOCUMENT(S) SERVED: Summons, Complaint, Affidavit, Exhibit(s) COURT/AGENCY: 12th Circuit Court, Will County, IL Case # 11AR00071 NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - Manufacturing Defects - A variety of which includes electrical, engine and body and trim defects - Pertaining to a 2007 Chevrolet Suburban, VIN 1GNFK16377J ON WHOM PROCESS WAS SERVED: The Corporation Company, Bingham Farms, MI DATE AND HOUR OF SERVICE: By Process Server on 02/04/2011 at 14:20 JURISDICTION SERVED : Michigan APPEARANCE OR ANSWER DUE: February 22, 2011 at 1:00 p.m. ATTORNEY(S) / SENDER(S): Eric Kaczander Krohn & Moss, Ltd. 120 West Madison Street, 10th Floor Chicago, IL 60602 312-578-9428 ACTION ITEMS: CT has retained the current log, Retain Date: 02/04/2011, Expected Purge Date: 02/09/2011 Image SOP SOP Papers with Transmittal, via Fax, Rosemarie Williams 313-665-7572 Email Notification, SOP Recipient gm_sop@gm.com Email Notification, GM Verification GMVerification@wolterskluwer.com Fax Transmittal, Rosemarie Williams 313-665-7572 on 2/4/2011 at 3:45 p.m. est - bjs/md SIGNED: The Corporation Company Stephanie Hendrickson 30600 Telegraph Road PER: ADDRESS: Suite 2345 Bingham Farms, MI 48025-5720 TELEPHONE: 248-646-9033

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

Conne Postelli Kopka Pinkus Dolin

4 Eads

ERIBS

Page 1 of 1 / KS

CT: 2/4/11 4:03

information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents

72:1/95



Brion Stevens Legal Coordinator Phone: 512-386-0773 Fax: Email: brion.stevens@gm.com GENERAL MOTORS LLC LEGAL STAFF Mail Code: 482-023-205 P.O. Box 400 Detroit, M! 48265-4000

February 4, 2011

Attorney Work Product Privileged and Confidential

Connie Postelli Kopka Pinkus Dolin & Eads Llc 9801 Connecticut Drive Crown Point, IN 46307

Re: GM File No.: 724195 v. General Motors LLC

Dear Mr. Postelli:

This will acknowledge your agreement to represent General Motors in this case.

This case is part of the Early Resolution Program. A representative of the Business Resource Center (BRC) will evaluate this case to determine if it merits settlement. No evaluation is required on your part at this point. Rather, it is requested that you file an answer and do anything else necessary to comply with the court. Contact me if additional information is needed to complete the answer; however, I do not need a copy of the answer to the complaint.

If this case is removed from the Early Resolution Program, the BRC will promptly advise you.

It is also important that you advise us of the names of any of your firm's new timekeepers who will be working on this case. On all written communication, please be sure to include the GM Case Name and Case Number. Feel free to contact me with any questions.

Sincerely, Brion Stevens



#### Service of Process Transmittal 02/04/2011 CT Log Number 517987344

TO: Rosemarie Williams General Motors Legal Staff 400 Renaissance Center, Mail Code 482-038-210 Detroit, MI 48265-4000

#### RE: Process Served in Michigan

FOR: General Motors LLC (Domestic State: DE)

TITLE OF ACTION: Pltf. vs. General Motors LLC, Dft. **DOCUMENT(S) SERVED:** Summons, Complaint, Affidavit, Exhibit(s) COURT/AGENCY: 12th Circuit Court, Will County, IL Case # 11AR00071 NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - Manufacturing Defects - A variety of which includes electrical, engine and body and trim defects - Pertaining to a 2007 Chevrolet Suburban, VIN 1GNFK16377J **ON WHOM PROCESS WAS SERVED:** The Corporation Company, Bingham Farms, MI DATE AND HOUR OF SERVICE: By Process Server on 02/04/2011 at 14:20 **JURISDICTION SERVED:** Michigan **APPEARANCE OR ANSWER DUE:** February 22, 2011 at 1:00 p.m. ATTORNEY(S) / SENDER(S): Eric Kaczander Krohn & Moss, Ltd. 120 West Madison Street, 10th Floor Chicago, IL 60602 312-578-9428 CT has retained the current log, Retain Date: 02/04/2011, Expected Purge Date: 02/09/2011 ACTION ITEMS: Image SOP SOP Papers with Transmittal, via Fax, Rosemarie Williams 313-665-7572 Email Notification, GM Verification GMVerification@wolterskluwer.com SIGNED: The Corporation Company Stephanie Hendrickson PER: ADDRESS: 30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720 248-646-9033 TELEPHONE:

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

#### Page 1 of 1 / KS

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STATE OF ILLINOIS) )SS COUNTY OF WILL )

# IN THE CIRCUIT COURT® OF THE TWELFTH JUDICIAL CIRCUIT WILL COUNTY, ILLINOIS

⊢ Plaintiff vs

CASE NO: 11A R 0007 1

General Motors LLC

Defendant

General Motors LLC 40 The Corporation Company To: Each Defendant: 30600 Telegraph Rel, Ste. 2345

Bindian Forms, M1 18025 You are hereby summoned and required to appear before this Court at the Will County Court Annex, 57 N. Ottawa, Joliet, Illinois, on FEBRUARY 22, ,20 11, in courtroom 117 at 1:00 am/om to answer the complaint of the plaintiff(s), a copy of which is attached hereto, IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

RETURN: This summons may not be served later than three (3) days before the date of appearance.

WITNESS JAN 2 4 2011 , 20

(Seal of Court)

PAMELA J. MCGUIRE

(Clerk of the Circuit Court)

#### NOTICE TO PLAINTIFF

If you fail to appear on the date set for return shown above, the case may be dismissed for want of prosecution.

# IF THIS SUIT INVOLVES A CLAIM IN TORT, SUPREME COURT RULE 222 DISCLOSURE STATEMENT MUST BE ATTACHED TO THE COMPLAINT.

#### To the Officer:

This summons must be returned by the officer of other person to whom it was given for service with endorsement of service and fees, if any, after service and not less than three days before the date of appearance. If service cannot be made, this summons shall be returned so endorsed.

Attorney Name Eric Kaczander	
ARDC # 62 63 184	
Firm Name Krohn & Moss, Ltd.	
Attorney for Plaintiff	
Address 120 W. Madison St., 10th Fl	
City and Zip Chicago, IL 60602	
Telephone (312) 578-9428	

NOTICE TO PLAINTIFF OR PLAINTIFF'S ATTORNEY: When preparing the above SUMMONS, you will insert a return date not less than 21 nor more than 40 days after the date of issuance;

Note: The filing of an appearance or answer with the Circuit Court Clerk requires a statutory filing fee. payable at the time of filing.

# PAMELA J. MCGUIRE, CLERK OF THE CIRCUIT COURT OF WILL COUNTY

White – Court Yellow – Plaintiff Pink – Defendant

AR 10 (Revised 07/05)

# IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT WILL COUNTY, ILLINOIS

Plaintiff,	) $11 \text{ A R } 0007$	2011 JAN	
VS.	) $No.$	II PM	
GENERAL MOTORS LLC,	() )	<u>či</u>	$\bigcirc$
Defendant.	)	မ္	

### **COMPLAINT**

NOW COMES Plaintiff, between the second seco

# **PARTIES**

1. Plaintiff, **Constant and Constant and Con** 

2. Defendant, GENERAL MOTORS LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Will, and is engaged in the manufacture, sale, and/or 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, including Phillips Chevrolet ("Seller"). Manufacturer does business in all counties of the State of Illinois including Will County, and maintains offices in the County of Will, State of Illinois.

#### BACKGROUND

3. On or about September 29, 2007, Plaintiff purchased from Seller a 2007 Chevrolet Suburban ("Suburban"), manufactured by Manufacturer, Vehicle Identification No. 1GNFK16377 for valuable consideration (See Plaintiff's purchase documents, attached hereto as Exhibit "A").

4. The purchase price of the Suburban, excluding registration charges, documents fees and sales tax, and collateral charges, such as bank and finance charges, totaled more than \$48,498.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Suburban was not fit for its ordinary purpose of providing trouble free and reliable transportation.

6. In consideration for the purchase of the Suburban, Manufacturer issued and supplied to Plaintiff 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 Manufacturer's New Car Warranty booklet (See Warranty Booklet, attached hereto as Exhibit "B").

7. On or about September 29, 2007, Plaintiff took possession of the Suburban and shortly thereafter experienced the defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff.

9. Plaintiff delivered the Suburban to Manufacturer, through its authorized dealership network on numerous occasions.

10. Plaintiff avers that the Suburban has been subject to repair on multiple occasions for the same defects; and that the defects remain uncorrected.

X

11. Plaintiff brought the Suburban to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective electrical system as evidenced by the illumination of the service and oil lights;
- b. Defective engine as evidenced by the vehicle's excessive consumption of oil;
- c. Defective body & trim as evidenced by popping noise when opening door; and
- d. Any additional complaints made by Plaintiff, whether or not contained on any authorized dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Suburban.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiff's Suburban, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty thus causing Defendant's limited remedy to repair the Suburban to fail of its essential purpose.

14. Plaintiff justifiably lost confidence in the Suburban's safety and reliability.

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

16. As a result of the defects, Plaintiff provided written notice to Defendant.

17. The Suburban remains in a defective condition, and continues to exhibit the above mentioned defects.

18. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty.

# <u>COUNT I</u> <u>BREACH OF WRITTEN WARRANTY</u> <u>PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT</u> <u>MANUFACTURER</u>

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of his Complaint.

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

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

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

23. 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 Suburban was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

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

25. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the Suburban to Plaintiff.

___26. Said purchase of Plaintiff's Suburban was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

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

28. 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.

29. 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 diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;

b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and

c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted, **BILLY CRITTENDON** 

By:

Attorney for Plaintiff

KROHN & MOSS, LTD. Attorneys for Plaintiff 120 West Madison Street, 10th Floor Chicago, Illinois 60602 (312) 578-9428

# IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT WILL COUNTY, ILLINOIS

Plaintiff,	) ) )	WILL COL
VS.	) ) No.	AN T
GENERAL MOTORS LLC,	)	
Defendant.	)	12: 32 Maria

# **SUPREME COURT RULE 222 AFFIDAVIT**

NOW COMES Plaintiff,

, by and through his attorneys, KROHN

& MOSS, LTD., and pursuant to Supreme Court Rule 222, states as follows:

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

- 1. That I am one of the attorneys representing Plaintiff with regard to the abovecaptioned matter.
- 2. I have personal knowledge regarding the facts and circumstances of the abovecaptioned matter.

3. Plaintiff in the case seeks money damages less than \$50,000.00.

- 4. Upon information and belief, I value the claim of Plaintiff to be less than \$50,000.00.
- 5. Further Affiant sayeth naught.

By:

Attorney for Plaintiff

# EXHIBIT A

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# EXHIBIT B

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# WARRANTY AND OWNER ASSISTANCE INFORMATION

*IMPORTANT:* This booklet contains important information about the vehicle's warranty coverage. It also explains owner assistance information and GM's participation in an Alternative Dispute Resolution Program.

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Keep this booklet with your vehicle and make it available to a Chevrolet dealer if warranty work is needed. Be sure to keep it with your vehicle if you sell it so future owners will have the information.

Owner's Name:		1	•	, , , , ,	
Street Address:		nonnakar <del>n</del> o, y			
City & State:				•	
Vehicle Identification Number (VIN):					
Date Vehicle First Delivered or Put in Use:					
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Have you purchased the Genuine GM Protection Plan? The GM Protection Plan may be purchased within specific time/mileage limitations. See the information request form in the back of this booklet. Remember, if the service contract you are considering for purchase does not have the GM Protection Planemblem shown above on it, then it is not the Genuine GM Protection Plan from GM.

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Part No. 15854838 8 Second Printing

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# An Important Message to Chevrolet Owners...

# Chevrolet's Commitment to You

We are committed to assuring your satisfaction with your new Chevrolet.

Your Chevrolet dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the warranty period.

### **Owner Assistance**

Your Chevrolet dealer is best equipped to provide all of your service needs. Should you ever encounter a problem that is not resolved during or after the limited warranty period, talk to a member of dealer management. Under certain circumstances, GM and/or GM dealers may provide assistance after the limited warranty period has expired when the problem results from a defect in material or workmanship. These instances will be reviewed on a case-by-case basis. If your problem has not been resolved to your satisfaction, follow the "Customer Satisfaction Procedure" as outlined under *Owner Assistance on page 32*.

We thank you for choosing a Chevrolet.

See the "Customer Satisfaction Procedure" under *Owner Assistance on page 32* for information on the voluntary, non-binding Alternative Dispute Resolution Program_in which GM participates.

# Warranty Service — United States and Canada

Your selling dealership has made a large investment to ensure that they have the proper tools, training, and parts inventory to make any necessary warranty repairs should they be required during the warranty period. We ask that you return to your selling dealer for warranty repairs. In the event of an emergency repair, you may take your vehicle to any authorized GM dealer for warranty repairs. However, certain warranty repairs require special tools or training that only a dealer selling your brand may have. Therefore, not all dealers are able to perform every repair. If a particular dealership cannot assist you, then contact the Customer Assistance Center. If you have changed your residence, visit any Chevrolet dealer in the United States or Canada for warranty service.

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# Warranty Coverage at a Glance

The warranty coverages are summarized below.

## **New Vehicle Limited Warranty**

#### Bumper-to-Bumper (Includes Tires)

 Coverage is for the first 3 years or 36,000 miles, whichever comes first.

#### Sheet Metal

- Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.
- Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

## 6.6L DURAMAX[®] Diesel Engine (If Equipped)

 Coverage is for the first 3 years or 36,000 miles, whichever comes first. It then has a \$100.00 deductible charge after the 3 years or 36,000 miles up to 5 years or 100,000 miles, whichever comes first.

# **Emission Control System Warranty**

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For light duty trucks, see "How to Determine the Applicable Emissions Control System Warranty" under Emission Control Systems Warranty on page 18 for more information.

# Federal

- Gasoline Engines
  - Defects and performance for cars and light duty truck emission control systems are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles defects in material or workmanship continue to be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage explained previously.

- Catalytic converters and powertrain control modules are covered for the first 8 years or 80,000 miles, whichever comes first.
- Defects and performance for heavy duty truck emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.
- 6.6L DURAMAX[®] Diesel Engines are covered for the first 5 years or 50,000 miles, whichever comes first.

#### California

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- Gasoline Engines
  - Defects and performance for cars and trucks with light duty or medium duty emission control systems are covered for the first 3 years or 50,000 miles, whichever comes first.

- Specified components for cars or light duty trucks equipped with light duty or medium duty truck emission control systems are covered for the first 7 years or 70,000 miles, whichever comes first.
- Defects for heavy duty truck emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.
- 6.6L DURAMAX[®] Diesel Engines are covered for the first 5 years, 100,000 miles, or 3,000 hours of operation, whichever comes first.

#### **Noise Emissions**

 Coverage is for applicable vehicles weighing over 10,000 lbs based on the Gross Vehicle Weight Rating (GVWR) only, for the entire life of the vehicle. 1

# **General Motors Corporation New Vehicle Limited Warranty**

GM will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions, and limitations.

## What is Covered

#### Warranty Applies

This warranty is for GM vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

### **Repairs Covered**

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

## No Charge

Warranty repairs, including towing, parts, and labor, will be made at no charge.

#### **Obtaining Repairs**

To obtain warranty repairs, take the vehicle to a Chevrolet dealer facility within the warranty period and request the needed repairs. A reasonable time must be allowed for the dealer to perform necessary repairs.

## Warranty Period

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

#### Bumper-to-Bumper Coverage

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What is Covered" and those items listed under "What Is Not Covered" later in this section.

#### Tire Coverage

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The tires supplied with your vehicle are covered against defects in material or workmanship under the Bumper-to-Bumper coverage. Any tire replaced will continue to be warranted for the remaining portion of the Bumper-to-Bumper coverage period.

Following expiration of the Bumper-to-Bumper coverage, tires may continue to be covered under the tire manufacturer's warranty. Review the tire manufacturer's warranty booklet or consult the tire manufacturer distributor for specific details.

#### Accessory Coverages

All GM accessories sold by GM and parts that are permanently installed on a GM vehicle prior to delivery will be covered under the provisions of the New Vehicle Limited Warranty. In the event GM accessories are installed after vehicle delivery, or are replaced under the new vehicle warranty, they will be covered, parts and labor, for the balance of the vehicle warranty, but in no event less than 12 months/12,000 miles. This coverage is only effective for GM accessories permanently installed by a GM dealer or an associated GM-approved Accessory Distributor/Installer (ADI).

GM accessories sold over-the-counter, or those not requiring installation, will continue to receive the standard GM Dealer Parts Warranty of 12 months from the date of purchase, parts only.

GM Licensed Accessories are covered under the accessory-specific manufacturer's warranty and are not warranted by GM or its dealers.

#### Notice: This warranty excludes:

Any communications device that becomes unusable or unable to function as intended due to unavailability of compatible wireless service from the wireless communication carrier that provides service for the OnStar[®] system.

## Sheet Metal Coverage

Sheet metal panels are covered against corrosion and rust-through as follows:

Corrosion: Body sheet metal panels are covered against rust for 3 years or 36,000 miles, whichever comes first.

Rust-Through: Any body sheet metal panel that rusts through, an actual hole in the sheet metal, is covered for up to 6 years or 100,000 miles, whichever comes first.

Important: Cosmetic or surface corrosion, resulting from stone chips or scratches in the paint, for example, is not included in sheet metal coverage.

#### Towing

Towing is covered to the nearest Chevrolet dealer if your vehicle cannot be driven because of a warranted defect.

# 6.6L DURAMAX® Diesel Engine Coverage

For trucks equipped with a 6.6L DURAMAX® Diesel Engine, the diesel engine, except those items listed under "What Is Not Covered" later in this section is covered for 5 years or 100,000 miles, whichever comes first. A \$100.00 deductible per repair visit may apply after the vehicle has been in use for 3 years or 36,000 miles, whichever comes first. For additional information, refer to Things You Should Know About the New Vehicle Limited Warranty on page 11. Also refer to the appropriate emission control system warranty for possible additional coverages.

# What Is Not Covered

## Tire Damage or Wear

Normal tire wear or wear-out is not covered. Road hazard damage such as punctures, cuts, snags, and breaks resulting from pothole impact, curb impact, or from other objects is not covered. Also, damage from improper inflation, spinning, as when stuck in mud or snow, tire chains, racing, improper mounting or dismounting, misuse, negligence, alteration, vandalism, or misapplication is not covered.

### **Damage Due to Bedliners**

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Owners of trucks with a bedliner, whether after-market or factory installed, should expect that with normal operation the bedliner will move. This movement may cause finish damage and/or squeaks and rattes. Therefore, any damage caused by the bedliner is not covered under the terms of the warranty.

#### Damage Due to Accident, Misuse, or Alteration

Damage caused as the result of any of the following is not covered:

- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle
- Misuse of the vehicle such as driving over curbs, overloading, racing, or other competition. Proper vehicle use is discussed in the owner manual.
- Alteration or modification to the vehicle including the body, chassis, or components after final assembly by GM.
- Coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.

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### Damage or Corrosion Due to Environment, Chemical Treatments, and/or Aftermarket Products

Damage caused by airborne fallout, salt from sea air, chemicals, tree sap, stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc., is not covered. See "Chemical Paint Spotting" under *Things You Should Know About the New Vehicle Limited Warranty on page 11* for more details.

### Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain fluids, fuel, lubricants, or refrigerants recommended in the owner manual is not covered.

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## Damage Due to Contaminated or Poor Quality Fuel

Poor fuel quality or incorrect fuel may cause driveability problems such as hesitation, lack of power, stall or no start. It may also render gauges: inoperable or degrade functionality for components such as spark plugs, oxygen sensors and the catalytic converter. Damage from poor fuel quality, water contamination, incorrect diesel fuel or gasoline may not be covered.

It is recommended that gasoline meet specifications which were developed by automobile manufacturers around the world and contained in the World-Wide Fuel Charter which is available from the Alliance of Automobile Manufacturers at www.autoalliance.org/fuel_charter.htm. Gasoline meeting these specifications could provide improved driveability and emission control system performance compared to other gasoline.

#### Maintenance

All vehicles require periodic maintenance. Maintenance services, such as those detailed in the owner manual are the owner's expense. Vehicle <u>lubrication</u>, cleaning, or polishing are not covered. Failure of or damage to components requiring replacement or repair due to vehicle use, wear, exposure, or lack of maintenance is not covered. Items such as:

Filters

- Brake Pads/Linings
- Clutch Linings
- Keyless Entry Batteries *
- Audio System Cleaning
- Coolants and Fluids
- Wiper Inserts
- Limited Slip Rear Axle Service
- Tire Rotation
- Wheel Alignment/Balance **

are covered only when replacement or repair is the result of a defect in material or workmanship.

* Consumable battery covered up to

12 months only.

** Maintenance items after 7,500 miles.

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#### Extra Expenses

Economic loss or extra expense is not covered.

Examples include:

- Loss of vehicle use
- Inconvenience
- Storage

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- Payment for loss of time or pay
- Vehicle rental expense
- Lodging, meals, or other travel costs
- State or local taxes required on warranty repairs

**Other Terms:** This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

GM does not authorize any person to create for it any other obligation or liability in connection with these vehicles. Any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of this written warranty. Performance of repairs and needed adjustments is the exclusive remedy under this written warranty or any implied warranty. GM shall not be liable for incidental or consequential damages, such as, but not limited to, lost wages or vehicle rental expenses, resulting from breach of this written warranty or any implied warranty. *

* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. ٩

# Things You Should Know About the New Vehicle Limited Warranty

# Warranty Repairs — Component Exchanges

In the interest of customer satisfaction, GM may offer exchange service on some vehicle components. This service is intended to reduce the amount of time your vehicle is not available for use due to repairs. Components used in exchange are service replacement parts which may be new, remanufactured, reconditioned, or repaired, depending on the component involved.

All exchange components used meet GM standards and are warranted the same as new components. Examples of the types of components that might be serviced in this fashion include: engine and transmission assemblies, instrument cluster assemblies, radios, compact disc players, tape players, batteries, and powertrain control modules.

