

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

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: SEP 30, 2007 VALID: 08/03/06

PLATE:

TITLE:

VIN:

YR/MAKE: 2005 CHEVROLET

TYPE:

WID:

06215 3903 191635-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ALLEGHENY

PIITTSBURGH PA

Change your address online at: www.state.pa.us Pa Keyword "DMV"

I hereby acknowledge this day that I have received
notice of the provisions of Section 3709 of the Vehicle
Code.



BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Phone 800.955.5100 Fax: 703.247.9700

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

Council of Better Business Bureaus, Inc.

September 7, 2006

Re:m03 CHV0656612 [REDACTED] vs Chevrolet Motor Division 1G1ZU54805F [REDACTED]

NATALIE MACDONALD
CHEVROLET
P O BOX 33170
DETROIT MI 48232-5170

Dear Madam/Sir:

Enclosed are:

- * the *Agreement to Arbitrate*;
- * Arbitrator Listing Sheet(s);
- * a map to the hearing site;
- * Hearing Format Outline;
- * *Notice of Hearing/Inspection*; and,
- * a Technical Expert's Report, if it is applicable to your case.

The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position -- you will have that opportunity at the hearing. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

You must bring TWO copies of all information you plan to present at your hearing; one for the arbitrator and one for the opposing party. Also, if this case involves a repurchase request, please bring a copy of the sales agreement to confirm the purchase price.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Onitra Roberson at Extension 514

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Council of Better Business Bureaus, Inc.

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4200 Wilson Boulevard, Suite 800
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Phone 800.955.5100 Fax: 703.247.9700

ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: CHV0656612

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: David Gilliland

Arbitrator's Occupation:

Arbitrator's Biography:

Before becoming an attorney, Mr. Gilliland owned a sales/marketing firm. He understands the legal standards, the sales process, and the experience of being a consumer. In arbitration, the clear communication of each party's position, and the arbitrator's perception of those positions, is crucial. He is skilled at eliciting a participant's position and can provide a decision that is reasonable and understandable to all participants.



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Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

NOTICE OF HEARING/INSPECTION

Date: 09/07/06 Case Number: CHV0656612
Customer: [REDACTED]
Business: Chevrolet
Mfr-Info: 1716 PA 1G1ZU54805F [REDACTED]
Arbitrator(s): Mr. David M. Gilliland

Hearing Date, Time, Place: 09/28/06 10:00 ET

BBB of Western Pennsylvania, Inc.
300 Sixth Ave., Suite 100-UL
Pittsburgh, PA152220000

Manner in Which Parties Will Participate:

Customer is being represented by : yes Self no Attorney

Attorney Name:

Attorney Phone Number:

Attorney Fax Number:

Customer: ☒ in person ☐ by phone ☐ in writing
Manufacturer: ☐ in person ☒ by phone ☐ in writing

INSTRUCTIONS

1. Bring all witnesses, documents (2 copies) and other evidence to the hearing. No evidence can be submitted after the hearing except as permitted by BBB AUTO LINE Arbitration Rules.
2. Unless you are seeking reimbursement for past repairs, the vehicle must be present at the hearing. Current vehicle registration/insurance is required for all test drives. If the vehicle is inoperable, please contact your Case Specialist immediately.
3. Notify your Case Specialist at once if you cannot be present at the hearing or the inspection. The hearing may be conducted in your absence should you fail to attend. Failure to attend the inspection may prevent issuance of a decision in your case.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the arbitration process.

Hearing Site Phone Number: 4124562735

Hearing Site Fax Number: 4124562739

Opening Statement

Ensure that you include each of the following points in your opening statement to the parties, and adhere to them throughout the arbitration hearing.

- ☐ Confirm the tape recorder is on and explain to the parties the hearing is being recorded.
- ☐ Welcome the parties and thank them for using arbitration.
- ☐ Administer the *Oaths of Participant*.
- ☐ State you will not disclose details of the case to anyone except, possibly the BBB AUTO LINE staff for administrative purposes.
- ☐ Review the hearing format, which is included in the hearing packet.
- ☐ Explain that you will maintain control of the hearing and that you may curb irrelevant or repetitious testimony.
- ☐ Request the parties agree to demonstrate common courtesy and refrain from interrupting each other during the hearing.
- ☐ Explain you will keep the hearing focused on issues in the *Agreement to Arbitrate*.
- ☐ Explain the decision is conditionally binding, and confirm the parties understand what that means.
- ☐ Read aloud and confirm the *Agreement to Arbitrate*.
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Arbitration Hearing Format

Arbitrator's Opening Statement

Parties' Presentations

- A. Presentation of consumer's testimony, evidence and witness(es)
[20 minutes]
- B. Presentation of business' testimony, evidence and witness(es)
[20 minutes]

Questioning

- A. Questions, comments and rebuttals by consumer [5 minutes]
- B. Questions, comments and rebuttals by business [5 minutes]
- C. Questions by arbitrator

Inspection

- A. Arbitrator instructs parties about inspection/test drive procedures
- B. Inspection (and test drive, if necessary)
- C. Questions or comments about inspection (and test drive) by consumer
[5 minutes]
- D. Questions or comments about inspection (and test drive) by business
[5 minutes]
- E. Questions about inspection (and test drive) by arbitrator

Recess – Arbitrator will take a recess to assess whether more information or evidence may be needed. If a party is participating by telephone, BBB AUTO LINE staff will check to make sure that any faxes from that party have been shared with the other party.