## Warranty Repairs — Recycled Materials

Environmental Protection Agency (EPA) guidelines and GM support the capture, purification, and reuse of automotive air conditioning refrigerant gases and engine coolant. As a result, any repairs GM may make to your vehicle may involve the installation of purified reclaimed refrigerant and coolant.

## **Tire Service**

Any authorized Chevrolet or tire dealer for your brand of tires can assist you with tire service. If, after contacting one of these dealers, you need further assistance or you have questions, contact Chevrolet Customer Assistance Center. The toll-free telephone numbers are listed under *Owner Assistance on page 32*.

# 6.6L DURAMAX[®] Diesel Engine Components

For trucks equipped with a 6.6L DURAMAX® Diesel Engine, the complete engine assembly, including turbocharger components, is covered for defects in material or workmanship for 3 years or 36,000 miles, whichever comes first. No deductible applies during this coverage period. The engine parts listed next continue to be covered, subject to a \$100.00 deductible, for 5 years or 100,000 miles, whichever comes first.

- Cylinder block and heads and all internal parts, intake and exhaust manifolds, timing gears, timing gear chain or belt and cover, flywheel, harmonic balancer, valve covers, oil pan, oil pump, water pump, fuel pump, engine mounts, seals, and gaskets
- Diesel Fuel Metering System: injection pump, nozzles, high pressure lines, and high pressure sealing devices

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- Glow Plug Control System: control/glow plug assembly, glow plugs, cold advance relay, and ECM
- Fuel injection control module, integral oil cooler, transmission adapter plate, left and right common fuel rails, fuel filter assembly, fuel temperature sensor, and function block

*Important:* Some of these components may also be covered by the Emission Warranty with no deductible. See the "Emission Warranty Parts List" under Emission Control Systems Warranty on page 18 for details.

## After-Manufacture "Rustproofing"

Your vehicle was designed and built to resist corrosion. Application of additional rust-inhibiting materials is neither necessary nor required under the Sheet Metal Coverage. GM makes no recommendations concerning the usefulness or value of such products.

Application of after-manufacture rustproofing products may create an environment which reduces the corrosion resistance built into your vehicle. Repairs to correct damage caused by such applications are not covered under your New Vehicle Limited Warranty.

# Paint, Trim, and Appearance Items

Defects in paint, trim, upholstery, or other appearance items are normally corrected during new vehicle preparation. If you find any paint or appearance concerns, advise your dealer as soon as possible. Your owner manual has instructions regarding the care of these items.

## Vehicle Operation and Care

Considering the investment you have made in your Chevrolet, we know you will want to operate and maintain it properly. We urge you to follow the maintenance instructions in your owner manual.

If you have questions on how to keep your vehicle in good working condition, see your Chevrolet dealer, the place many customers choose to have their maintenance work done. You can rely on your Chevrolet dealer to use the proper parts and repair practices.

# Maintenance and Warranty Service Records

Retain receipts covering performance of regular maintenance. Receipts can be very important if a question arises as to whether a malfunction is caused by lack of maintenance or a defect in material or workmanship.

A "Maintenance Record" is provided in the maintenance schedule section of the owner manual for recording services performed.

The servicing dealer can provide a copy of any warranty repairs for your records.

#### 777-862-9804

## **Chemical Paint Spotting**

Some weather and atmospheric conditions can create a chemical fallout. Airborne pollutants can fall upon and adhere to painted surfaces on your vehicle. This damage can take two forms: blotchy, ring-shaped discolorations, and/or small irregular dark spots etched into the paint surface.

Although no defect in the factory applied paint causes this, Chevrolet will repair, at no charge to the owner, the painted surfaces of new vehicles damaged by this fallout condition within 12 months or 12,000 miles of purchase, whichever comes first.

## Warranty Coverage — Extensions

**Time Extensions:** The New Vehicle Limited Warranty will be extended one day for each day beyond the first 24 hour period in which your vehicle is at an authorized dealer facility for warranty service. You may be asked to show the repair orders to verify the period of time the warranty is to be extended. Your extension rights may vary depending on state law. Mileage Extension: Prior to delivery, some mileage is put on your vehicle during testing at the assembly plant, during shipping, and while at the dealer facility. The dealer records this mileage on the first page of this warranty booklet at delivery. For eligible vehicles, this mileage will be added to the mileage limits of the warranty ensuring that you will receive full benefit of the coverage. Mileage extension eligibility:

- Applies only to new vehicles held exclusively in new vehicle inventory.
- Does not apply to used vehicles, GM-owned vehicles, dealer owned used vehicles, or dealer demonstrator vehicles.
- Does not apply to vehicles with more than 1,000 miles on the odometer even though the vehicle may not have been registered for license plates.

# Touring Owner Service — Foreign Countries

If you are touring in a foreign country and repairs are needed, take your vehicle to a GM dealer facility, preferably one which sells and services Chevrolet vehicles. Once you return to the United States provide your dealer with a statement of circumstances, the original repair order, proof of ownership, and any paid receipt indicating the work performed and parts replaced for reimbursement consideration.

*Important:* Repairs made necessary by the use of improper or dirty fuels and lubricants are not covered under the warranty. See your owner manual for additional information on fuel requirements when operating in foreign countries.

#### Warranty Service — Foreign Countries

This warranty applies to GM vehicles registered in the United States and normally operated in the United States or Canada. If you have permanently relocated and established household residency in another country, GM may authorize the performance of repairs under the warranty authorized for vehicles generally sold by GM in that country. Contact an authorized GM dealer in your country for assistance.

*Important:* GM warranty coverages may be void on GM vehicles that have been imported/exported for resale.

## **Original Equipment Alterations**

This warranty does not cover any damage or failure resulting from modification or alteration to the vehicle's original equipment as manufactured or assembled by GM. Examples of the types of alterations that would not be covered include installation or use of any non-GM parts, accessories, and materials, or the cutting, welding, or disconnecting of the vehicle's original equipment parts and components.

# Recreation Vehicle and Special Body or Equipment Alterations

Installations or alterations to the original equipment vehicle, or chassis, as manufactured and assembled by GM, are not covered by this warranty. The special body company, assembler, or equipment installer is solely responsible for warranties on the body or equipment and any alterations to any of the parts, components, systems, or assemblies installed by GM. Examples include, but are not limited to, special body installations, such as recreational vehicles, the installation of any non-GM part, cutting, welding, or the disconnecting of original equipment vehicle or chassis parts and components, extension of wheelbase, suspension and driveline modifications, and axle additions.

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## **Pre-Delivery Service**

Defects in the mechanical, electrical, sheet metal, paint, trim, and other components of your vehicle may occur at the factory or while it is being transported to the dealer facility. Normally, any defects occurring during assembly are identified and corrected at the factory during the inspection process. In addition, dealers inspect each vehicle before delivery. They repair any uncorrected factory defects and any transit damage detected before the vehicle is delivered to you.

Any defects still present at the time the vehicle is delivered to you are covered by the warranty. If you find any defects, advise your dealer without delay. For further details concerning any repairs which the dealer may have made prior to you taking delivery of your vehicle, ask your dealer. p.22

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# **Production Changes**

GM and GM dealers reserve the right to make changes in vehicles built and/or sold by them at any time without incurring any obligation to make the same or similar changes on vehicles previously built and/or sold by them.

# Noise Emissions Warranty for Light Duty Trucks Over 10,000 LBS GVWR Only

GM warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser of this vehicle, as manufactured by GM, that this vehicle was designed, built, and equipped to conform at the time it left GM's control with all applicable United States EPA Noise Control Regulations. This warranty covers this vehicle as designed, built, and equipped by GM, and is not limited to any particular part, component, or system of the vehicle manufactured by GM. Defects in design, assembly, or in any part, component, or vehicle system as manufactured by GM, which, at the time it left GM's control, caused noise emissions to exceed Federal Standards, are covered by this warranty for the life of the vehicle. The emission warranty on your vehicle is issued in accordance with the U.S. Federal Clean Air Act. Defects in material or workmanship in GM emission parts may also be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage. There may be additional coverage on GM diesel engine vehicles. In any case, the warranty with the broadest coverage applies.

## What is Covered

The parts covered under the emission warranty are listed under "Emission Warranty Parts List" later in this section.

# How to Determine the Applicable Emissions Control System Warranty (Light Duty Trucks Only)

777-862-9804

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State and Federal agencies may require different emission control system warranty for light duty trucks depending on:

- Whether the truck is certified with a light duty or heavy duty emission control system.
- Whether the truck is certified for California emissions in addition to Federal emissions.

To determine emissions eligibility: locate the emission control label in the engine compartment. The language on the bottom left side of the label will describe if equipped with a light, medium, or heavy duty emission control system.

All light duty trucks are eligible for Federal Emissions Control System Warranty Coverage. If the emissions control label contains language stating the vehicle is certified to California emissions standards, the vehicle is also eligible for California Emissions Control System Warranty Coverage.

# Federal Emission Control System Warranty

# Federal Warranty Coverage

- Car and Light Duty Truck Equipped with Car, and Light Duty Gasoline Engines
  - 2 years or 24,000 miles and 8 years or 80,000 miles for the catalytic converter and the vehicle/powertrain control module (including emission="related software"), whichever comes first.
- Gasoline Engine
  - 5 years or 50,000 miles, whichever comes first.
  - Light Duty Truck equipped with Heavy Duty Diesel Engine
    - 5 years or 50,000 miles, whichever comes first.

# Federal Emission Defect Warranty

#### GM warrants to the owner the following:

- The vehicle was designed, equipped, and built so as to conform at the time of sale with the applicable regulations of the Federal Environmental Protection Agency (EPA).
- The vehicle is free from defects in material and workmanship which cause the vehicle to fail to conform with those regulations during the emission warranty period.

Emission related defects in the genuine GM parts listed under the Emission Warranty Parts List, including related diagnostic costs, parts, and labor are covered by this warranty.

## Federal Emission Performance Warranty

Some states and/or local jurisdictions have established periodic vehicle Inspection and Maintenance (I/M) programs to encourage proper maintenance of your vehicle. If an EPA-approved I/M program is enforced in your area, you may also be eligible for Emission Performance Warranty coverage when all of the following three conditions are met:

- The vehicle has been maintained and operated in accordance with the instructions for proper maintenance.and use set forth in the owner manual supplied with your vehicle.
- The vehicle fails an EPA-approved I/M test during the emission warranty period.
- The failure results, or will result, in the owner of the vehicle having to bear a penalty or other sanctions, including the denial of the right to use the vehicle, under local, state, or federal law.

GM warrants that your dealer will replace, repair, or adjust to GM specifications, at no charge to you, any of the parts listed under the "Emission Warranty Parts List" later in this section which may be necessary to conform to the applicable emission standards. Non-GM parts labeled "Certified to EPA Standards" are covered by the Federal Emission Performance Warranty.

# California Emission Control System Warranty

This section outlines the emission warranty that GM provides for your vehicle in accordance with the California Air Resources Board. Defects in material or workmanship in GM emission parts may also be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage. There may be additional coverage on GM diesel engine vehicles. In any case, the warranty with the broadest coverage applies.

This warranty applies if your vehicle meets both of the following requirements:

- Your vehicle is registered in California or other states adopting California emission and warranty regulations.
- Your vehicle is certified for sale in California as indicated on the vehicle's emission control information label.

*Important:* Massachusetts, Maine, and Vermont have California Emissions Warranty coverage. (New York adopted California emission standards, but not the California emissions warranty. The Federal Emissions Control Warranty applies to all vehicles in New York.)

#### Your Rights and Obligations (For Vehicles Subject to California Exhaust Emission Standards)

In California, new motor vehicles must be designed, equipped, and built to meet the state's stringent anti-smog standards. GM must warrant your vehicle's emission control system for the periods of time and mileage listed provided there has been no abuse, neglect, or improper maintenance of your vehicle. Your vehicle's emission control system may include parts such as the fuel injection system, ignition system, catalytic converter, and engine computer. Also included are hoses, belts, connectors, and other emission related assemblies.

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

#### California Emission Defect and Emission Performance Warranty Coverage

For cars and trucks with light duty or medium duty emissions:

- For 3 years or 50,000 miles, whichever comes first:
  - If your vehicle fails a smog check inspection, GM will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection. This is your Emission Control System Performance Warranty.
  - If any emission related part on your vehicle is defective, GM will repair or replace it. This is your Short-term Emission Defects Warranty.
- For 7 years or 70,000 miles whichever comes first:
  - If an emission related part listed in this booklet specially noted with coverage for 7 years or 70,000 miles is defective, GM will repair or replace it. This is your Long-term Emission Control System Defects Warranty.

For 8 years or 80,000 miles, whichever

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- comes first:
   If the catalytic converter, vehicle powertrain control module including analysion-related software is found to be defective, GM will repair or replace it under the Federal Emission Control System Warranty.
- For 8 years or 100,000 miles, whichever comes first for a Super Ultra Low Emission Vehicle (SULEV):
  - If an emission related part listed in this booklet specially noted with 7 years/ 70,000 miles or 8 years/80,000 miles is defective, GM will repair or replace it. This is your Long-term Emission Control System Defect Warranty.
- For 15 years or 150,000 miles, whichever comes first for a Partial Zero Emission Vehicle (PZEV):
  - If any emission related part listed in this booklet is defective GM will repair or replace it. This is your (PZEV) Emission Control System Defects Warranty.

- For light and medium duty trucks with heavy duty engines, the emission warranty period is 5 years or 50,000 miles, whichever comes first.
- For heavy duty diesel engine vehicles, the emission warranty period is 5 years, 100,000 miles, or 3,000 hours of operation, whichever comes first.

Any authorized Chevrolet dealer will, as necessary under these warranties, replace, repair, or adjust to GM specifications any genuine GM parts that affect emissions.

The applicable warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator or company vehicle prior to sale at retail, on the date the vehicle is placed in such service.

#### **Owner's Warranty Responsibilities**

As the vehicle owner, you are responsible for the performance of the scheduled maintenance listed in your owner manual. GM recommends that you retain all maintenance receipts for your vehicle, but GM cannot deny warranty coverage 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 a GM dealer selling your vehicle line as soon as a problem exists. The warranted 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 GM may deny warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper or insufficient maintenance, or modifications not approved by GM.

If you have any questions regarding your rights and responsibilities under these warranties, you should contact the Customer Assistance Center at 1-800-222-1020 or, in California, write to:

State of California Air Resources Board Mobile Source Operations Division P.O. Box 8001 El Monte, CA 91731-2990

# **Emission Warranty Parts List**

The emission parts listed here are covered under the Emission Control System Warranty. The terms are explained previously in this section under the "Federal Emission Control System Warranty" and the "California Emission Control System Warranty".

*Important:* Certain parts may be covered beyond these warranties if shown with asterisk(s) as follows:

- (*) 7 years/70,000 miles or Super Low Emission Vehicle (SULEV) 8 years/ 100,000 miles, whichever comes first, California Emission Control System Warranty coverage.
- (**) 8 years/80,000 miles, whichever comes first, Federal emission coverage. (Also applies to California certified light duty and medium duty vehicles.) or California Super Ultra Low Emission Vehicle (SULEV) 8 years/100,000 miles.

The Emission Control System Warranty obligations do not apply to conditions resulting from tampering, abuse, neglect, or improper maintenance; or any other item listed under "What Is Not Covered" under *General Motors Corporation*  New Vehicle Limited Warranty on page 5. The "Other Terms" presented under General Motors Corporation New Vehicle Limited Warranty on page 5 also apply to the emission related warranties.

### Powertrain Control System

ABS Control Module (Except 4-cylinder passenger cars) **

Camshaft Position Actuator *

Camshaft Position Actuator Valve

Coolant Level Sensor

Data Link Connector

Electronic Throttle Control (ETC) Motor

Engine Control Module (ECM) **

Engine Coolant Temp. Sensor

Fast Idle Solenoid

Flexible Fuel Sensor *

Intake Air Temperature Sensor

Matfunction Indicator Lamp

Manifold Absolute Pressure Sensor

Mass Air Flow Sensor

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Oil Pressure Sensor (DoD™ only) Oxygen Sensors Powertrain Control Module (PCM) ** Programmable Read Only Memory (PROM) Throttle Position Sensor **Throttle Position Switch** Vehicle Control Module (VCM) ** Vehicle Speed Sensor Wheel Speed Sensor (Except 4-cylinder passenger cars) Transmission Controls and Torque Management Manual Transmission Clutch Switch Park/Neutral Switch **Torque Converter Clutch Solenoids Torque Converter Clutch Switch** Transmission Control Module ** Transmission Fluid Temperature Sensor Transmission Gear Selection Switch (Diesel) Transmission Internal Mode Switch

Transmission Pressure Switches

Transmission Shift Solenoids A & B

Transmission Speed Sensors

### **Fuel Management System**

Common Rail Assembly (6.6L DURAMAX[®] Diesel) *

Diesel Fuel Injection Pump *

**Diesel Fuel Injection Pump Timing Adjust** 

Diesel Fuel Injector Control Module – EDU (6.6L DURAMAX[®] Diesel) *

**Diesel Fuel Temperature Sensor** 

Direct Fuel Injector Assembly (6.6L DURAMAX[®] Diesel) *

Function Block (6.6L DURAMAX[®] Diesel)

Fuel Injector

Fuel Pressure Regulator

Fuel Rail Assembly *

Fuel Rail Pressure Sensor (6.6L DURAMAX[®] Diesel)

Air Management System Air Cleaner Air Cleaner Diaphragm Motor Air Cleaner Resonator Air Cleaner Temp. Compensator Valve Air Intake Ducts Charge Air Control Actuator Charge Air Control Solenoid Valve **Charge Air Control Valve** Charge Air Cooler (6.6L DURAMAX[®] Diesel) * Charge Air Cooler Fan Idle Air Control Valve Idle Speed Control Motor Intake Manifold * Intake Manifold Gasket Intake Manifold Gasket (7/70 Only Terraza, Uplander, Montana SV6, RELAY and DURAMAX[®] Diesel) * Intake Manifold Heater Intake Manifold Tuning Valve

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Intake Manifold Tuning Valve Relay Supercharger Assembly * Throttle Body * (Replacement Only) **Throttle Body Heater** Throttle Closing Dashpot Turbocharger Assembly * Turbocharger Boost Sensor (6.6L DURAMAX® Diesel) Turbocharger Oil Separator Turbocharger Thermo Purge Switch Vacuum Pump (6.6L DURAMAX[®] Diesel) **Ignition System** Camshaft Position Sensor(s) Crankshaft Position Sensor(s) Distributor Distributor Cap Distributor Pick Up Coil **Distributor Rotor** Glow Plug(s) (Diesel) Glow Plug Controller (Diesel)

Glow Plug Relay (Diesel)

Ignition Coil(s)

**Ignition Control Module** 

Ignition Timing Adjustment

Knock Sensor

Spark Plug Wires

Spark Plugs

#### **Catalytic Converter System**

Catalytic Converter(s) and Muffler if attached as assembly **

Exhaust Manifold (7/70 Only Corvette 7.0L, Equinox, Torrent, (3.5L Rendezvous, Terraza, Uplander, Montana SV6, Relay right side) and C/K trucks < 14,000 GVWR 8.1L)

Exhaust Manifold with Catalytic Converter attached as assembly **

#### Exhaust Manifold Gasket

Exhaust Pipes and/or Mufflers (when located between catalytic converters and exhaust manifold) Positive Crankcase Ventilation System Oil Filler Cap

PCV Filter

**PCV Oil Separator** 

PCV Valve

#### **Exhaust Gas Recirculation System**

EGR Feed and Delivery Pipes or Cast-in Passages EGR Valve

EGR Valve Cooler (6.6L DURAMAX[®] Diesel)

EGR Vacuum Pump Assembly (6.6L DURAMAX[®] Diesel)

Secondary Air Injection System Air Pump

Check Valves

Evaporative Emission Control System

(Gasoline Engines) Canister

Canister Purge Solenoid Valve

**Canister Vent Solenoid** 

Fuel Feed and Return Pipes and Hoses

Fuel Filler Cap	Miscellaneous Items Used with Above
Fuel Level Sensor	Components are Covered
Fuel Limiter Vent Valve *	Belts
Fuel Tank Filler Pipe (with restrictor)	Boots
Fuel Tank(s) *	Clamps
Fuel Tank Vacuum or Pressure Sensor	Connectors
Hybrid	Ducts
Auxiliary Transmission Pump, Relay, and Circuit	Fittings
Battery Pack Current Sensor and Circuit	Gaskets
Battery Pack 12V Modules (3)	Grommets
Brake Pedal Switch (PCM ZAB Switch)	Hoses
Energy Storage Control Module ** GMLAN (CAN) Communications Circuit	Housings
	Mounting Hardware
Hood Ajar Switch and Circuit	Pipes
Hybrid Control Module **	Pulleys
SGCM Coolant Circuit (fan and fan relay	Sealing Devices
and pump)	Springs
Starter Generator Control Module **	Tubes
Wheel Speed Sensor and Circuits (left and right front)	Wiring

Parts specified in your maintenance schedule that require scheduled replacement are covered up to their first replacement interval or the applicable emission warranty coverage period, whichever comes first. If failure of one of these parts results in failure of another part, both will be covered under the Emission Control System Warranty.

For detailed information concerning specific parts covered by these emission control systems warranties, ask your dealer.

#### **Replacement Parts**

The emission control systems of your vehicle were designed, built, and tested using genuine GM parts* and the vehicle is certified as being in conformity with applicable federal and California emission requirements. Accordingly, it is recommended that any replacement parts used for maintenance or for the repair of emission control systems be new, genuine GM parts. The warranty obligations are not dependent upon the use of any particular brand of replacement parts. The owner may elect to use non-genuine GM parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems.

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If other than new, genuine GM parts are used for maintenance replacements or for the repair of parts affecting emission control, the owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to genuine GM parts in performance and durability.

* "Genuine GM parts," when used in connection with GM vehicles means parts manufactured by or for GM, designed for use on GM vehicles, and distributed by any division or subsidiary of GM.

#### **Maintenance and Repairs**

Maintenance and repairs can be performed by any qualified service outlet; however, warranty repairs must be performed by an authorized dealer except in an emergency situation when a warranted part or a warranty station is not reasonably available to the vehicle owner.

In an emergency, where an authorized dealer is not reasonably available, repairs may be performed at any available service establishment or by the owner, using any replacement part. Chevrolet will consider reimbursement for the expense incurred, including diagnosis, not to exceed the manufacturer's suggested retail price for all warranted parts replaced and labor charges based on Chevrolet's recommended time allowance for the warranty repair and the geographically appropriate labor rate. A part not being available within 10 days or a repair not being completed within 30 days constitutes an emergency. Retain receipts and failed parts in order to receive compensation for warranty repairs reimbursable due to an emergency.

If, in an emergency situation, it is necessary to have repairs performed by other than a Chevrolet dealer and you believe the repairs are covered by emission warranties, take the replaced parts and your receipt to a Chevrolet dealer for reimbursement consideration. This applies to both the Federal Emission Defect Warranty and Federal Emission Performance Warranty.

Receipts and records covering the performance of regular maintenance or emergency repairs should be retained in the event questions arise concerning maintenance. These receipts and records should be transferred to each subsequent owner. GM will not deny warranty coverage solely on the absence of maintenance records. However, GM may deny a warranty claim if a failure to perform scheduled maintenance resulted in the failure of a warranty part.

### **Claims Procedure**

As with the other warranties covered in this booklet, take your vehicle to any authorized Chevrolet dealer facility to obtain service under the emission warranty. This should be done as soon as possible after failing an EPA-approved I/M test or a California smog check test, or at any time you suspect a defect in a part.

Those repairs qualifying under the warranty will be performed by any Chevrolet dealer at no charge. Repairs which do not qualify will be charged to you. You will be notified as to whether or not the repair qualifies under the warranty within a reasonable time, not to exceed 30 days after receipt of the vehicle by the dealer, or within the time period required by local or state law.

The only exceptions would be if you request or agree to an extension, or if a delay results from events beyond the control of your dealer or GM. If you are not so notified, GM will provide any required repairs at no charge. In the event a warranty matter is not handled to your satisfaction, refer to the "Customer Satisfaction Procedure" under *Owner Assistance* on page 32.

For further information or to report violations of the Emission Control System Warranty, you may contact the EPA at:

Manager, Certification and Compliance Division (6405J) Warranty Claims Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460

For a vehicle subject to the California Exhaust Emission Standards, you may contact the:

State of California Air Resources Board Mobile Source Operations Division P.O. Box 8001 El Monte, CA 97131-2990

# Öwner Assistance

### **Customer Satisfaction Procedure**

Your satisfaction and goodwill are important to your dealer and to Chevrolet. Normally, any concerns with the sales transaction or the operation of your vehicle will be resolved by your dealer's sales or service departments. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If your concern has not been resolved to your satisfaction, the following steps should be taken:

STEP ONE: Discuss your concern with a member of dealer management. Normally, concerns can be quickly resolved at that level. If the matter has already been reviewed with the sales, service, or parts manager, contact the owner of the dealer facility or the general manager.

**STEP TWO:** If after contacting a member of dealer management, it appears your concern cannot be resolved by the dealer without further help **contact the Chevrolet Customer Assistance Center** by calling 1-800-222-1020.

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In Canada, contact GM of Canada Central Office in Oshawa by calling 1-800-263-3777: English, or 1-800-263-7854: French.

We encourage you to call the toll-free number in order to give your inquiry prompt attention. Have the following information available to give the Customer Assistance Representative:

- The Vehicle Identification Number (VIN). This is available from the vehicle registration, title, or the plate above the left top of the instrument panel and visible through the windshield.
- The dealer name and location
- The vehicle's delivery date and present mileage

When contacting Chevrolet, remember that your concern will likely be resolved at a dealer's facility. That is why we suggest you follow Step One first if you have a concern.

**STEP THREE:** Both GM and your GM dealer are committed to making sure you are completely satisfied with your new vehicle. However, if you continue to remain unsatisfied after following the procedure outlined in Steps One and Two, you should file with the BBB Auto Line Program to enforce any additional rights you may have.

The BBB Auto Line Program is an out of court program administered by the Council of Better Business Bureaus to settle automotive disputes regarding vehicle repairs or the interpretation of the New Vehicle Limited Warranty. Although your may be required to resort to this informal dispute resolution program prior to filing a court action, use of the program is free of charge and your case will generally be heard within 40 days. If you do not agree with the decision given in your case, you may reject it and proceed with any other venue for relief available to you. You may contact the BBB Auto Line Program using the toll-free telephone number or write them at the following address:

BBB Auto Line Program Council of Better Business Bureaus, Inc. 4200 Wilson Boulevard Suite 800 Arlington, VA 22203-1804 www.lemonlaw.bbb.org Telephone: 1-800-955-5100

This program is available in all 50 states and the District of Columbia. Eligibility is limited by vehicle age, mileage, and other factors. GM reserves the right to change eligibility limitations and/or to discontinue its participation in this program.

## Warranty Information for California Only

California Civil Code Section 1793.2(d) requires that, if GM or its representatives are unable to repair a new motor vehicle to conform to the vehicle's applicable express warranties after a reasonable number of attempts, GM shall either replace the new motor vehicle or reimburse the buyer the amount paid or payable by the buyer. California Civil Code Section 1793.22(b) creates a presumption that GM has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

 The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the nonconformity has been subject to repair two or more times by GM or its agents AND the buyer or lessee has directly notified GM of the need for the repair of the nonconformity. 777-862-9804

- The same nonconformity has been subject to repair four or more times by GM or its agents AND the buyer has notified GM of the need for the repair of the nonconformity.
- The vehicle is out of service by reason of repair nonconformities by GM or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

NOTICE TO GENERAL MOTORS AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

General Motors Corporation P.O. Box 33170 Detroit, MI 48232-5170

Fax Number: 1-866-962-2868

When you make an inquiry, you will need to give the year, model, and mileage of your vehicle and your VIN.

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Chevrolet is proud of the protection afforded by its warranty coverages. In order to achieve maximum customer satisfaction, there may be times when Chevrolet will establish a special policy adjustment program to pay all or part of the cost of certain repairs not covered by the warranty or to reimburse certain repair expenses you may have incurred. Check with your Chevrolet dealer or call the Chevrolet Customer Assistance Center to determine whether any special policy adjustment program is applicable to your vehicle.

When you make an inquiry, you will need to give the year, model, and mileage of your vehicle and your VIN.

# Customer Assistance Offices

Chevrolet encourages customers to call the toll-free telephone number for assistance. However, if you wish to write or e-mail Chevrolet, refer to the address below.

777-862-9804

#### **United States**

Chevrolet Customer Assistance Center P.O. Box 33170 Detroit, MI 48232-5170

www.Chevrolet.com 1-800-222-1020 1-800-833-2438 (For Text Telephone devices (TTYs))

Roadside Assistance: 1-800-CHEV-USA (243-8872) Fax Number: 1-866-962-2868

From Puerto Rico: 1-800-496-9992 (English) 1-800-496-9993 (Spanish) Fax Number: 313-381-0022

From U.S. Virgin Islands: 1-800-496-9994 Fax Number: 313-381-0022



### VIA FAX ONLY

February 8, 2011

Eric Kaczander, Esq. KROHN & MOSS 120 W Madison 10th Fl Chicago, IL 60602

RE:

Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Ileana

Dear Mr. Kaczander:

This is to advise that General Motors is in receipt of the above referenced case dated February 4, 2011. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

In order to do a thorough review and assessment of this case, General Motors would appreciate your prompt assistance in having the attached Release of Lien Information form completed and faxed to the number on the fax coversheet within the next five (5) days.

In addition, if any of the items below are marked, please send the requested information either to the fax number on the fax cover sheet, or to the address below as soon as possible.



Copy of owner's current title and/or registration Other: Repair Orders

Finance agreement Buyer's agreement

General Motors ATTN: BRC Legal P.O. Box 33170 Detroit, MI 48232

If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above and a Customer Relationship Specialist will be happy to assist you.

Sincerely,

General Motors

cc: Connie Postelli

# **RELEASE OF LIEN INFORMATION**

Ι	,
((	Client's Name)
hereby authorize	
hereby authorize(I	Lien holder Name)
(Lien holder Address)	(Lien holder Phone Number)
to release any and all information regardin	ng my loan account # (Account Number)
	(Account Number)
with	
(Lien holder Name)	
loan payoff amount, and per diem informa Date	uon.
VEH	HICLE INFORMATION
The current vehicle mileage is	Date mileage read:
Signature	Signature



Ileana White/Austin/GM1 02/08/2011 03:21 PM To brent.palmer@gm.com

cc bcc

Subject Lawsuit - Crittendon

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Ileana White Telephone: 866-790-5700 ext. 21307

Dear Mr. Palmer:

This email is to inform you that a lawsuit has been filed on behalf of customer Crittendon by Krohn & Moss for the customer's 2007 Chevrolet Suburban with 37,313 miles. The customer has been working with Phillips Chevrolet in Frankfort IL. Technical Assistance Center has been involved. TAC case number SP-10954611.

This matter has been referred to the Early Resolution program for settlement review.

Your response is needed to continue review of the case. Please reply only by email by selecting one of the following options:

A) I am unaware of this case and have no information to provide you. However, I am interested in the outcome and would like to be contacted about the settlement offers.

B) I am unaware of this case and have no information to provide you. Please notify me after a decision has been reached between the Early Resolution Program and the attorney.

C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.)

Due to time constraints, your response to this e-mail is required within 24 hours. Your feedback will be documented and your e-mail attached to our case, as it is an important step in our accurate and timely case resolution.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 

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From: Jim Benele Ho ILEANA To: 1-866-363-8896 Phone: 847-848-2267 Fax: 2-8-11 Date: Phone: 847-849-2263 Re: Copy of service History Fax: 🗆 Urgent □ For Review Please Comment 
 Please Reply 🗆 Please Recycle

Comments:

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100 Skokie Valley Rd. Northbrook IL 60062 847-564-4090

	02/08/2011 14:2			FOLEY INC		PAGE		entije –
-	FEB 8, 2011 	HISTORY - S	PECIFIC VEHICLE	Store 0	1 SERVC01	PORT 50	024	3030
	CUSTOMER NAME	STEVE FOL	EY CHEVROLET IN	C SERI	AL NO. 1GNF	K16377	<b></b>	
	R.O. NO. 2828 [3 OF 3] [1	4T RO.D. OF 1] MILE	ATE 08/11/2006 AGE /2	DEPT ADVI:	(S,B,P) SOR NO. 703	P PDI	SHOP	
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FEB 8, 2011 HISTOR	RY - SPECIFIC VEHICLE	Store 01 SERVC01	PORT 5024 3030
CUSTOMER NAME STET	7E FOLEY CHEVROLET IN	C SERIAL NO. 1GN	FK16377J
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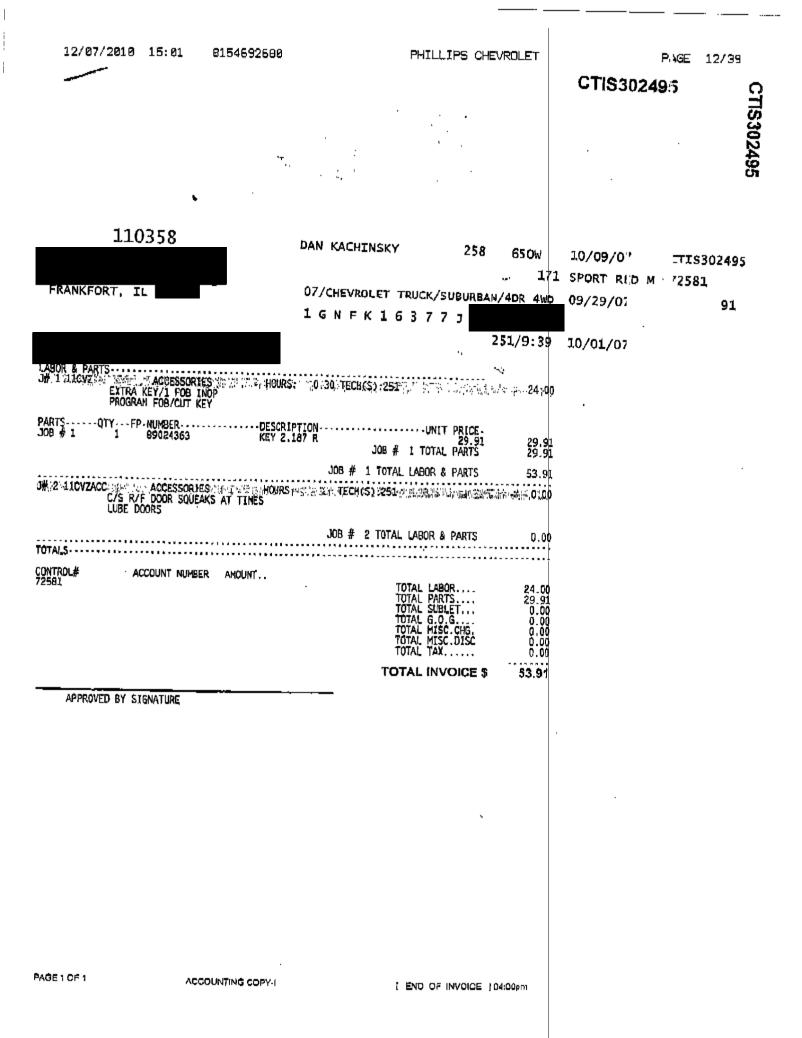
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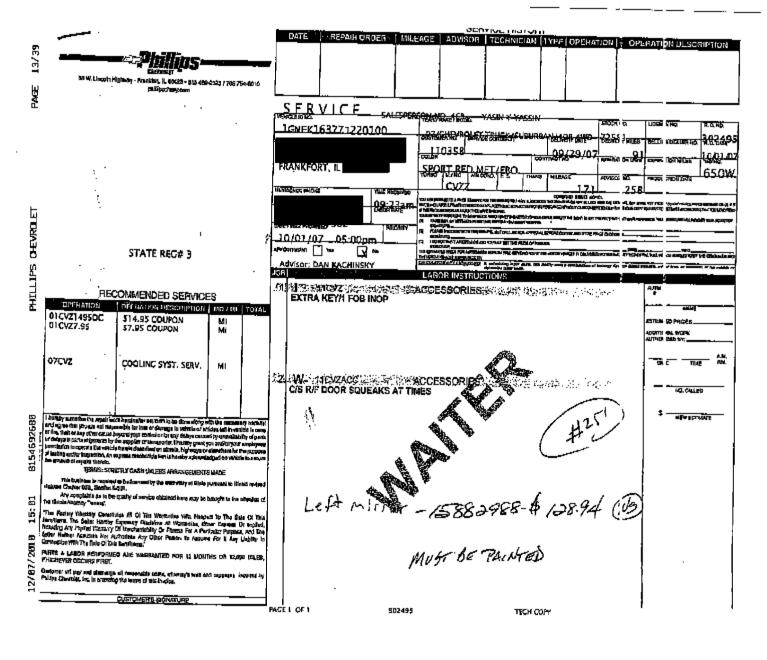
	02/08/2011 14:	22 847-849-2	2263	FOLEY INC			P	AGE 04	/05	;
	FEB 8, 2011	HISTORY - S	PECIFIC VEHIC	LE Sta	ore 01	SERVC01	PORT	5024	3030	I
	CUSTOMER NAME	STEVE FOL	EY CHEVROLET	INC	SERIA	L NO. 1GNF	<b></b> -	7J		:
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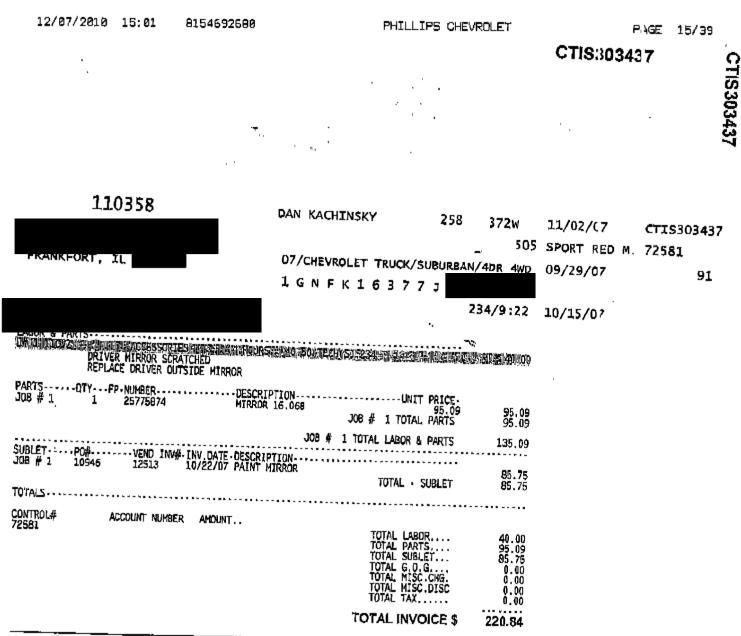
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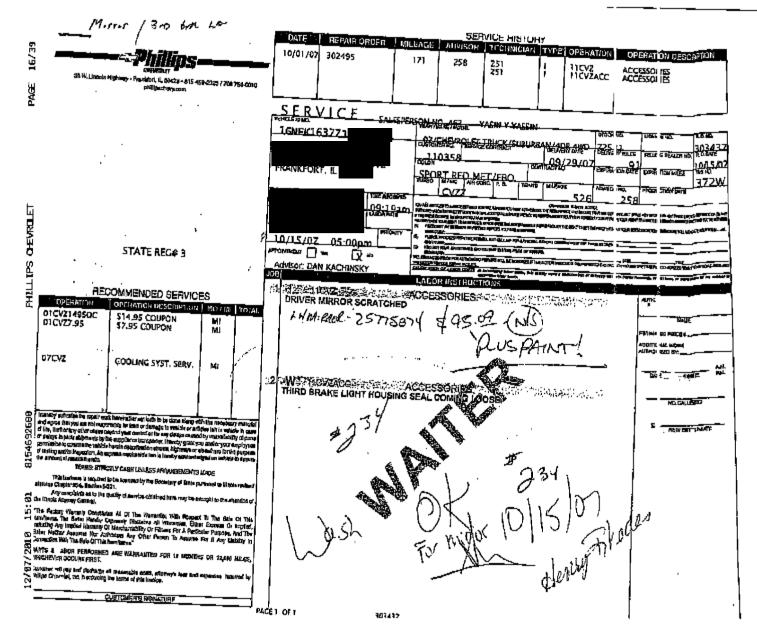
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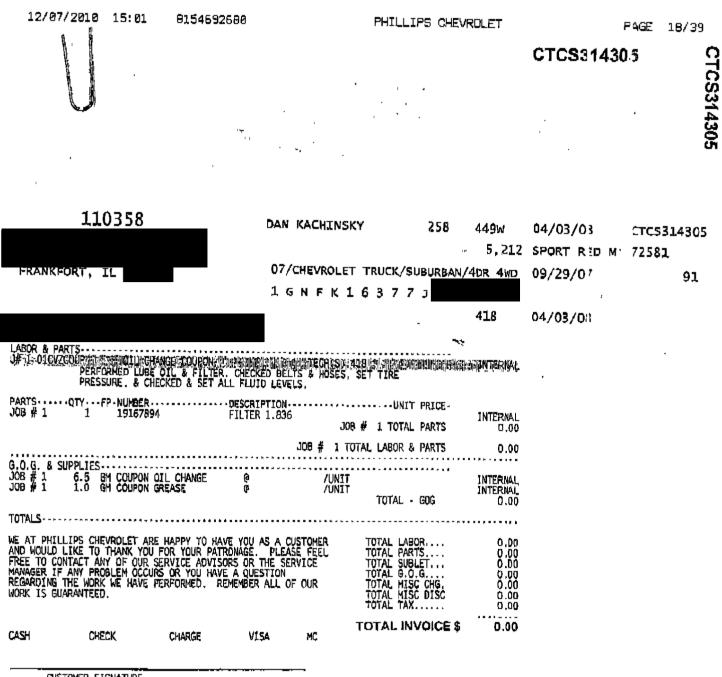
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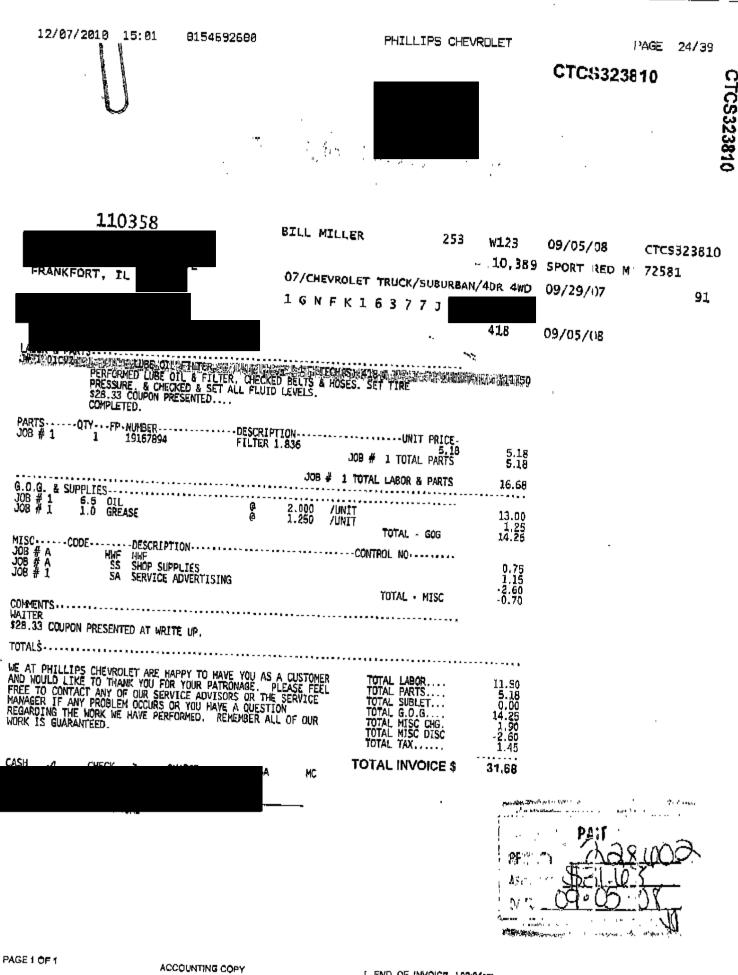
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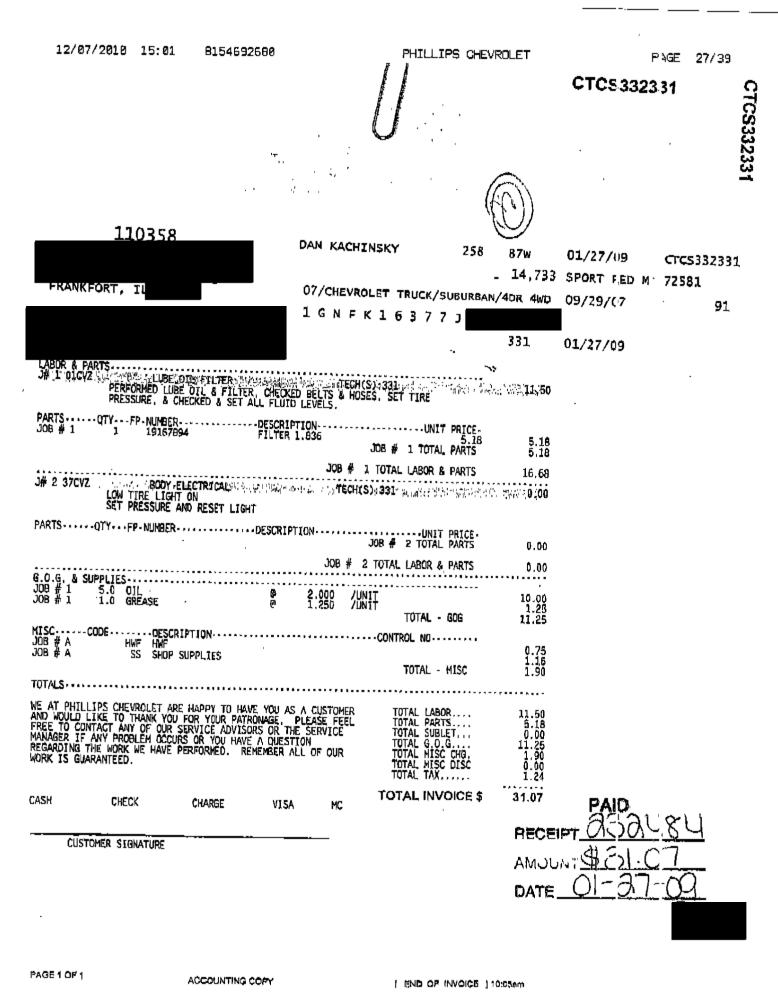
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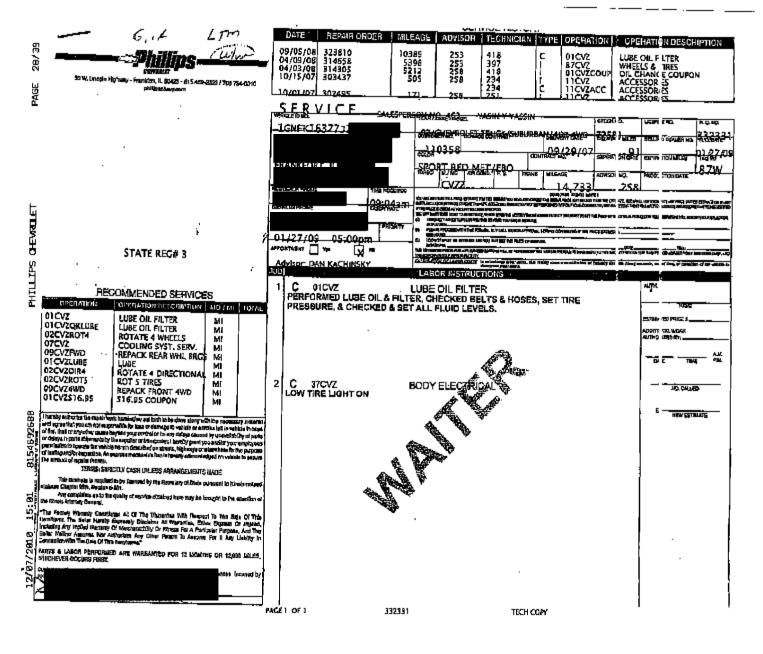
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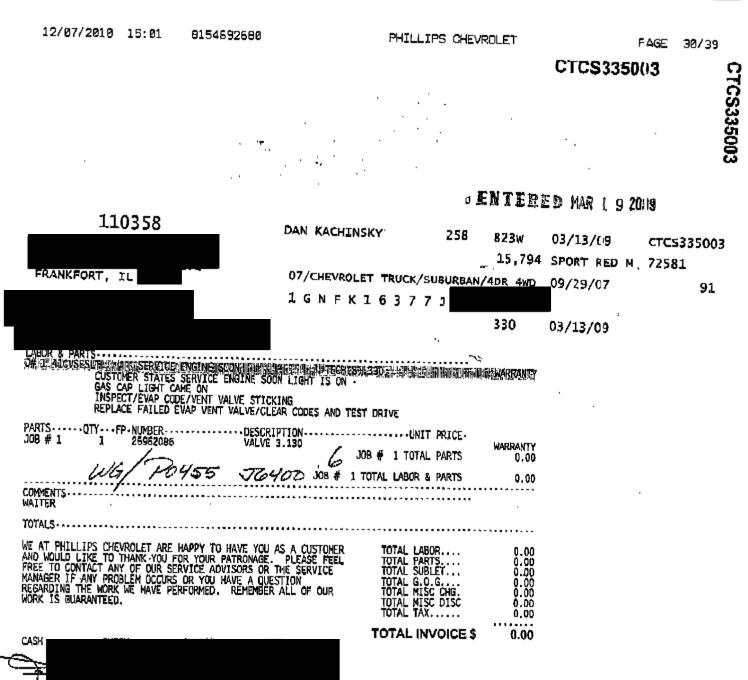
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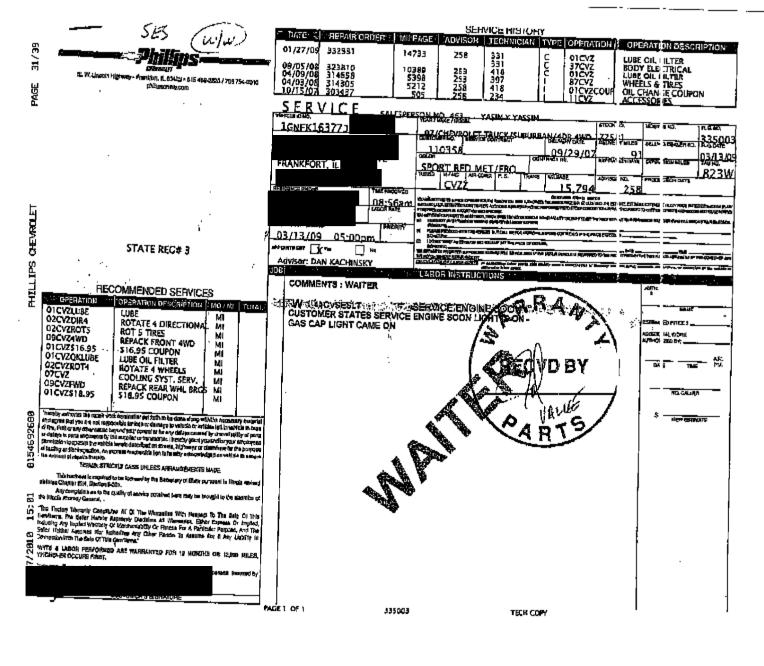


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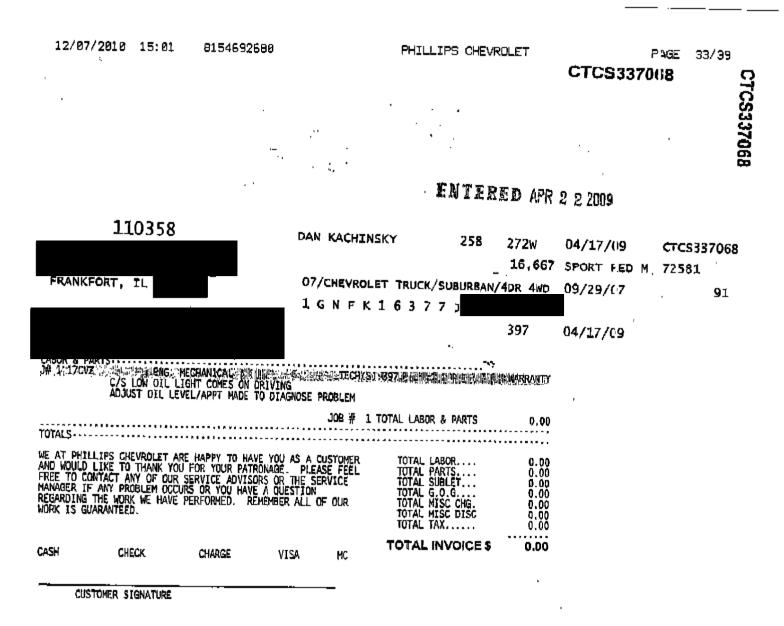


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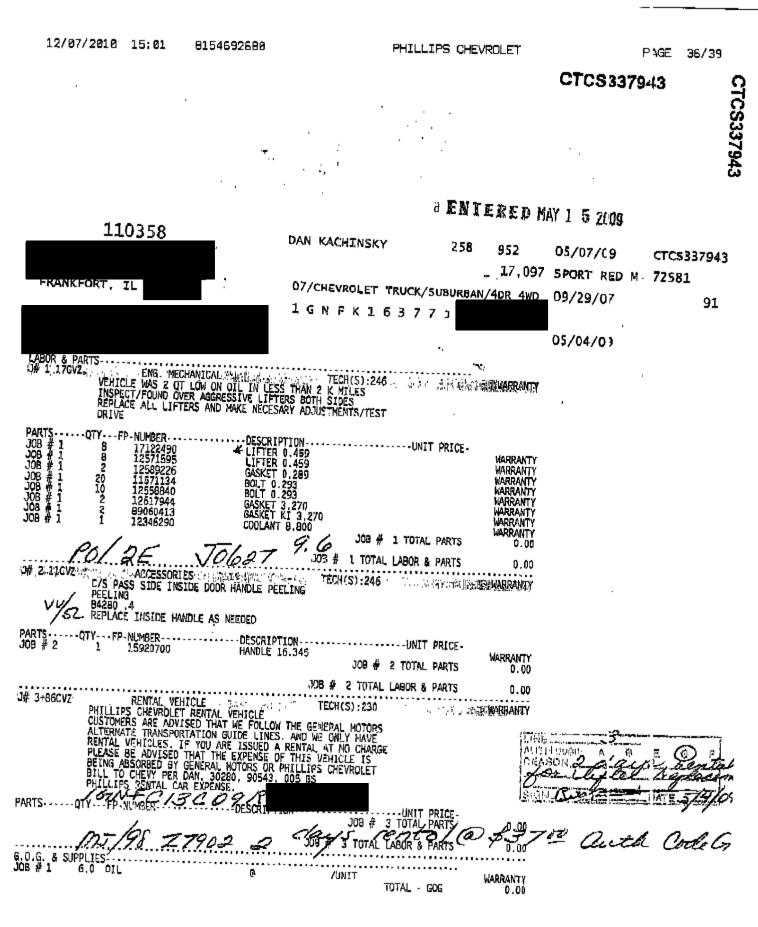
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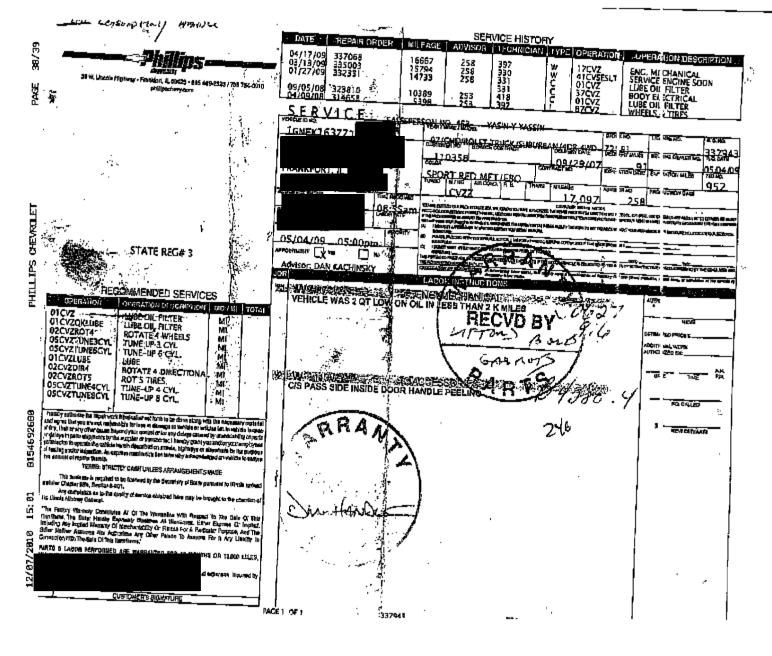


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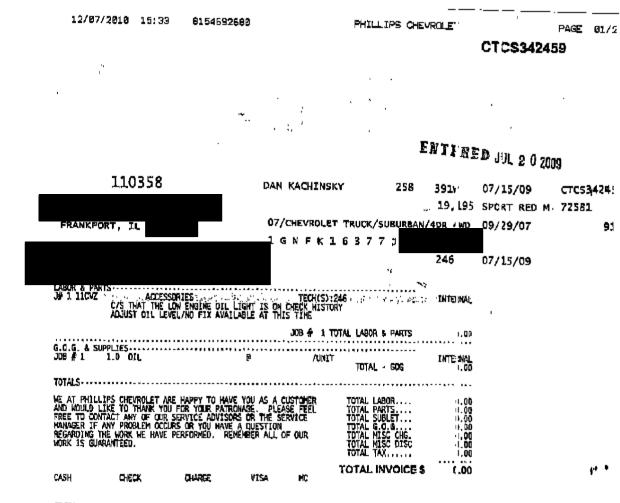
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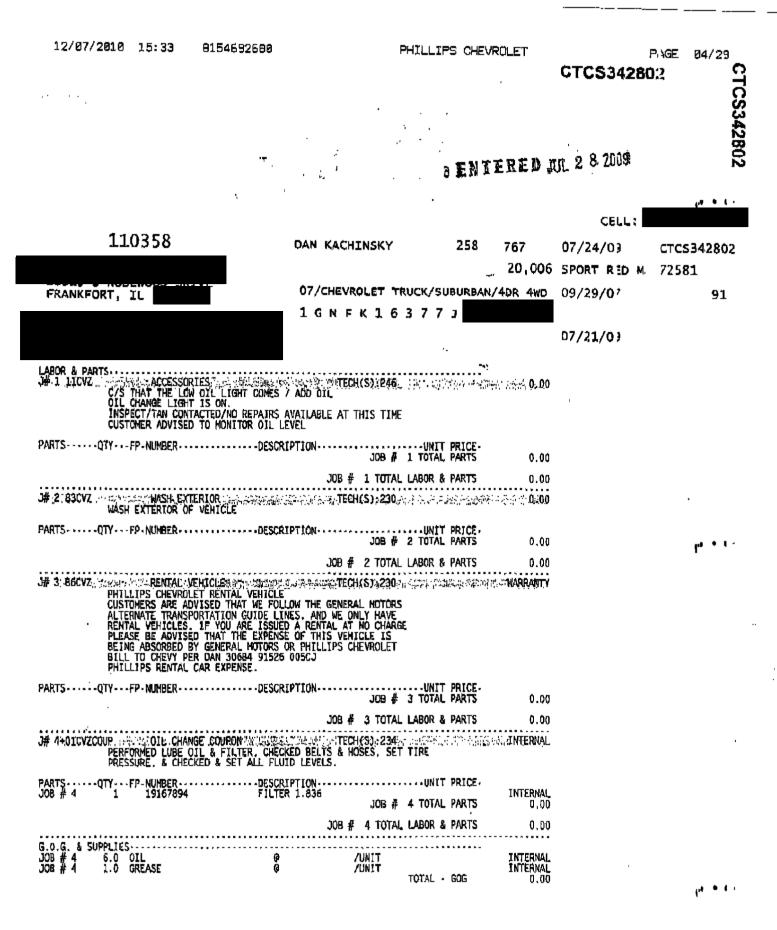
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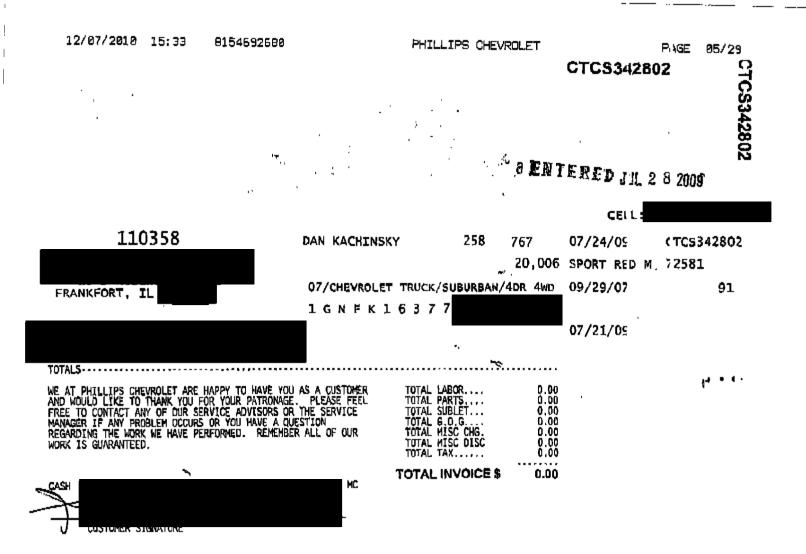
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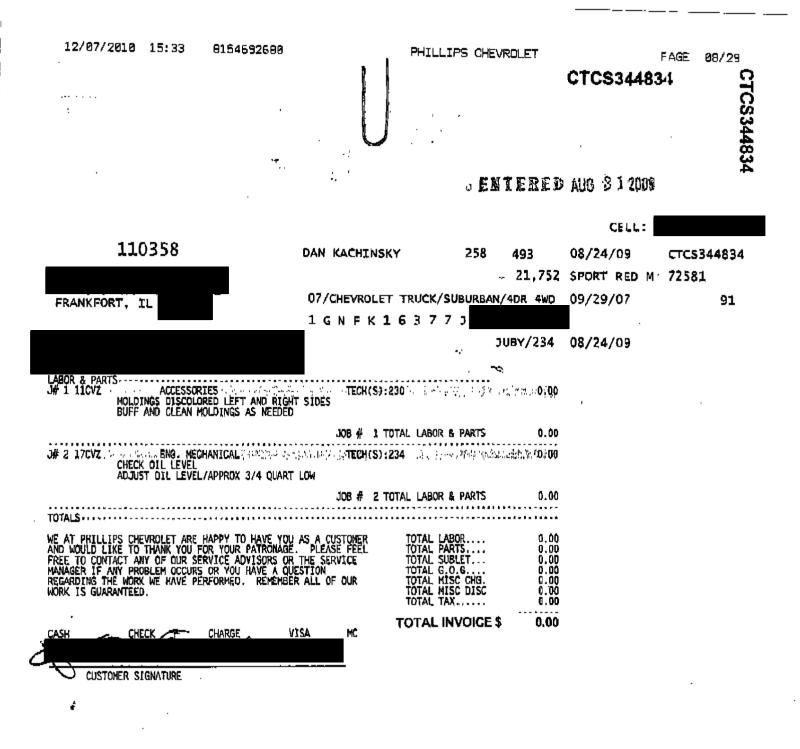
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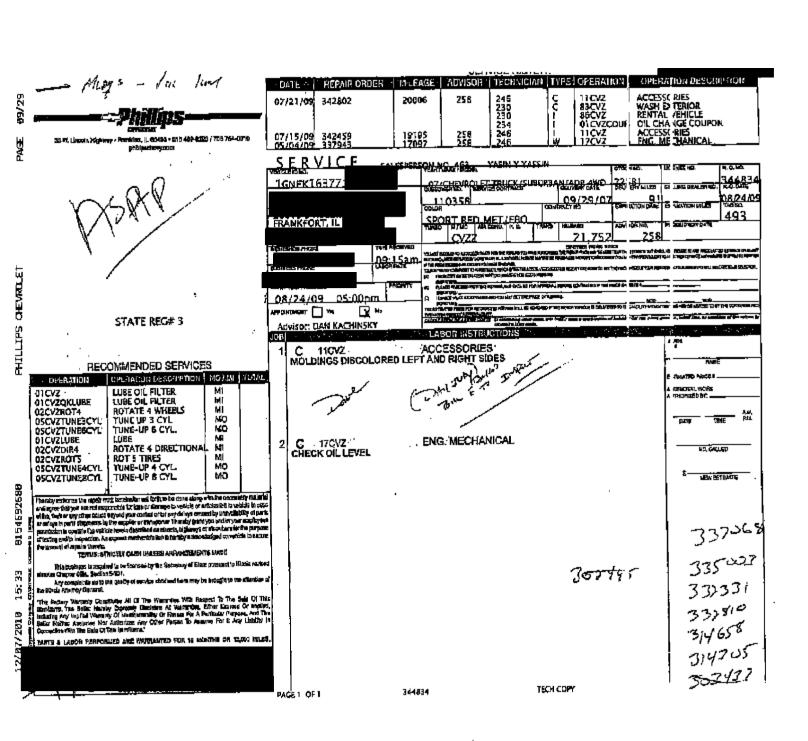
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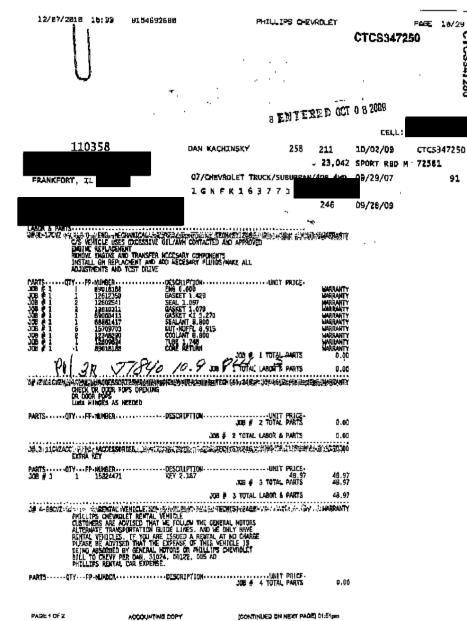
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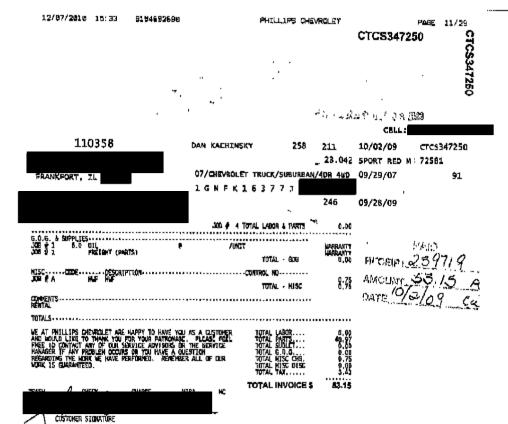
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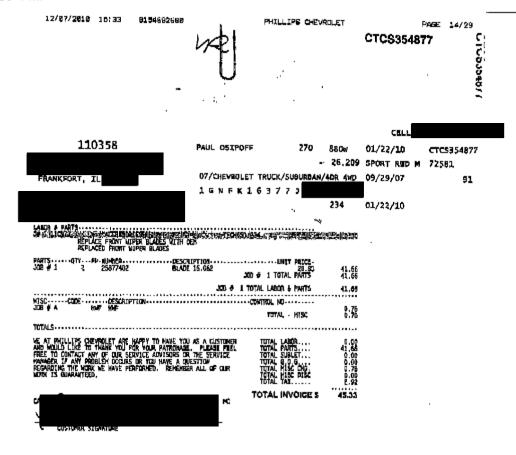
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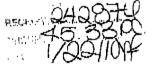
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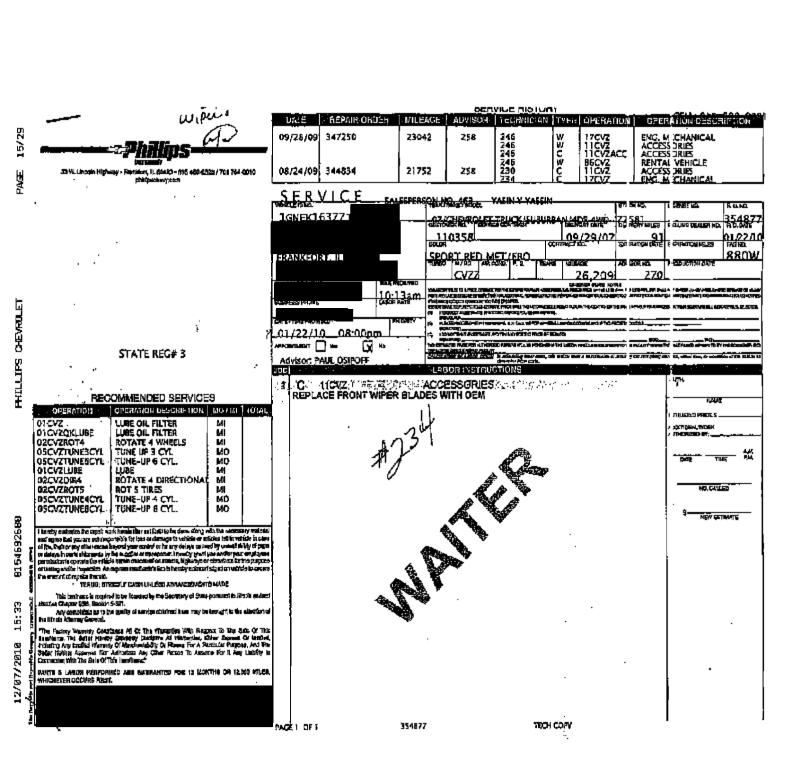
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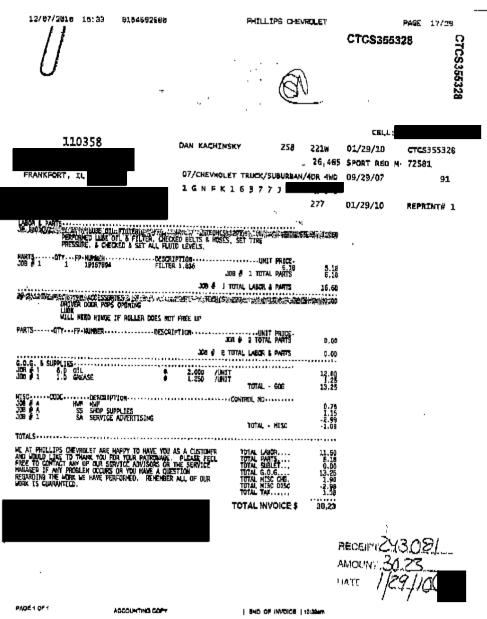
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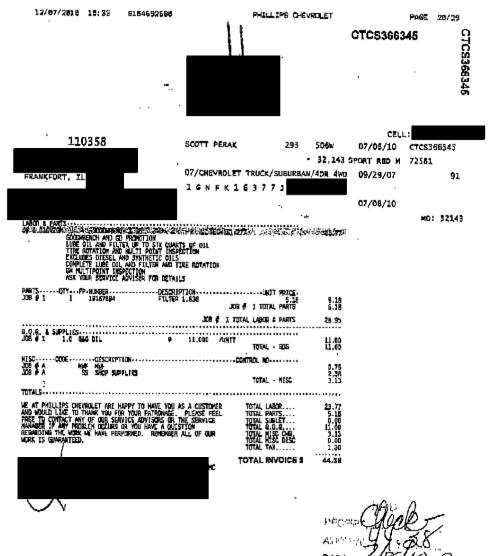
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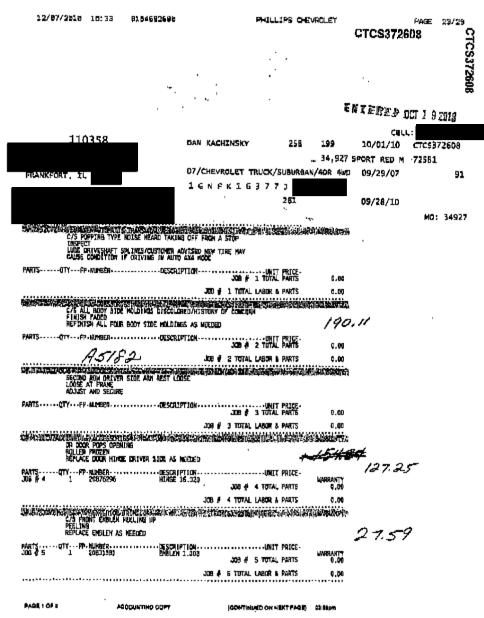
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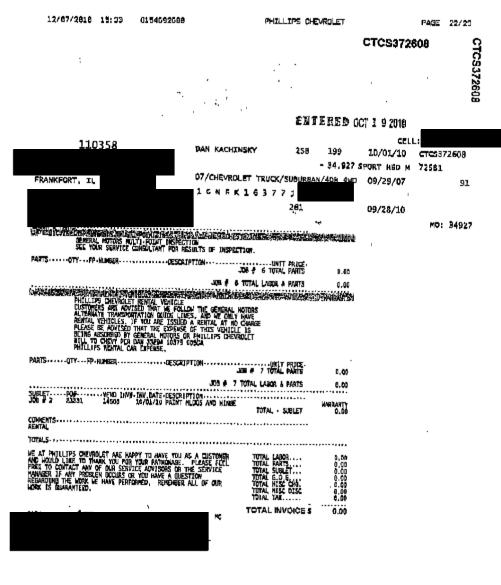
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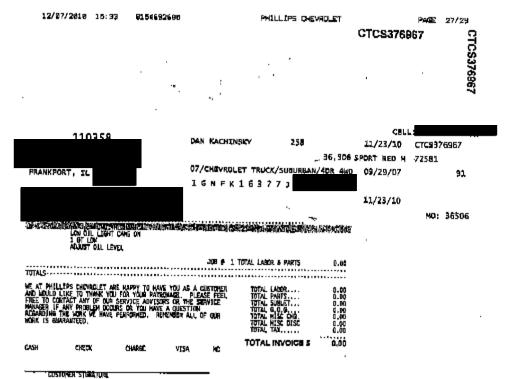
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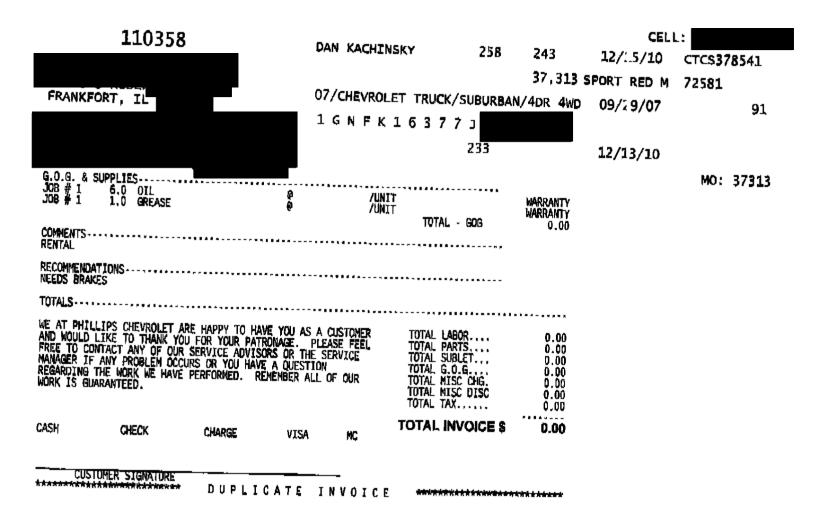
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Represent Las service.



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# **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

## **BRC CASE ASSESSMENT**

### Latest Revision Date: 7/21/2011

### **All Fields Are Required**

(Do not delete or modify any sections of this form)

SR: 71-895661910 By: Ileana White		GM Legal Negotiator	File / BBB Case No.: r: Same	724195
Customer Last Name: Only customer's last name to be recorded	. Do not include first n	ame.	State: IL	
Vehicle ID No.: 1GNFK16377J	In Service Date: 9/29/2007		Vehicle Purchased: New	BAC Code: 113225
Year, Make & Model: 2007 Chevrole Current Mileage: 37,313 Sale Type: Purchase X Lease	et Suburban ] Other :		Vehicle Purchased Us Dealer Name : Phillip CAM Name: Rob Joh Phone Number: 630-	os Chevrolet nson
Lien holder: GMAC 🛛 Other	]:		DVM Name: Brent Pa Phone/Cell Number:	
Purchase Price of Vehicle: \$ 46,874	.00			
Was TAC contacted for this vehicle	(Y/N)? : Yes		DVM requests involv	ement?: Yes
Attorney Involvement: Krohn & Mos Phone Number : 312-578-9128 Fax Number : 866-309-9458	ss (Eric Kaczander)	)	Service Manager Nar Featherston Phone Number : 815	
Are there <b>additional</b> field personne and phone number. Repeat as nece		List the na	me, including role (D	VM, DSM, etc.)

N/A

Are there **<u>additional</u>** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary. Steve Foley Cadillac / Svc Mgr Jim Benedetto / 847-849-2267

### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption. TAC Recommendations -

Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Tech link article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -

Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation.

N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

# X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

Brakes

 Date:
 RO #:
 Days Out:
 Mileage:
 Description of Complaint and Repair Performed:

 N/A

Engine/Fuel/Exhaust
---------------------

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/13/09	335003	1	15794	<b>Phillips Chevrolet</b> C/s service engine soon light is on. gas cap light came on // inspect evap code vent valve sticking – replace failed evap vent valve clear codes and test drive Tech Notes: inspect and found P0455 stored and found vent

valve sticking – replaced vent valve and cleared codes recheck

<u>4/17/09</u>	<u>337068</u>	<u>1</u>	<u>16667</u>	<b>Phillips Chevrolet</b> C/s low oil light comes on driving / adjust oil level appt made to diagnose problem Tech Notes: ck 0.1 level found oil low 1 ³ / ₄ quarts toped off as needed ck under no leaks
5/4/09	337943	4	17097	Phillips Chevrolet C/s vehicle was 2 qt low on oil in less than 2k miles / found over aggressive lifters both sides and make necessary adjustments test drive *2 days rental* Tech Notes: Oil in intake ran vehicle with valve covers off has over aggressive lifters on both banks replace all lifters & change oil only Verified days out w/Svc Mgr Bill Featherston.
<u>7/15/09</u>	<u>342459</u>	<u>1</u>	<u>19195</u>	C/s that the low engine oil light is on check history / adjust oil level – <b>no</b> <b>fix available at this time</b> Tech Notes: No leaks add 1qt & ¼ up to top after 15 min sitting
7/21/09	342802	4	20006	C/s that the low oil light comes add oil / oil change light is on inspect TAN contacted no repairs available at this time customer advised to monitor oil level #10954611 Mike Armstrong Tech Notes: .75 qt low 5% left on oil monitor cyl leakage test wet & dry compression test rinl gaps lined up cylinder wall taper 1.5 to 2.0 qts in 2000 miles Verified days out w/Svc Mgr Bill Featherston.
<u>8/24/09</u>	<u>344834</u>	<u>*</u>	<u>21752</u>	Phillips Chevrolet C/s check oil level / adjust oil level approx ¾ quart low
9/28/09	347250	5	23042	Phillips Chevrolet C/s vehicle uses excessive oil adh contacted and approved engine replacement / removed engine and transfer necessary components - install GM replacement and add necessary fluids make all adjustment s and test drive Tech Notes: per Melissa PQC prev RO # 337943 #10954611 Verified days out w/Svc Mgr Bill Featherston.
11/23/10	376967	1	36506	Phillips Chevrolet C/s low oil light came on / 1 qt low – adjust oil level Tech Notes: checked oil level 1 qt low
<u>12/13/10</u>	<u>378541</u>	<u>3</u>	<u>37313</u>	<b>Phillips Chevrolet</b> C/s oil light came on was 1 qt low / <b>bulletins 100601008A</b> – install active fuel management deflector valve de-carbon cylinders piston rings change oil and filter make necessary adjustment test drive
□ <u>Restra</u>	<u>aints</u>			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A				
□ <u>Steeri</u>	ng			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A				
Trans	mission			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:

N/A	
-----	--

□ <u>Axle</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9/28/10	372608	4	34927	Phillips Chevrolet C/s popping type noise heard taking off from a stop / inspect -lube driveshaft splines/customer advised new tire may cause condition if driving in auto 4x4 mode *2 days rental* Verified days out w/Svc Mgr Bill Featherston.
Body/	<u>Trim</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>10/1/07</u>	<u>302495</u>	*	<u>171</u>	Phillips Chevrolet C/s R/F door squeaks at times / didn't hear squeak — lube all door hinges
<u>10/15/07</u>	<u>303437</u>	<u>1</u>	<u>526</u>	Phillips Chevrolet C/s driver mirror scratched / replaced driver outside mirror plus paint
				C/s third brake light housing coming loose / removed third brake light removed seal re-glue and reinstalled seal – re-installed brake light
5/4/09	337943	*	17097	Phillips Chevrolet C/s pass side inside door handle peeling / peeling – replaced inside handle as needed
8/24/09	344834	1	21752	Phillips Chevrolet C/s moldings discolored left and right sides / buff and clean moldings as needed
9/28/09	347250	*	23042	Phillips Chevrolet C/s check DR door pops opening / DR door pops — lube hinges as needed
				Extra key
<u>1/22/10</u>	<u>354877</u>	<u>1</u>	<u>26209</u>	Phillips Chevrolet C/s replace front wiper blades with OEM – replaced front wiper blades
1/29/10	355328	1	26465	Phillips Chevrolet C/s driver door pips opening / lube – will need hinge if roller does not free up
9/28/10	372608	*	34927	<b>Phillips Chevrolet</b> C/s all body side moldings discolored history concern / finish faded – refinish all four body side moldings as needed Tech Notes: Sublet to Probst to refinish all 4 moldings
				C/s second row driver side arm rest loose / loose at frame – adjust and secure
				C/s DR door pops opening / roller frozen – replace door hinge driver side as needed Tech Notes: Sublet to Probst to replace hinge
				C/s front emblem peeling up / peeling – replace emblem as needed
Chass	S			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:

N/A

Electri	<u>cal</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>1/8/07</u>	<u>29948</u>	<u>N/A</u>	<u>3</u>	Before Cust Ownership Steve Foley Cadillac C/s service stability light on / check for codes, code B1517 battery voltage below threshold cleared codes road test voltage ok found battery dead – recharge battery, tested ok
10/1/07	302495	1	171	Phillips Chevrolet C/s extra key 1 FOB inop – program fob/cut key *waiter
<u>1/27/09</u>	<u>332331</u>	<u>1</u>	<u>14733</u>	<b>Phillips Chevrolet</b> C/s low tire light on / set pressure and reset light Tech Notes: set tire to spec of 30 PSI to repair concern
□ <u>Glass</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A □ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	<u>KU #.</u>	<u>Days Out</u> :	<u>ivilleage.</u>	Description of complaint and kepair Performed.
Susper	<u>nsion</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	/Tires			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>4/9/08</u>	<u>314658</u>	<u>1</u>	<u>5398</u>	<b>Phillips Chevrolet</b> C/s install "20 alum polished wheels & tires as per we owe. / cust to pay \$1656.00 as per we owe completed *Internal* Tech Notes: swapped 18 in wheels & tires with 20 inch wheels & tires from parts dept
<u>12/13/10</u>	<u>378541</u>	*	<u>37313</u>	<b>Phillips Chevrolet</b> C/s pop noise heard when in 4X4 and auto 4 when taking off from a stop / no codes stored difference in tire recently replaced to original tires causing irregular 4x4 engagement needs tires Tech Notes: inop for oil leaks no leaks found. Found bulletin #10-06-01-008A installed (AFM) oil deflector & de-carbonized cylinders
🗌 Recall	s / Camp	aigns		
Data	DO //		n a	

Date:		•	Mileage:	Description of Complaint and Repair Performed:
<u>4/4/07</u>	<u>30930</u>	<u>N/A</u>	<u>4</u>	Before Cust Ownership

#### Steve Foley Cadillac 07007 Recall Remote keyless entry / recall completed

#### 06162 – Product Enhancement / recall completed

Other					
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
4/3/08	314305	*	5212	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels	
9/5/08	323810	*	10389	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels	
1/27/09	332331	*	14733	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels	
1/29/10	355328	*	26465	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels	
7/8/10	366345	*	32143	<b>Phillips Chevrolet</b> LOF up to six quarts of oil tire rotation and multi point inspection.	
9/28/10	372608	*	34927	Phillips Chevrolet Multi point inspection	

Important: SES light is to be captured under affected component above.

## ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N)	)
Did you confirm your answer with the dealer/Customer (if $\overline{Ye}$ ADR)/attorney (if Legal)? (Y or N)	es
What type of damage was sustained (example: front end collision)? N/A	
Are the RO's attached if the vehicle was in an accident? (Y or N)	N/A
Has the customer filed any insurances claims on this Vehicle? (Y or N) If Yes obtain the following information below	N/A
Insurance Company:	N/A
Insurance Rep : (First and Last Name)	N/A
Phone #	N/A
Claim Made? (Y or N):	N/A
Claim Status: Pending/Denied/NA	N/A
Claim #	N/A
Did Insurance Company refer customer to GM? (Y or N)	N/A
If Yes. Did the insurance company deny the claim? (Y or N)	N/A
<b>AFTERMARKET MODIFICATIONS:</b> Are there any Aftermarket Modifications to the Vehicle? (Y or N)	No
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer. $N\!/\!A$	
Have you confirmed modification with the dealership? (Y or N)	Yes
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: 71-745393312 - CAC- opened 7/30/09 closed:11/12/09, gas cap lig light. closed UTC, no goodwill. Date & Offer/Result: opened 7/30/09 closed:11/12/09 no goodwill offered.	
Concern: 71-890325619-survey-opened 11/6/10 closed 11/16/10 transmissi \$100 maintenance letter. Date & Offer/Result: opened 11/6/10 closed 11/16/10, \$100 maintenance	•
<b>Concern:</b> 71-892721354-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, c customer contacted the lawyer, no goodwill offered. <b>Date &amp; Offer/Result:</b> 11/23/10 closed 11/30/10, closed due to customer ref	

#### **BBB PROGRAM SUMMARY ASSESSMENT:**

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State: {Eligibility Detail}

### **Customer/Plaintiff Seeks:**

repurchase

#### **Customer/Plaintiff Theory:**

_____

**Describe customer's theory of case from Demand and CAC notes (if applicable), include any specific allegations regarding** # of repair visits, days out of service, or specific alleged violations. Numerous defects including electrical, engine, body and trim.

# Note: This section only applicable for Legal casesIs Lemon Law Pled/Alleged?:YesUnder what State?ILClaimed Presumptive?NoDoes Purchase Qualify?YesIf not, why?N/A

	State Pres	sumption Is:	
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 business days
<pre># of visits for a Safety Complaint?</pre>	n/a	<pre># of Visits Total?</pre>	n/a
Must Complaint Continue to Exist?	Yes	Final Repair/Arbitration Required?	Yes
Time Period for filing a Claim?	18 months filli	ng, 12 months	
	12,000 miles		

#### Vehicle Service History (During Presumptive Period) is:

# of Visits for a Non-Conformity?	0	<pre># of Days out of Service?</pre>	1
<pre># of visits for a Safety Complaint?</pre>	0	<pre># of Visits Total?</pre>	0
Complaint appears to Continue?	yes	Final Repair/Arbitration Complete?	no

#### Does History appear Presumptive: No

	No	
story (Duri	ng Limited Warranty Period)	) is:
4	# of Days out of Service?	22
0	<pre># of Visits Total?</pre>	9
Yes	Final Repair or Arbitration Req'd?	Yes
<i></i>		
/LW:	Yes	
No	If no, identify responsible party:	N/A
1	Additional # of Repair Visits?	1
	Νο	
air:	N/A	
Yes	\$100 maintenance letter 11/16/10	
No	N/A	
	story (Durin 4 0 Yes /LW: No 1	story (During Limited Warranty Period)         4       # of Days out of Service?         0       # of Visits Total?         Yes       Final Repair or Arbitration Req'd?         /LW:       Yes         No       If no, identify responsible party:         1       Additional # of Repair Visits?         No       No         air:       N/A         Yes       \$100 maintenance letter 11/16/10

#### **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

#### Pertinent vehicle information provided by DVM/DSM/CAM:

**PREV NISM -** FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

#### Lawsuit -

brent.palmer@gm.com 02/09/2011 08:25 AM To ileana_white@gmexpert.com cc

> Subject Re: Lawsuit - Crittendon

C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.

What is the customer seeking? The vehicle concern I believe is excessive engine oil consumption. GM has a bulletin procedure that was released that advises dealerships how to correct the concern. I am interested in the outcome and would like to be contacted about the settlement offers.

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: <u>brent.palmer@gm.com</u>

#### Pertinent vehicle information provided by dealer Service Manager: PREV NISM - none

#### Identify at least three main strengths of the customer's case? PREV NISM - -significant repairs for oil consumption-

**Identify at least three main weaknesses of the customer's case? PREV NISM -** all repairs occurred after the presumption period--customer is out of filing time--no days out of service.

#### Are there any considerations to be made under other applicable laws? (Explain in detail) **PREV NISM -** Customer was told in SR # 71-745393312 that engine repair would not for sure fix

the oil consumption issue, she decided to go through with repair anyway.

#### **Recommendation:**

**PREV NISM -** Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$3500-\$5500 cash settlement and complete necessary repair at no cost. Send NFA if offers not accepted.

#### **Rationale:**

**PREV NISM -** \$3500-\$5500 cash settlement due to number of repairs for oil consumption. Send NFA if offers not accepted.

#### Settlement/Defense Strategy:

**PREV NISM -** Sent my final offer of \$5000, was not accepted, sent NFA will close not settled.

## PREV NISM

## **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:	•	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	countered
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A\$N/A \$3500	Settlement Type: cash Date: 12/08/10	countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	unt to Plaintiff/Atty: \$N/A \$N/A		countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N//A \$4000	Settlement Type: cash Date: 12/10/10	countered
PLAINTIFF Counter Offer Amount to Plaintiff/Atty: Inclusive Offer:	r: \$N/A/\$N/A \$13,500	Settlement Type: Cash Date: 12/14/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$ N/A /\$ N/A \$4500		
Plaintiff Counter offer: Inclusive:	ve: \$12,500		Countered
CRS Final Offer: Inclusive:	\$5000	cash Date: 12/15/10	Countered
Plaintiff Counter offer: Inclusive	\$12,000		
CRS Final offer	\$5000, Sent NFA		

# **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Add additional lines for addit	ional offers/counter offers.		
Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:		Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>PLAINTIFF Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
<b>CRS Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance.

# HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
<b>Recommendation of</b>	Field:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
Final Decision:		Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase R	lepair}		torney Fees Amount}	(if applicable)	:

**TEAM LEAD APPROVING:** 

{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.
Brakes	All mechanical, electrical, or fluid related components of the Brake system.
Chassis	All frame, bumper and hitch components.
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.
Glass	All glass and window components.
HVAC	All components related to heating, air conditioning and temperature.
Paint	All paint specific issues (Not metal related).
Restraints	All SIR, airbags and seatbelt issues.
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.



brent.palmer@gm.com 02/09/2011 08:25 AM To ileana_white@gmexpert.com cc bcc Subject Re: Lawsuit - Crittendon

C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.

What is the customer seeking? The vehicle concern I believe is excessive engine oil consumption. GM has a bulletin procedure that was released that advises dealerships how to correct the concern. I am interested in the outcome and would like to be contacted about the settlement offers.

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: brent.palmer@gm.com

From: ileana_white@gmexpert.com To: brent.palmer@gm.com Date: 02/08/2011 02:21 PM Subject: Lawsuit - Crittendon

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Ileana White Telephone: 866-790-5700 ext. 21307

Dear Mr. Palmer:

This email is to inform you that a lawsuit has been filed on behalf of customer **customer** y Krohn & Moss for the customer's 2007 Chevrolet Suburban with 37,313 miles. The customer has been working with Phillips Chevrolet in Frankfort IL. Technical Assistance Center has been involved. TAC case number SP-10954611.

This matter has been referred to the Early Resolution program for settlement review.

Your response is needed to continue review of the case. Please reply only by email by selecting one of the following options:

A) I am unaware of this case and have no information to provide you. However, I am interested in the outcome and would like to be contacted about the settlement offers.

B) I am unaware of this case and have no information to provide you. Please notify me after a decision has been reached between the Early Resolution Program and the attorney.

C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.)

Due to time constraints, your response to this e-mail is required within 24 hours. Your feedback will be documented and your e-mail attached to our case, as it is an important step in our accurate and timely case resolution.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

**General Motors** 

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

Confidentiality Note: This message is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged material. Any review, transmission, dissemination or other use, or taking of any action in reliance upon this message by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please contact the sender and delete it from your computer.

## **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

#### **BRC CASE ASSESSMENT**

#### Latest Revision Date: 7/21/2011

#### **All Fields Are Required**

(Do not delete or modify any sections of this form)

SR: 71-895661910 By: Ileana White		GM Legal File / BBB Case No.: 724195 Negotiator: Same			
Customer Last Name: Only customer's last name to be recorded	. Do not include first n	ame.	State: IL		
Vehicle ID No.: 1GNFK163773	In Service Date: 9/29/2007		Vehicle Purchased: New	BAC Code: 113225	
Year, Make & Model: 2007 Chevrol Current Mileage: 37,313 Sale Type: Purchase X Lease	et Suburban ] Other :		Vehicle Purchased Us Dealer Name : Phillip CAM Name: Rob Joh Phone Number: 630-	os Chevrolet nson	
Lien holder: GMAC 🛛 Other	]:		DVM Name: Brent Pa Phone/Cell Number:		
Purchase Price of Vehicle: \$ 46,874	1.00				
Was TAC contacted for this vehicle	(Y/N)? : Yes		DVM requests involve	ement?: Yes	
Attorney Involvement: Krohn & Mo Phone Number : 312-578-9128 Fax Number : 866-309-9458	ss (Eric Kaczander)	)	Service Manager Nar Featherston Phone Number : 815		
Are there <b>additional</b> field personnand phone number. Repeat as necessary		List the na	me, including role (D	VM, DSM, etc.)	

N/A

Are there **<u>additional</u>** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary. Steve Foley Cadillac / Svc Mgr Jim Benedetto / 847-849-2267

#### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption. TAC Recommendations -

Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Tech link article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -

Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation.

N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

# X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

Brakes

 Date:
 RO #:
 Days Out:
 Mileage:
 Description of Complaint and Repair Performed:

 N/A

Engine/Fuel/Exhaust
---------------------

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/13/09	335003	1	15794	<b>Phillips Chevrolet</b> C/s service engine soon light is on. gas cap light came on // inspect evap code vent valve sticking – replace failed evap vent valve clear codes and test drive Tech Notes: inspect and found P0455 stored and found vent

valve sticking – replaced vent valve and cleared codes recheck

<u>4/17/09</u>	<u>337068</u>	1	<u>16667</u>	<b>Phillips Chevrolet</b> C/s low oil light comes on driving / adjust oil level appt made to diagnose problem Tech Notes: ck 0.1 level found oil low 1 ³ / ₄ quarts toped off as needed ck under no leaks	
5/4/09	337943	4	17097	Phillips Chevrolet C/s vehicle was 2 qt low on oil in less than 2k miles / found over aggressive lifters both sides and make necessary adjustments test drive *2 days rental* Tech Notes: Oil in intake ran vehicle with valve covers off has over aggressive lifters on both banks replace all lifters & change oil only Verified days out w/Svc Mgr Bill Featherston.	
<u>7/15/09</u>	<u>342459</u>	<u>1</u>	<u>19195</u>	C/s that the low engine oil light is on check history / adjust oil level – <b>no</b> <b>fix available at this time</b> Tech Notes: No leaks add 1qt & ¼ up to top after 15 min sitting	
7/21/09	342802	4	20006	C/s that the low oil light comes add oil / oil change light is on inspect TAN contacted no repairs available at this time customer advised to monitor oil level #10954611 Mike Armstrong Tech Notes: .75 qt low 5% left on oil monitor cyl leakage test wet & dry compression test rinl gaps lined up cylinder wall taper 1.5 to 2.0 qts in 2000 miles Verified days out w/Svc Mgr Bill Featherston.	
<u>8/24/09</u>	<u>344834</u>	<u>*</u>	<u>21752</u>	Phillips Chevrolet C/s check oil level / adjust oil level approx ¾ quart low	
9/28/09	347250	5	23042	Phillips Chevrolet C/s vehicle uses excessive oil adh contacted and approved engine replacement / removed engine and transfer necessary components - install GM replacement and add necessary fluids make all adjustment s and test drive Tech Notes: per Melissa PQC prev RO # 337943 #10954611 Verified days out w/Svc Mgr Bill Featherston.	
11/23/10	376967	1	36506	Phillips Chevrolet C/s low oil light came on / 1 qt low – adjust oil level Tech Notes: checked oil level 1 qt low	
<u>12/13/10</u>	<u>378541</u>	<u>3</u>	<u>37313</u>	<b>Phillips Chevrolet</b> C/s oil light came on was 1 qt low / <b>bulletins 100601008A</b> – install active fuel management deflector valve de-carbon cylinders piston rings change oil and filter make necessary adjustment test drive Tech Notes: inop for oil leaks no leaks found. Found bulletin #10-06-01-008A installed (AFM) oil deflector & de-carbonized cylinders	
<u>Restraints</u>					
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
N/A	na				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
N/A	<u>KU # .</u>	<u>Days Out</u> :	<u>wiiicaye.</u>		

Transı	<u>mission</u>			
<u>Date:</u> N/A	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
□ <u>Axle</u>	"			
<u>Date:</u> 9/28/10	<u>R0 #:</u> 372608	<u>Days Out</u> : 4	<u>Mileage:</u> 34927	Description of Complaint and Repair Performed:
9/20/10	372008	7	54527	Phillips Chevrolet C/s popping type noise heard taking off from a stop / inspect -lube driveshaft splines/customer advised new tire may cause condition if driving in auto 4x4 mode *2 days rental* Verified days out w/Svc Mgr Bill Featherston.
Body/	<u>Trim</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>10/1/07</u>	<u>302495</u>	<u>*</u>	<u>171</u>	Phillips Chevrolet C/s R/F door squeaks at times / didn't hear squeak — lube all door hinges
<u>10/15/07</u>	<u>303437</u>	<u>1</u>	<u>526</u>	Phillips Chevrolet C/s driver mirror scratched / replaced driver outside mirror plus paint
				C/s third brake light housing coming loose / removed third brake light removed seal re-glue and reinstalled seal – re-installed brake light
5/4/09	337943	*	17097	Phillips Chevrolet C/s pass side inside door handle peeling / peeling – replaced inside handle as needed
8/24/09	344834	1	21752	Phillips Chevrolet C/s moldings discolored left and right sides / buff and clean moldings as needed
9/28/09	347250	*	23042	Phillips Chevrolet C/s check DR door pops opening / DR door pops — lube hinges as needed
				Extra key
<u>1/22/10</u>	<u>354877</u>	<u>1</u>	<u>26209</u>	Phillips Chevrolet C/s replace front wiper blades with OEM – replaced front wiper blades
1/29/10	355328	1	26465	Phillips Chevrolet C/s driver door pips opening / lube – will need hinge if roller does not free up
9/28/10	372608	*	34927	<b>Phillips Chevrolet</b> C/s all body side moldings discolored history concern / finish faded – refinish all four body side moldings as needed Tech Notes: Sublet to Probst to refinish all 4 moldings
				C/s second row driver side arm rest loose / loose at frame – adjust and secure
				C/s DR door pops opening / roller frozen – replace door hinge driver side as needed Tech Notes: Sublet to Probst to replace hinge
				C/s front emblem peeling up / peeling – replace emblem as needed

🗌 <u>Chassi</u>	<u>S</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A				
□ <u>Electri</u>	<u>cal</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>1/8/07</u>	<u>29948</u>	<u>N/A</u>	<u>3</u>	Before Cust Ownership Steve Foley Cadillac C/s service stability light on / check for codes, code B1517 battery voltage below threshold cleared codes road test voltage ok found battery dead – recharge battery, tested ok
10/1/07	302495	1	171	Phillips Chevrolet C/s extra key 1 FOB inop – program fob/cut key *waiter
<u>1/27/09</u>	<u>332331</u>	<u>1</u>	<u>14733</u>	<b>Phillips Chevrolet</b> C/s low tire light on / set pressure and reset light Tech Notes: set tire to spec of 30 PSI to repair concern
□ <u>Glass</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A □ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A				
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A	nsion			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A				
□ <u>Wheel</u>				
Date:	<u>RO #:</u>	<u>Days Out</u> :	Mileage:	Description of Complaint and Repair Performed:
<u>4/9/08</u>	<u>314658</u>	<u>1</u>	<u>5398</u>	<b>Phillips Chevrolet</b> C/s install "20 alum polished wheels & tires as per we owe. / cust to pay \$1656.00 as per we owe completed *Internal* Tech Notes: swapped 18 in wheels & tires with 20 inch wheels & tires from parts dept
<u>12/13/10</u>	<u>378541</u>	*	<u>37313</u>	<b>Phillips Chevrolet</b> C/s pop noise heard when in 4X4 and auto 4 when taking off from a stop / no codes stored difference in tire recently replaced to original tires causing irregular 4x4 engagement needs tires
		-		

Recalls / Campaigns
 Date: R0 # Date

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
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<u>4/4/07</u>	<u>30930</u>	<u>N/A</u>	<u>4</u>	Before Cust Ownership
				Steve Foley Cadillac
				07007 Recall Remote keyless entry / recall completed

#### 06162 – Product Enhancement / recall completed

□ <u>Other</u>						
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:		
4/3/08	314305	*	5212	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels		
9/5/08	323810	*	10389	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels		
1/27/09	332331	*	14733	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels		
1/29/10	355328	*	26465	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels		
7/8/10	366345	*	32143	<b>Phillips Chevrolet</b> LOF up to six quarts of oil tire rotation and multi point inspection.		
9/28/10	372608	*	34927	Phillips Chevrolet Multi point inspection		

Important: SES light is to be captured under affected component above.

## ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N) No						
Did you confirm your answer with the dealer/Customer (if Ye ADR)/attorney (if Legal)? (Y or N)	S					
What type of damage was sustained (example: front end collision)? N/A						
Are the RO's attached if the vehicle was in an accident? (Y or N) Has the customer filed any insurances claims on this Vehicle? (Y or N)	N/A N/A					
If Yes obtain the following information below						
Insurance Company:	N/A					
Insurance Rep : (First and Last Name)	N/A					
Phone #	N/A					
Claim Made? (Y or N):	N/A					
Claim Status: Pending/Denied/NA	N/A					
Claim #	N/A					
Did Insurance Company refer customer to GM? (Y or N)	N/A					
If Yes. Did the insurance company deny the claim? (Y or N)	N/A					
<b>AFTERMARKET MODIFICATIONS:</b> Are there any Aftermarket Modifications to the Vehicle? (Y or N)	No					
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer. $N\!/\!A$						
Have you confirmed modification with the dealership? (Y or N)	Yes					
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: 71-745393312 - CAC- opened 7/30/09 closed:11/12/09, gas cap lig light. closed UTC, no goodwill. Date & Offer/Result: opened 7/30/09 closed:11/12/09 no goodwill offered.						
<b>Concern:</b> 71-890325619-survey-opened 11/6/10 closed 11/16/10 transmission repair, offered a \$100 maintenance letter. <b>Date</b> & <b>Offer/Result:</b> opened 11/6/10 closed 11/16/10, \$100 maintenance letter.						
<b>Concern:</b> 71-892721354-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, cl customer contacted the lawyer, no goodwill offered. <b>Date &amp; Offer/Result:</b> 11/23/10 closed 11/30/10, closed due to customer ret						

#### **BBB PROGRAM SUMMARY ASSESSMENT:**

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State: {Eligibility Detail}

## **Customer/Plaintiff Seeks:**

repurchase

	from Demand a sits, days out of	and CAC notes (if applicable), include f service, or specific alleged violation y and trim.	
Note: This section only applicab	-	ISES	
Is Lemon Law Pled/Allege	d?:	Yes	
Under what State? IL		Claimed Presumptive? No	
Does Purchase Qualify? Yes		If not, why? N/A	
		sumption Is:	
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 business days
# of visits for a Safety Complaint?	n/a	# of Visits Total?	n/a
Must Complaint Continue to Exist? Time Period for filing a Claim?	Yes 18 months filli 12,000 miles	Final Repair/Arbitration Required? ing, 12 months	Yes
Vehicle Service	History (Du	Iring Presumptive Period) i	S:
# of Visits for a Non-Conformity?	2 – Body	# of Days out of Service?	2
# of visits for a Safety Complaint? Complaint appears to Continue?	0 yes	# of Visits Total? Final Repair/Arbitration Complete?	0 no
Does History appear Presu	mptive:	Νο	
Vehicle Service Hi	story (Duri	ng Limited Warranty Period	) is:
# of Visits for a Non-Conformity?	7– Engine	,	30
# of visits for a Safety Complaint? Must Complaint Continue to Exist?	0 Yes	# of Visits Total? Final Repair or Arbitration Req'd?	15 Yes
Related Repairs beyond N	/LW:	Yes	
Customer Pay?	No	If no, identify responsible party:	N/A
Additional Days out of Service?	1	Additional # of Repair Visits?	1
Other Considerations:		Νο	
Outcome/Findings of Arb/Final Repa Prior Goodwill/reimbursement:	air: Yes	N/A \$100 maintenance letter 11/16/10	
Out of Pocket Expenses:	No	N/A	

#### **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

#### Pertinent vehicle information provided by DVM/DSM/CAM:

**PREV NISM -** FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

#### Lawsuit -

brent.palmer@gm.com 02/09/2011 08:25 AM To ileana_white@gmexpert.com cc

> Subject Re: Lawsuit - Crittendon

C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.

What is the customer seeking? The vehicle concern I believe is excessive engine oil consumption. GM has a bulletin procedure that was released that advises dealerships how to correct the concern. I am interested in the outcome and would like to be contacted about the settlement offers.

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: <u>brent.palmer@gm.com</u>

#### Pertinent vehicle information provided by dealer Service Manager: PREV NISM - none

#### Identify at least three main strengths of the customer's case? PREV NISM - significant repairs for oil consumption-

#### Lawsuit – Cust has kept up with maintenance in vehicle.

Identify at least three main weaknesses of the customer's case? **PREV NISM -** all repairs occurred after the presumption period-customer is out of filing time-no days out of service.

#### Are there any considerations to be made under other applicable laws? (Explain in detail)

**PREV NISM -** Customer was told in SR # 71-745393312 that engine repair would not for sure fix the oil consumption issue, she decided to go through with repair anyway.

## Lawsuit – Magnuson & Moss – numerous concerns for low engine oil. Recommendation:

**PREV NISM -** Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$3500-\$5500 cash settlement and complete necessary repair at no cost. Send NFA if offers not accepted.

## Lawsuit – High cash 7,000 to 10,000 if does not accept straight repurchase. Repurchase Worksheet to follow

#### **Rationale:**

**PREV NISM -** \$3500-\$5500 cash settlement due to number of repairs for oil consumption. Send NFA if offers not accepted.

## Lawsuit – Crs recommends offering high cash due 7x's (6x while in B2B and 1x outside B2B) for oil consumption. Settlement/Defense Strategy:

**PREV NISM -** Sent my final offer of \$5000, was not accepted, sent NFA will close not settled.

#### Lawsuit – To avoid additional court cost and customer satisfaction.

#### PREV NISM

#### HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for Legal Cases Only

Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Plaintiff's Original Dema</b> Amount to Plaintiff/Atty: Inclusive Offer:	•	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	countered
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A\$N/A \$3500	Settlement Type: cash Date: 12/08/10	countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N/A \$14,500	Settlement Type: cash Date: 12/10/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N//A \$4000	Settlement Type: cash Date: 12/10/10	countered
PLAINTIFF Counter Offer Amount to Plaintiff/Atty: Inclusive Offer:	r: \$N/A/\$N/A \$13,500	Settlement Type: Cash Date: 12/14/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$ N/A /\$ N/A \$4500		
Plaintiff Counter offer: Inclusive:	\$12,500	Settlement Type: cash	Countered
CRS Final Offer: Inclusive:	\$5000	Date: 12/15/10	
Plaintiff Counter offer: Inclusive	\$12,000		
CRS Final offer	\$5000, Sent NFA		

# **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Add additional lines for additional offers/counter offers.								
Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:		Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}					
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}					
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}					
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}					
<b>PLAINTIFF Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}					
<b>CRS Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}					

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance.

# HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
<b>Recommendation of</b>	Field:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
Final Decision:		Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase R	lepair}		torney Fees Amount}	(if applicable)	:

**TEAM LEAD APPROVING:** 

{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.
Brakes	All mechanical, electrical, or fluid related components of the Brake system.
Chassis	All frame, bumper and hitch components.
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.
Glass	All glass and window components.
HVAC	All components related to heating, air conditioning and temperature.
Paint	All paint specific issues (Not metal related).
Restraints	All SIR, airbags and seatbelt issues.
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.





## **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

#### **BRC CASE ASSESSMENT**

#### Latest Revision Date: 7/21/2011

#### **All Fields Are Required**

(Do not delete or modify any sections of this form)

SR: 71-895661910 By: Ileana White		GM Legal File / BBB Case No.: 724195 Negotiator: Same			
Customer Last Name: Only customer's last name to be recorded	. Do not include first n	ame.	State: IL		
Vehicle ID No.: 1GNFK163773	In Service Date: 9/29/2007		Vehicle Purchased: New	BAC Code: 113225	
Year, Make & Model: 2007 Chevrol Current Mileage: 37,313 Sale Type: Purchase X Lease	et Suburban ] Other :		Vehicle Purchased Us Dealer Name : Phillip CAM Name: Rob Joh Phone Number: 630-	os Chevrolet nson	
Lien holder: GMAC 🛛 Other	]:		DVM Name: Brent Pa Phone/Cell Number:		
Purchase Price of Vehicle: \$ 46,874	1.00				
Was TAC contacted for this vehicle	(Y/N)? : Yes		DVM requests involve	ement?: Yes	
Attorney Involvement: Krohn & Mo Phone Number : 312-578-9128 Fax Number : 866-309-9458	ss (Eric Kaczander)	)	Service Manager Nar Featherston Phone Number : 815		
Are there <b>additional</b> field personnand phone number. Repeat as necessary		List the na	me, including role (D	VM, DSM, etc.)	

N/A

Are there **<u>additional</u>** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary. Steve Foley Cadillac / Svc Mgr Jim Benedetto / 847-849-2267

#### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption. TAC Recommendations -

Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Tech link article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -

Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation.

N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

# X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

Brakes

 Date:
 RO #:
 Days Out:
 Mileage:
 Description of Complaint and Repair Performed:

 N/A

Engine/Fuel/Exhaust
---------------------

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/13/09	335003	1	15794	<b>Phillips Chevrolet</b> C/s service engine soon light is on. gas cap light came on // inspect evap code vent valve sticking – replace failed evap vent valve clear codes and test drive Tech Notes: inspect and found P0455 stored and found vent

valve sticking – replaced vent valve and cleared codes recheck

<u>4/17/09</u>	<u>337068</u>	1	<u>16667</u>	<b>Phillips Chevrolet</b> C/s low oil light comes on driving / adjust oil level appt made to diagnose problem Tech Notes: ck 0.1 level found oil low 1 ³ / ₄ quarts toped off as needed ck under no leaks			
5/4/09	337943	4	17097	Phillips Chevrolet C/s vehicle was 2 qt low on oil in less than 2k miles / found over aggressive lifters both sides and make necessary adjustments test drive *2 days rental* Tech Notes: Oil in intake ran vehicle with valve covers off has over aggressive lifters on both banks replace all lifters & change oil only Verified days out w/Svc Mgr Bill Featherston.			
<u>7/15/09</u>	<u>342459</u>	<u>1</u>	<u>19195</u>	C/s that the low engine oil light is on check history / adjust oil level – <b>no</b> <b>fix available at this time</b> Tech Notes: No leaks add 1qt & ¼ up to top after 15 min sitting			
7/21/09	342802	4	20006	C/s that the low oil light comes add oil / oil change light is on inspect TAN contacted no repairs available at this time customer advised to monitor oil level #10954611 Mike Armstrong Tech Notes: .75 qt low 5% left on oil monitor cyl leakage test wet & dry compression test rinl gaps lined up cylinder wall taper 1.5 to 2.0 qts in 2000 miles Verified days out w/Svc Mgr Bill Featherston.			
<u>8/24/09</u>	<u>344834</u>	<u>*</u>	<u>21752</u>	Phillips Chevrolet C/s check oil level / adjust oil level approx ¾ quart low			
9/28/09	347250	5	23042	Phillips Chevrolet C/s vehicle uses excessive oil adh contacted and approved engine replacement / removed engine and transfer necessary components - install GM replacement and add necessary fluids make all adjustment s and test drive Tech Notes: per Melissa PQC prev RO # 337943 #10954611 Verified days out w/Svc Mgr Bill Featherston.			
11/23/10	376967	1	36506	Phillips Chevrolet C/s low oil light came on / 1 qt low – adjust oil level Tech Notes: checked oil level 1 qt low			
<u>12/13/10</u>	<u>378541</u>	<u>3</u>	<u>37313</u>	<b>Phillips Chevrolet</b> C/s oil light came on was 1 qt low / <b>bulletins 100601008A</b> – install active fuel management deflector valve de-carbon cylinders piston rings change oil and filter make necessary adjustment test drive Tech Notes: inop for oil leaks no leaks found. Found bulletin #10-06-01-008A installed (AFM) oil deflector & de-carbonized cylinders			
□ <u>Restra</u>	<u>Restraints</u>						
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
N/A	na						
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
N/A	<u>KU # .</u>	<u>Days Out</u> :	<u>wiiicaye.</u>				

Transı	<u>mission</u>			
<u>Date:</u> N/A	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
□ <u>Axle</u>	"			
<u>Date:</u> 9/28/10	<u>R0 #:</u> 372608	<u>Days Out</u> : 4	<u>Mileage:</u> 34927	Description of Complaint and Repair Performed:
9/20/10	372008	7	54527	Phillips Chevrolet C/s popping type noise heard taking off from a stop / inspect -lube driveshaft splines/customer advised new tire may cause condition if driving in auto 4x4 mode *2 days rental* Verified days out w/Svc Mgr Bill Featherston.
Body/	<u>Trim</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>10/1/07</u>	<u>302495</u>	<u>*</u>	<u>171</u>	Phillips Chevrolet C/s R/F door squeaks at times / didn't hear squeak — lube all door hinges
<u>10/15/07</u>	<u>303437</u>	<u>1</u>	<u>526</u>	Phillips Chevrolet C/s driver mirror scratched / replaced driver outside mirror plus paint
				C/s third brake light housing coming loose / removed third brake light removed seal re-glue and reinstalled seal – re-installed brake light
5/4/09	337943	*	17097	Phillips Chevrolet C/s pass side inside door handle peeling / peeling – replaced inside handle as needed
8/24/09	344834	1	21752	Phillips Chevrolet C/s moldings discolored left and right sides / buff and clean moldings as needed
9/28/09	347250	*	23042	Phillips Chevrolet C/s check DR door pops opening / DR door pops — lube hinges as needed
				Extra key
<u>1/22/10</u>	<u>354877</u>	<u>1</u>	<u>26209</u>	Phillips Chevrolet C/s replace front wiper blades with OEM – replaced front wiper blades
1/29/10	355328	1	26465	Phillips Chevrolet C/s driver door pips opening / lube – will need hinge if roller does not free up
9/28/10	372608	*	34927	<b>Phillips Chevrolet</b> C/s all body side moldings discolored history concern / finish faded – refinish all four body side moldings as needed Tech Notes: Sublet to Probst to refinish all 4 moldings
				C/s second row driver side arm rest loose / loose at frame – adjust and secure
				C/s DR door pops opening / roller frozen – replace door hinge driver side as needed Tech Notes: Sublet to Probst to replace hinge
				C/s front emblem peeling up / peeling – replace emblem as needed

Chassis								
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
N/A								
Electrical								
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
<u>1/8/07</u>	<u>29948</u>	<u>N/A</u>	<u>3</u>	Before Cust Ownership Steve Foley Cadillac C/s service stability light on / check for codes, code B1517 battery voltage below threshold cleared codes road test voltage ok found battery dead – recharge battery, tested ok				
10/1/07	302495	1	171	Phillips Chevrolet C/s extra key 1 FOB inop – program fob/cut key *waiter				
<u>1/27/09</u>	<u>332331</u>	1	<u>14733</u>	<b>Phillips Chevrolet</b> C/s low tire light on / set pressure and reset light Tech Notes: set tire to spec of 30 PSI to repair concern				
□ <u>Glass</u>								
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
N/A □ <u>HVAC</u>								
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
N/A								
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
N/A	nsion							
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
N/A								
□ <u>Wheel/Tires</u>								
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
<u>4/9/08</u>	<u>314658</u>	<u>1</u>	<u>5398</u>	Phillips Chevrolet C/s install "20 alum polished wheels & tires as per we owe. / cust to pay \$1656.00 as per we owe completed *Internal* Tech Notes: swapped 18 in wheels & tires with 20 inch wheels & tires from parts dept				
<u>12/13/10</u>	<u>378541</u>	*	<u>37313</u>	<b>Phillips Chevrolet</b> C/s pop noise heard when in 4X4 and auto 4 when taking off from a stop / no codes stored difference in tire recently replaced to original tires causing irregular 4x4 engagement needs tires				

Recalls / Campaigns
 Date: R0 # Date

Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
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<u>4/4/07</u>	<u>30930</u>	<u>N/A</u>	<u>4</u>	Before Cust Ownership
				Steve Foley Cadillac
				07007 Recall Remote keyless entry / recall completed

#### 06162 – Product Enhancement / recall completed

□ <u>Other</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/08	314305	*	5212	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
9/5/08	323810	*	10389	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
1/27/09	332331	*	14733	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
1/29/10	355328	*	26465	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
7/8/10	366345	*	32143	<b>Phillips Chevrolet</b> LOF up to six quarts of oil tire rotation and multi point inspection.
9/28/10	372608	*	34927	Phillips Chevrolet Multi point inspection

Important: SES light is to be captured under affected component above.

## ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N) <u>No</u>	
Did you confirm your answer with the dealer/Customer (if Ye ADR)/attorney (if Legal)? (Y or N)	S
What type of damage was sustained (example: front end collision)? N/A	
Are the RO's attached if the vehicle was in an accident? (Y or N) Has the customer filed any insurances claims on this Vehicle? (Y or N)	N/A N/A
If Yes obtain the following information below	
Insurance Company:	N/A
Insurance Rep : (First and Last Name)	N/A
Phone #	N/A
Claim Made? (Y or N):	N/A
Claim Status: Pending/Denied/NA	N/A
Claim #	N/A
Did Insurance Company refer customer to GM? (Y or N)	N/A
If Yes. Did the insurance company deny the claim? (Y or N)	N/A
<b>AFTERMARKET MODIFICATIONS:</b> Are there any Aftermarket Modifications to the Vehicle? (Y or N)	No
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer. $N\!/\!A$	
Have you confirmed modification with the dealership? (Y or N)	Yes
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: 71-745393312 - CAC- opened 7/30/09 closed:11/12/09, gas cap lig light. closed UTC, no goodwill. Date & Offer/Result: opened 7/30/09 closed:11/12/09 no goodwill offered.	
Concern: 71-890325619-survey-opened 11/6/10 closed 11/16/10 transmission \$100 maintenance letter. Date & Offer/Result: opened 11/6/10 closed 11/16/10, \$100 maintenance	•
<b>Concern:</b> 71-892721354-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, cl customer contacted the lawyer, no goodwill offered. <b>Date &amp; Offer/Result:</b> 11/23/10 closed 11/30/10, closed due to customer ret	

### **BBB PROGRAM SUMMARY ASSESSMENT:**

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State: {Eligibility Detail}

## **Customer/Plaintiff Seeks:**

repurchase

	from Demand a sits, days out of	and CAC notes (if applicable), include f service, or specific alleged violation y and trim.	
Note: This section only applicab	-	ISES	
Is Lemon Law Pled/Allege	d?:	Yes	
Under what State? IL		Claimed Presumptive? No	
Does Purchase Qualify? Yes		If not, why? N/A	
		sumption Is:	
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 business days
# of visits for a Safety Complaint?	n/a	# of Visits Total?	n/a
Must Complaint Continue to Exist? Time Period for filing a Claim?	Yes 18 months filli 12,000 miles	Final Repair/Arbitration Required? ing, 12 months	Yes
Vehicle Service	History (Du	Iring Presumptive Period) i	S:
# of Visits for a Non-Conformity?	2 – Body	# of Days out of Service?	2
# of visits for a Safety Complaint? Complaint appears to Continue?	0 yes	# of Visits Total? Final Repair/Arbitration Complete?	0 no
Does History appear Presu	mptive:	Νο	
Vehicle Service Hi	story (Duri	ng Limited Warranty Period	) is:
# of Visits for a Non-Conformity?	7– Engine	,	30
# of visits for a Safety Complaint? Must Complaint Continue to Exist?	0 Yes	# of Visits Total? Final Repair or Arbitration Req'd?	15 Yes
Related Repairs beyond N	/LW:	Yes	
Customer Pay?	No	If no, identify responsible party:	N/A
Additional Days out of Service?	1	Additional # of Repair Visits?	1
Other Considerations:		Νο	
Outcome/Findings of Arb/Final Repa Prior Goodwill/reimbursement:	air: Yes	N/A \$100 maintenance letter 11/16/10	
Out of Pocket Expenses:	No	N/A	

### **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

#### Pertinent vehicle information provided by DVM/DSM/CAM:

**PREV NISM -** FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

#### Lawsuit -

brent.palmer@gm.com 02/09/2011 08:25 AM To ileana_white@gmexpert.com cc

> Subject Re: Lawsuit - Crittendon

C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.

What is the customer seeking? The vehicle concern I believe is excessive engine oil consumption. GM has a bulletin procedure that was released that advises dealerships how to correct the concern. I am interested in the outcome and would like to be contacted about the settlement offers.

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: <u>brent.palmer@gm.com</u>

#### Pertinent vehicle information provided by dealer Service Manager: PREV NISM - none

#### Identify at least three main strengths of the customer's case? PREV NISM - significant repairs for oil consumption-

#### Lawsuit – Cust has kept up with maintenance in vehicle.

**Identify at least three main weaknesses of the customer's case? PREV NISM -** all repairs occurred after the presumption period--customer is out of filing time--no days out of service.

### Are there any considerations to be made under other applicable laws? (Explain in detail)

**PREV NISM** - Customer was told in SR # 71-745393312 that engine repair would not for sure fix the oil consumption issue, she decided to go through with repair anyway.

## Lawsuit – Magnuson & Moss – numerous concerns for low engine oil. Recommendation:

**PREV NISM -** Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$3500-\$5500 cash settlement and complete necessary repair at no cost. Send NFA if offers not accepted.

#### Lawsuit – Removal

**Rationale:** 

**PREV NISM -** \$3500-\$5500 cash settlement due to number of repairs for oil consumption. Send NFA if offers not accepted.

## Lawsuit – Crs recommends removing to LC 7x's (6x while in B2B and 1x outside B2B) for oil consumption. Reviewed case with LS and decided to remove.

#### Settlement/Defense Strategy:

**PREV NISM -** Sent my final offer of \$5000, was not accepted, sent NFA will close not settled.

#### Lawsuit – To avoid additional court cost and customer satisfaction.

#### PREV NISM

#### HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for Legal Cases Only

Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Plaintiff's Original Dema</b> Amount to Plaintiff/Atty: Inclusive Offer:	nd: repurchas4 \$N/A/\$ N/A \$ N/A	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	countered
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A\$N/A \$3500	Settlement Type: cash Date: 12/08/10	countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N/A \$14,500	Settlement Type: cash Date: 12/10/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N//A \$4000	Settlement Type: cash Date: 12/10/10	countered
<b>PLAINTIFF Counter Offer</b> Amount to Plaintiff/Atty: Inclusive Offer:	r: \$N/A/\$N/A \$13,500	Settlement Type: Cash Date: 12/14/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$ N/A /\$ N/A \$4500		
Plaintiff Counter offer: Inclusive:	\$12,500	Settlement Type: cash	Countered
CRS Final Offer: Inclusive:	\$5000	Date: 12/15/10	Countered
Plaintiff Counter offer: Inclusive	\$12,000		
CRS Final offer	\$5000, Sent NFA		

## **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Add additional lines for addit	ional offers/counter offers.		
Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:		Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
<b>PLAINTIFF Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
<b>CRS Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance.

## HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
<b>Recommendation of</b>	Field:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees Amount}	(if applicable)	:
Final Decision:		Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase R	lepair}		torney Fees Amount}	(if applicable)	:

**TEAM LEAD APPROVING:** 

{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.
Brakes	All mechanical, electrical, or fluid related components of the Brake system.
Chassis	All frame, bumper and hitch components.
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.
Glass	All glass and window components.
HVAC	All components related to heating, air conditioning and temperature.
Paint	All paint specific issues (Not metal related).
Restraints	All SIR, airbags and seatbelt issues.
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.



#### VIA FAX ONLY

February 21, 2011

Rob Johnson North Central-50 Rob.johnson@gm.com

Re: v. General Motors Company Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Ileana

Dear Mr. Johnson:

The above Chevrolet customer has filed a lawsuit and the lawsuit is being removed from the Early Resolution Program and is being sent to General Motors' local counsel for handling. Our records indicate that Brent Palmer was contacted while the case was in the Early Resolution Program. The customer has been to the following dealers for servicing thus far:

Phillips Chevrolet 9700 W. Lincoln Hwy. Frankfort, IL 60423-1553 815-469-2323

GM's attorney now handling this case: Connie Postelli (219) 794-1888 Kopka Pinkus Dolin & Eads, LLC

GM Legal Assistant involved: Brion Stevens (512) 386-0773

Customer's attorney now handling the case: Eric Kaczander, Krohn & and (312) 578-9428

Please have the designated Field Representative(s) notify the dealership(s) listed above and any other dealers in the vicinity of the customer's address that this customer has filed a lawsuit against General Motors. Please have them tell the dealer(s) to make sure that any necessary, future repair work is thoroughly documented. The Field Representative(s) / dealership(s) should direct any documentation, repair orders and any other information particular about this customer and his/her vehicle to General Motors' attorney.

Attached is a copy of the case assessment for your review. If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00

p.m., Eastern Time. Please refer to the service request number above and a Customer Relationship Specialist will be happy to assist you.

Thank you for your assistance.

Sincerely,

Chevrolet

cc: FILE



#### VIA FAX ONLY

February 21, 2011

Connie Postelli, Esq. Kopka Pinkus Dolin & Eads 9801 Connecticut Dr Crown Point, IN 46307

RE: v. General Motors Service Request: 71-895661910 GM Legal Staff Case: 724195 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Ileana

Dear Ms. Postelli:

Enclosed is a copy of our file regarding the above referenced case. It is being removed from the Early Resolution Program and turned over to you for further handling. Please see the "Reason for Removal" section of the "Case Assessment" form.

In case you need to contact the designated Field Representative, his name is Brent Palmer at PH: 630-659-9932.

If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above and a Customer Relationship Specialist will be happy to assist you.

Sincerely,

General Motors



Ileana White/Austin/GM1 02/21/2011 12:44 PM To rob.johnson@gm.com

cc brion.stevens@gm.com, cortney.deangelo@gm.com

bcc

Subject Lawsuit - Crittendon

RE: Customer Last Name: Service Request: 71-895661910 2007 Chevrolet Suburban Vehicle Identification Number: 1GNFK16377J Customer Relationship Specialist: Ileana White Telephone: 866-790-5700 ext. 21307

Dear Mr. Johnson:

The above Chevrolet customer has filed a lawsuit and the lawsuit is being removed from the Early Resolution Program and is being sent to General Motors' local counsel for handling.

If you have further questions, please contact the Customer Relationship Specialist at the telephone number and extension above or contact The Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time. Please refer to the service request number above.

Sincerely,

General Motors			
Real .	des ]		
1. Case Assessment.doc	CAM Notification Rob Johnson.doc	Initial Offer - NISM.DOC	Secong Offer - NISM.DOC
<u>s</u> ×1			
Final Offer - NISM.DOC			

#### APPROVED - 3/14/11

Patricia Spacele Patricia Spacek Legal Coordinator

03/14/2011 10:21 FAX 2196505941

KPDE CP OUT ONLY

Kopka, Pinkus, Dolin & Eads

9801 Connecticut Dríve Crown Point, Indíana 46307 (219)794:-1888 AASchatz@kcpkalaw.com

Via Facsimile: (248) 237-6349

Brion Stevens GENERAL MOTORS LLC Global Headquarters at the Renaissance Center 300 Renaissance Center, 24th Floor Mail Code: 482-C24-C66 Detroit, Michigan 48265-3000

Re: V. General Motors LLC Circuit Court of Will County Case No. : 11 AR 71 Vehicle : 2007 Chevrolet Suburban VIN : 1GNFK16377J GM Legal File No. : 724195 Our File Number : 72575

#### **NOTICE OF CASH SETTLEMENT / CHECK REQUEST**

Dear Brion:

Please be advised that the above-referenced matter has settled for a total of \$10,500.00, including attorneys' fees and costs. The customer's concerns with the subject vehicle are Engine - General (Oil Consumption) [J01] and Non Component Dealer (Comeback/Repeat Repair) [S95]. At your earliest convenience, please forward General Motors LLC's settlement draft as follows:

1. A check in the amount of \$10,500.00 psyable to "Billy Crittendon and Krohn & Moss, LTD." A completed IRS form W-9 is attached as required for proper tax reporting.

Plaintiff	
Frankfort, Illinois	

Plaintiff's Attorney: Gregory H. Moss, Esq. Krohn & Moss, Ltd. 120 W. Madison, 10th Floor Chicago, IL 60602 (312) 578-9428 telephone (866) 289-0898 facsimile

Mileage: 37,313 (as of 12/13/10)

2001

March 14, 2011

Brion Stevens March 14, 2011 Page 2

Enclosed please find the appropriate W9 form. The Release of Claims has been sent to the Plaintiffs for signature concurrent with this check request and will be forwarded upon receipt. Should you have any questions, please do not hesitate to contact me.

Very truly yours, Schatz

Enc: IRS Form W-9

### **PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL**

#### **BRC CASE ASSESSMENT**

#### Latest Revision Date: 7/21/2011

#### **All Fields Are Required**

(Do not delete or modify any sections of this form)

SR: 71-895661910 By: Ileana White		GM Legal   Negotiator	File / BBB Case No.: :: Same	724195
Customer Last Name: Only customer's last name to be recorded. <u>I</u>	Do not include first na	ame.	State: IL	
Vehicle ID No.: 1GNFK16377J	In Service Date: 9/29/2007		Vehicle Purchased: New	BAC Code: 113225
Year, Make & Model: 2007 Chevrolet Current Mileage: 38,928 Sale Type: Purchase X Lease	Suburban Other :		Vehicle Purchased Us Dealer Name : Phillip CAM Name: Rob John Phone Number: 630-	os Chevrolet nson
Lien holder: GMAC 🛛 Other	:		DVM Name: Brent Pa Phone/Cell Number:	-
Purchase Price of Vehicle: \$ 46,874.0	00			
Was TAC contacted for this vehicle (	(/N)?:Yes		DVM requests involve	ement?: Yes
Attorney Involvement: Krohn & Moss Phone Number : 312-578-9128 Fax Number : 866-309-9458	s (Eric Kaczander)		Service Manager Nar Featherston Phone Number : 815	
Are there <b>additional</b> field personnel	involved? If Yes, I	List the na	me, including role (D	VM, DSM, etc.)

and phone number. Repeat as necessary. N/A

Are there **<u>additional</u>** dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary. Steve Foley Cadillac / Svc Mgr Jim Benedetto / 847-849-2267

#### If TAC was contacted, what did they say? (Include TAC case #)

SP-10954611-TAC-7/22/09-Customer concern - Low oil light is on, oil consumption. TAC Recommendations -

Advised to perform oil consumption test. Check compression wet and dry or check crankcase pressure with water manometer. Customers concern as reported by the caller. Excessive oil consumption

Results of the Previous Suggestions Made by TAC :

He claims he did confirm oil consumption of 1 < quart in 2,000 miles. He didn't perform a compression test, but a water manometer did indicate 3 = " of water vacuum in the crankcase, and the Tech link article said no more than 2". He wanted to know if he could raise the PCV valve and reevaluate (he has a lot of oil in the intake. I advised him I couldn't recommend it.

New Recommendations -

Per PIP4574E, no repairs should be made.

Excess oil consumption

Results of the Previous Suggestions Made by TAC :

Tech is replacing the engine. After installation tech has read the note indicating 2009 and earlier vehicles should have the timing cover swapped with the original. Caller has already assembled most of the engine, seeks information regarding the need and reason for this part swap.

New Recommendations -No information was found on this concern, a VME was left for MC James Bloss requesting additional information.

Current concern? Timing cover

Results of the previous suggestions made by TAC (include additional details of the concern) Tech has installed the engine with the timing cover supplied with the new engine, engine is running normally with no codes.

New Recommendations- Advised caller this timing cover has been used in a similar application with no problems, it has not been able to be determined why it is recommended to replace the cover. Per MC James Bloss, there are possible concerns with service tools for cover and front seal alignment not fitting on some timing covers, this would not be an issue unless the cover or seal is removed.

If TAC was NOT contacted, why? (Ask Dealership) DVM/DSM MUST be notified if TAC has not been involved, regardless of dealership explanation.

N/A

# **DVM/DSM Notified Regarding TAC Involvement?** Yes **VEHICLE REPAIR HISTORY:**

Throughout the entire form, use an asterisk (*) if day(s) out of service are already counted in another category.

X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GMVIS for accuracy.

# X Verified: Once completed, please enter an "X" in this box to verify that the following listing has been compared to GWM for accuracy.

PLACE A CHECKMARK IN THE BOX FOR THE PRIMARY CONCERN(S) AND **BOLD** THE REPAIR ORDER INFORMATION. BASED ON REPAIR ORDERS AND CUSTOMER/PLAINTIFF DEMAND. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

Brakes

 Date:
 RO #:
 Days Out:
 Mileage:
 Description of Complaint and Repair Performed:

 N/A

Engine/Fuel/Exhaust
---------------------

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/13/09	335003	1	15794	<b>Phillips Chevrolet</b> C/s service engine soon light is on. gas cap light came on // inspect evap code vent valve sticking – replace failed evap vent valve clear codes and test drive Tech Notes: inspect and found P0455 stored and found vent

valve sticking – replaced vent valve and cleared codes recheck

<u>4/17/09</u>	<u>337068</u>	1	<u>16667</u>	<b>Phillips Chevrolet</b> C/s low oil light comes on driving / adjust oil level appt made to diagnose problem Tech Notes: ck 0.1 level found oil low 1 ³ / ₄ quarts toped off as needed ck under no leaks
5/4/09	337943	4	17097	Phillips Chevrolet C/s vehicle was 2 qt low on oil in less than 2k miles / found over aggressive lifters both sides and make necessary adjustments test drive *2 days rental* Tech Notes: Oil in intake ran vehicle with valve covers off has over aggressive lifters on both banks replace all lifters & change oil only Verified days out w/Svc Mgr Bill Featherston.
<u>7/15/09</u>	<u>342459</u>	<u>1</u>	<u>19195</u>	C/s that the low engine oil light is on check history / adjust oil level – <b>no</b> <b>fix available at this time</b> Tech Notes: No leaks add 1qt & ¼ up to top after 15 min sitting
7/21/09	342802	4	20006	C/s that the low oil light comes add oil / oil change light is on inspect TAN contacted no repairs available at this time customer advised to monitor oil level #10954611 Mike Armstrong Tech Notes: .75 qt low 5% left on oil monitor cyl leakage test wet & dry compression test rinl gaps lined up cylinder wall taper 1.5 to 2.0 qts in 2000 miles Verified days out w/Svc Mgr Bill Featherston.
<u>8/24/09</u>	<u>344834</u>	<u>*</u>	<u>21752</u>	Phillips Chevrolet C/s check oil level / adjust oil level approx ¾ quart low
9/28/09	347250	5	23042	Phillips Chevrolet C/s vehicle uses excessive oil adh contacted and approved engine replacement / removed engine and transfer necessary components - install GM replacement and add necessary fluids make all adjustment s and test drive Tech Notes: per Melissa PQC prev RO # 337943 #10954611 Verified days out w/Svc Mgr Bill Featherston.
11/23/10	376967	1	36506	Phillips Chevrolet C/s low oil light came on / 1 qt low – adjust oil level Tech Notes: checked oil level 1 qt low
<u>12/13/10</u>	<u>378541</u>	<u>3</u>	<u>37313</u>	<b>Phillips Chevrolet</b> C/s oil light came on was 1 qt low / <b>bulletins 100601008A</b> – install active fuel management deflector valve de-carbon cylinders piston rings change oil and filter make necessary adjustment test drive Tech Notes: inop for oil leaks no leaks found. Found bulletin #10-06-01-008A installed (AFM) oil deflector & de-carbonized cylinders
□ <u>Restra</u>	<u>ints</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	na			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A	<u>KU # .</u>	<u>Days Out</u> :	<u>wiiicaye.</u>	

Transı	<u>mission</u>			
<u>Date:</u> N/A	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
□ <u>Axle</u>	"			
<u>Date:</u> 9/28/10	<u>R0 #:</u> 372608	<u>Days Out</u> : 4	<u>Mileage:</u> 34927	Description of Complaint and Repair Performed:
9/20/10	372008	7	54527	Phillips Chevrolet C/s popping type noise heard taking off from a stop / inspect -lube driveshaft splines/customer advised new tire may cause condition if driving in auto 4x4 mode *2 days rental* Verified days out w/Svc Mgr Bill Featherston.
Body/	<u>Trim</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>10/1/07</u>	<u>302495</u>	<u>*</u>	<u>171</u>	Phillips Chevrolet C/s R/F door squeaks at times / didn't hear squeak — lube all door hinges
<u>10/15/07</u>	<u>303437</u>	<u>1</u>	<u>526</u>	Phillips Chevrolet C/s driver mirror scratched / replaced driver outside mirror plus paint
				C/s third brake light housing coming loose / removed third brake light removed seal re-glue and reinstalled seal – re-installed brake light
5/4/09	337943	*	17097	Phillips Chevrolet C/s pass side inside door handle peeling / peeling – replaced inside handle as needed
8/24/09	344834	1	21752	Phillips Chevrolet C/s moldings discolored left and right sides / buff and clean moldings as needed
9/28/09	347250	*	23042	Phillips Chevrolet C/s check DR door pops opening / DR door pops — lube hinges as needed
				Extra key
<u>1/22/10</u>	<u>354877</u>	<u>1</u>	<u>26209</u>	Phillips Chevrolet C/s replace front wiper blades with OEM – replaced front wiper blades
1/29/10	355328	1	26465	Phillips Chevrolet C/s driver door pips opening / lube – will need hinge if roller does not free up
9/28/10	372608	*	34927	<b>Phillips Chevrolet</b> C/s all body side moldings discolored history concern / finish faded – refinish all four body side moldings as needed Tech Notes: Sublet to Probst to refinish all 4 moldings
				C/s second row driver side arm rest loose / loose at frame – adjust and secure
				C/s DR door pops opening / roller frozen – replace door hinge driver side as needed Tech Notes: Sublet to Probst to replace hinge
				C/s front emblem peeling up / peeling – replace emblem as needed

🗌 <u>Chassi</u>	<u>S</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A				
□ <u>Electri</u>	<u>cal</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
<u>1/8/07</u>	<u>29948</u>	<u>N/A</u>	<u>3</u>	Before Cust Ownership Steve Foley Cadillac C/s service stability light on / check for codes, code B1517 battery voltage below threshold cleared codes road test voltage ok found battery dead – recharge battery, tested ok
10/1/07	302495	1	171	Phillips Chevrolet C/s extra key 1 FOB inop – program fob/cut key *waiter
<u>1/27/09</u>	<u>332331</u>	<u>1</u>	<u>14733</u>	<b>Phillips Chevrolet</b> C/s low tire light on / set pressure and reset light Tech Notes: set tire to spec of 30 PSI to repair concern
□ <u>Glass</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A □ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A				
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
N/A	nsion			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
N/A				
□ <u>Wheel</u>				
Date:	<u>RO #:</u>	<u>Days Out</u> :	Mileage:	Description of Complaint and Repair Performed:
<u>4/9/08</u>	<u>314658</u>	<u>1</u>	<u>5398</u>	<b>Phillips Chevrolet</b> C/s install "20 alum polished wheels & tires as per we owe. / cust to pay \$1656.00 as per we owe completed *Internal* Tech Notes: swapped 18 in wheels & tires with 20 inch wheels & tires from parts dept
<u>12/13/10</u>	<u>378541</u>	*	<u>37313</u>	<b>Phillips Chevrolet</b> C/s pop noise heard when in 4X4 and auto 4 when taking off from a stop / no codes stored difference in tire recently replaced to original tires causing irregular 4x4 engagement needs tires
		-		

Recalls / Campaigns
 Date: R0 # Date

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
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<u>4/4/07</u>	<u>30930</u>	<u>N/A</u>	<u>4</u>	Before Cust Ownership
				Steve Foley Cadillac
				07007 Recall Remote keyless entry / recall completed

#### 06162 – Product Enhancement / recall completed

□ <u>Other</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/08	314305	*	5212	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
9/5/08	323810	*	10389	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
1/27/09	332331	*	14733	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
1/29/10	355328	*	26465	Phillips Chevrolet LOF, ck belts & hoses, set tire pressure & checked set all fluid levels
7/8/10	366345	*	32143	<b>Phillips Chevrolet</b> LOF up to six quarts of oil tire rotation and multi point inspection.
9/28/10	372608	*	34927	Phillips Chevrolet Multi point inspection

Important: SES light is to be captured under affected component above.

## ACCIDENT / INSURANCE INFORMATION:

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N) <u>No</u>	
Did you confirm your answer with the dealer/Customer (if Ye ADR)/attorney (if Legal)? (Y or N)	S
What type of damage was sustained (example: front end collision)? N/A	
Are the RO's attached if the vehicle was in an accident? (Y or N) Has the customer filed any insurances claims on this Vehicle? (Y or N)	N/A N/A
If Yes obtain the following information below	
Insurance Company:	N/A
Insurance Rep : (First and Last Name)	N/A
Phone #	N/A
Claim Made? (Y or N):	N/A
Claim Status: Pending/Denied/NA	N/A
Claim #	N/A
Did Insurance Company refer customer to GM? (Y or N)	N/A
If Yes. Did the insurance company deny the claim? (Y or N)	N/A
<b>AFTERMARKET MODIFICATIONS:</b> Are there any Aftermarket Modifications to the Vehicle? (Y or N)	No
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer. $N\!/\!A$	
Have you confirmed modification with the dealership? (Y or N)	Yes
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: 71-745393312 - CAC- opened 7/30/09 closed:11/12/09, gas cap lig light. closed UTC, no goodwill. Date & Offer/Result: opened 7/30/09 closed:11/12/09 no goodwill offered.	
Concern: 71-890325619-survey-opened 11/6/10 closed 11/16/10 transmission \$100 maintenance letter. Date & Offer/Result: opened 11/6/10 closed 11/16/10, \$100 maintenance	•
<b>Concern:</b> 71-892721354-CAC- 11/23/10 closed 11/30/10-vehicle burns oil, cl customer contacted the lawyer, no goodwill offered. <b>Date &amp; Offer/Result:</b> 11/23/10 closed 11/30/10, closed due to customer ret	

### **BBB PROGRAM SUMMARY ASSESSMENT:**

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

What is the customer eligible for based on the BBB Program Eligibility Guidelines and the specific states lemon law requirements for meeting presumption? (Explain in Detail)

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

Unique GM Program Summary Requirements for Repairs/Reimbursement for Past Repairs in Applicable State: {Eligibility Detail}

## **Customer/Plaintiff Seeks:**

repurchase

	from Demand a sits, days out of	and CAC notes (if applicable), include f service, or specific alleged violation y and trim.	
Note: This section only applicab	-	ISES	
Is Lemon Law Pled/Allege	d?:	Yes	
Under what State? IL		Claimed Presumptive? No	
Does Purchase Qualify? Yes		If not, why? N/A	
		sumption Is:	
# of Visits for a Non-Conformity?	4	# of Days out of Service?	30 business days
# of visits for a Safety Complaint?	n/a	# of Visits Total?	n/a
Must Complaint Continue to Exist? Time Period for filing a Claim?	Yes 18 months filli 12,000 miles	Final Repair/Arbitration Required? ing, 12 months	Yes
Vehicle Service	History (Du	Iring Presumptive Period) i	S:
# of Visits for a Non-Conformity?	2 – Body	# of Days out of Service?	2
# of visits for a Safety Complaint? Complaint appears to Continue?	0 yes	# of Visits Total? Final Repair/Arbitration Complete?	0 no
Does History appear Presu	mptive:	Νο	
Vehicle Service Hi	story (Duri	ng Limited Warranty Period	) is:
# of Visits for a Non-Conformity?	7– Engine	,	30
# of visits for a Safety Complaint? Must Complaint Continue to Exist?	0 Yes	# of Visits Total? Final Repair or Arbitration Req'd?	15 Yes
Related Repairs beyond N	/LW:	Yes	
Customer Pay?	No	If no, identify responsible party:	N/A
Additional Days out of Service?	1	Additional # of Repair Visits?	1
Other Considerations:		Νο	
Outcome/Findings of Arb/Final Repa Prior Goodwill/reimbursement:	air: Yes	N/A \$100 maintenance letter 11/16/10	
Out of Pocket Expenses:	No	N/A	

### **RECOMMENDATION AND RATIONALE:**

Reminder: This section must reflect the data and evaluations above. Take into consideration Field and Service Manager information and recommendations.

#### Pertinent vehicle information provided by DVM/DSM/CAM:

**PREV NISM -** FFOM sts that tech service bulletin has come out on oil consumption issue and that dealer is willing to provide the necessary repair.

#### Lawsuit -

brent.palmer@gm.com 02/09/2011 08:25 AM To ileana_white@gmexpert.com cc

> Subject Re: Lawsuit - Crittendon

C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.

What is the customer seeking? The vehicle concern I believe is excessive engine oil consumption. GM has a bulletin procedure that was released that advises dealerships how to correct the concern. I am interested in the outcome and would like to be contacted about the settlement offers.

Brent Palmer District Manager Aftersales General Motors mobile: 630-659-9932 e-mail: <u>brent.palmer@gm.com</u>

#### Pertinent vehicle information provided by dealer Service Manager: PREV NISM - none

Identify at least three main strengths of the customer's case? PREV NISM - significant repairs for oil consumption-

#### Lawsuit – Cust has kept up with maintenance in vehicle.

**Identify at least three main weaknesses of the customer's case? PREV NISM -** all repairs occurred after the presumption period--customer is out of filing time--no days out of service.

Are there any considerations to be made under other applicable laws? (Explain in detail) **PREV NISM -** Customer was told in SR # 71-745393312 that engine repair would not for sure fix

the oil consumption issue, she decided to go through with repair anyway.

## Lawsuit – Magnuson & Moss – numerous concerns for low engine oil. Recommendation:

**PREV NISM -** Customer does not appear to be in presumption but has had significant repairs for oil consumption, I recommend a \$3500-\$5500 cash settlement and complete necessary repair at no cost. Send NFA if offers not accepted.

#### Lawsuit – Removal

**Rationale:** 

**PREV NISM -** \$3500-\$5500 cash settlement due to number of repairs for oil consumption. Send NFA if offers not accepted.

Lawsuit – Crs recommends removing to LC 7x's (6x while in B2B and 1x outside B2B) for oil consumption. Reviewed case with LS and decided to remove.

#### Settlement/Defense Strategy:

**PREV NISM -** Sent my final offer of \$5000, was not accepted, sent NFA will close not settled.

#### Lawsuit – To avoid additional court cost and customer satisfaction.

### REASON FOR REMOVAL SETTLED FOR \$10,500.00 INCLUSIVE DUE TO: J01 Engine – General - Oil Consumption S95 Non Component Dealer - Comeback/Repeat Repair

#### <u>PREV NISM</u>

### **HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for Legal Cases Only**

Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Plaintiff's Original Dema</b> Amount to Plaintiff/Atty: Inclusive Offer:	nd: repurchas4 \$N/A/\$ N/A \$ N/A	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	countered
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A\$N/A \$3500	Settlement Type: cash Date: 12/08/10	countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N/A \$14,500	Settlement Type: cash Date: 12/10/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$N/A \$N//A \$4000	Settlement Type: cash Date: 12/10/10	countered
PLAINTIFF Counter Offer Amount to Plaintiff/Atty: Inclusive Offer:	r: \$N/A/\$N/A \$13,500	Settlement Type: Cash Date: 12/14/10	countered
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\$ N/A /\$ N/A \$4500		
Plaintiff Counter offer: Inclusive:	\$12,500	Settlement Type: cash Date: 12/15/10	Countered
CRS Final Offer: Inclusive:	\$5000		

Plaintiff Counter offer: Inclusive	\$12,000	
CRS Final offer	\$5000, Sent NFA	

## **HISTORY OF SETTLEMENT DISCUSSIONS** – **Applicable for Legal Cases Only** Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Add additional lines for additional offers/counter offers.					
Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:		Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}		
<b>CRS Initial Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}		
<b>Plaintiff Counter::</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}		
<b>CRS Counter:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}		
<b>PLAINTIFF Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}		
<b>CRS Final Offer:</b> Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}		

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance.

## HISTORY OF SETTLEMENT DISCUSSIONS – Applicable for ADR Cases Only Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case

progression.

*Trade Repurchase offers should specify Trade Retail, Trade Collateral, or Trade New Finance. *Add additional lines for additional offers/counter offers.

<b>Recommendation of</b>	CRS:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees [Amount}	(if applicabl	le):
<b>Recommendation of</b>	Field:	Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase/F	Repair}		torney Fees [Amount}	(if applicabl	le):
Final Decision:		Arbitrate case:	Se	ettle case:		
Settlement Type:	{GW/Repurchase R	lepair}		torney Fees [Amount}	(if applicabl	le):

**TEAM LEAD APPROVING:** 

{Name}

**Date:**{mm/dd/yy}

COMPONENT	DESCRIPTION			
Axle	Includes all components related to the axle, differential, driveline, & rear end.			
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues). All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.			
Brakes	All mechanical, electrical, or fluid related components of the Brake system.			
Chassis	All frame, bumper and hitch components.			
*Electrical	Specific electrical components of a vehicle. All indicators that provide the driver with operating characteristics of a vehicle. All Electrical lights that illuminate. All radio, CD/DVD, navigation, video, speakers, reception/antenna related components. All battery, spark plug/wire, glow plug, starting or charging system components.			
Engine/Fuel & Exhaust	Internal and external mechanical components. Cooling system components including radiator, gaskets, thermostat, and water pump. All computers and sensors that affect or monitor engine operation. All air and fuel related components including tank, injectors, and lines. All exhaust related components, pipes, mufflers and cat converters.			
Glass	All glass and window components.			
HVAC	All components related to heating, air conditioning and temperature.			
Paint	All paint specific issues (Not metal related).			
Restraints	All SIR, airbags and seatbelt issues.			
Steering	All steering related components including steering wheel & key, column, rack and pinion, pump assembly and Quadrasteer.			
Suspension	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.			
Transmission	All automatic & manual transmission, transfer case and 4 wheel drive component issues.			
Wheels/Tires	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.			

Form W-9 (Rev. December 1996) Sepanment of the Treasury thinnol Personus Service	ldentifica	Give form to the requester, Do NOT send to the IRS,			
Business name, a ciffe		Specific Instructions on page 2.)	·		
Check appropriate bo:	e 🗍 individual/Sole proprieto	Corporation Pertnership	Other >	· · · · · · · · · · · · · · · · · · ·	
Address (number, stre	et, and opt. or suite no.) Mad <i>ison St. 10</i> de IL 60602	a Floor	Requesters	s name and address (optional)	
Part- Taxpayer Identification Number (TIN)			List account number(s) here (optional)		
		Social security number			
For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2. Note: if the account is in more than one name.		OR Employer kientifestion number	Part II	For Payees Exempt From Backup Withholding (See the instructions on page 2.)	
	for guidelines on whose		•		
Part III Certifica	tion				
1. The number shown o	n this form is my correct taxpa	aver identification number (or I am waitin	na for a numi	ber to be issued to me), and	
		) I am exempt from backup withholding	-		

AUSTIN BRC

Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual reliment arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. [See the instructions center 2.]

Sign Here Signature 🗡

09/17/2010 13:26

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Purpose of Form. At required to file an information the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to

be issued), 2, Certify you are not subject to backup. withholding, or

3. Claim exemption from backup withholding if you are an exempt payce. Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

parments under an pay to the ind of the south parments under an analytic and the south of the southof of the south of the southof of th

roker and , rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding, Payments you receive will be subject to backup withholding if:

1. You do not furnish your TiN to the requester, or 2. The iRS tells the requester that you

furnished as incorrect TIN, or 3. The IRS tells you that you are subject

to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or 4. You do not certify to the requester

that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

Cal. No. 10231X

5. You do not cartify your TIN when required. See the Part III instructions on page 2 for details.

Certain pavees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

#### Penalties

Date 🕨

Failure To Furnish TINL-II you fail to furnish your correct TIN to a requester, you tornish your correct into to a nequestion, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect. Civil Penalty for False information With Respect to Withholding.—If your make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Griminal Penalty for Falsifying Information.— Willfully faisifying certifications or affirmations may subject you to criminal penalities including fines and/or imprisonment.

Misuse of TINs .--- If the requester Fischrapher, Wigh Lides in Viristien Subject to civil and criminal penalties.

Form W-9 (Rev. 12-96)

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## INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 22, 2011



Service Request: 71-898513417

Dear

Thank you for contacting us recently regarding the dissatisfaction you have experienced with your vehicle. At Chevrolet, our commitment to customer satisfaction is a top priority and we sincerely apologize for any concerns you may have experienced.

Although the need for repairs is unfortunate, motor vehicles are complex machinery and sometimes do require repairs. That is why every vehicle sold is backed by the GM New Car Limited Warranty. During this period, Chevrolet will provide for repairs to the vehicle to correct any vehicle concerns related to materials or workmanship. Mechanical concerns arising from tampering, abuse, physical damage, improper maintenance or normal wear and tear are not covered by the warranty.

Chevrolet works to ensure each customer concern is handled in a way that reflects our values and we have carefully reviewed the facts surrounding your case. After careful consideration, Chevrolet, in conjunction with Chevrolet Of Homewood, Inc., has determined that we are unable to offer you financial assistance at this time.

We hope you understand our position as it relates to the manufacturer's obligation. We appreciate the opportunity to review this matter. If you have future questions, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center