Closing the Hearing

- A. Final questions, testimony or evidence by either party [10 minutes]
- B. Final questions by arbitrator
- C. Closing statement by consumer [5 minutes]
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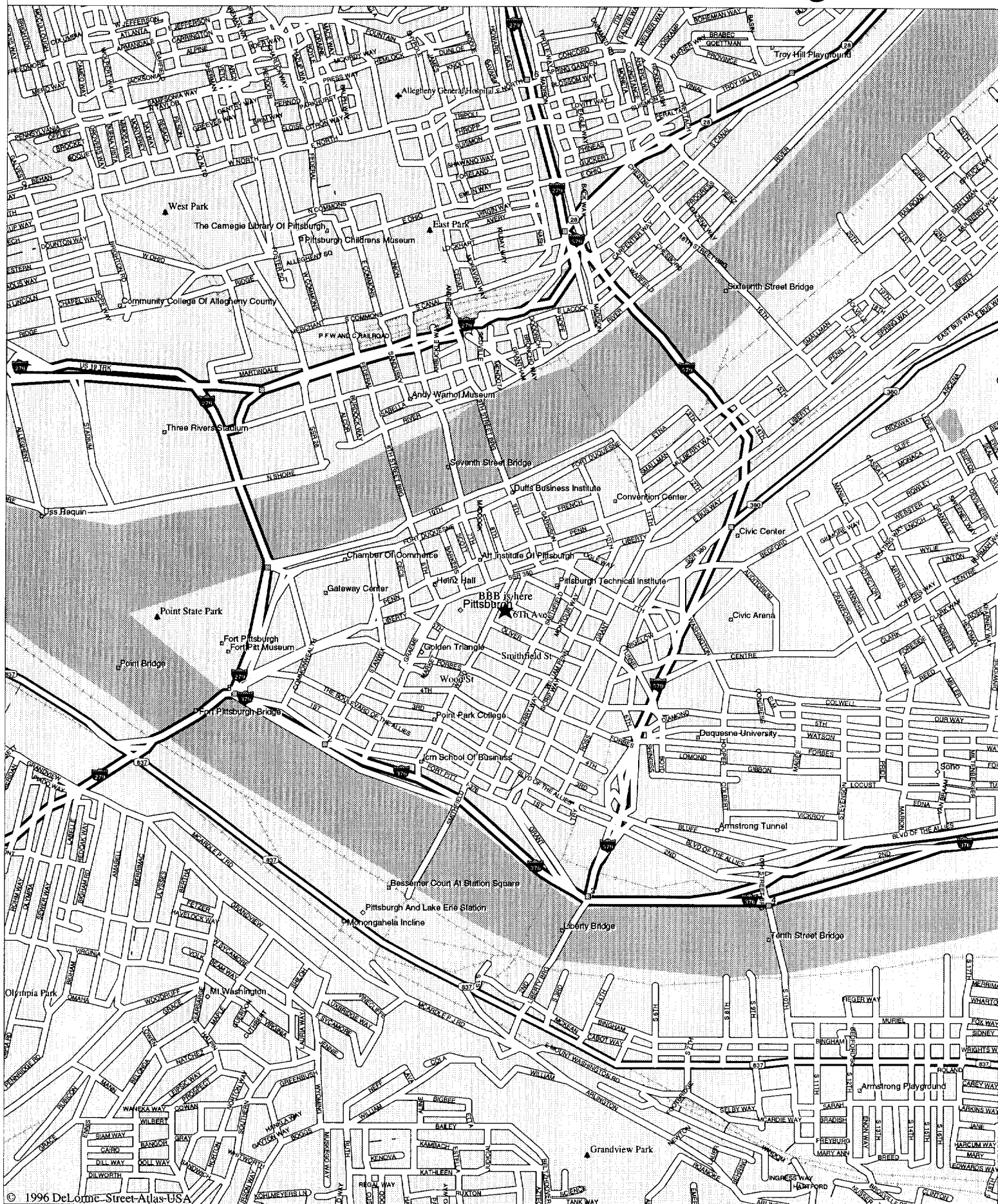
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300 Sixth Avenue, Suite 100-UL, Pittsburgh, PA





Council of Better Business Bureaus, Inc.

BBB AUTO LINE

4200 Wilson Boulevard, Suite 800

Arlington, VA 22203-1838

Phone 800.955.5100 Fax: 703.247.9700

AGREEMENT TO ARBITRATE

Date: 09/06/06

Case Number: CHV0656612

Customer: [REDACTED]

Business: Chevrolet

Mfr-Info: 1716 PA 1G1ZU54805F [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Malibu Max

Year : 2005

All parties named above submit to arbitration the following:

- * Vehicle has noise in suspension
- * Problems with steering

The parties have come to agreement on the following:N/A

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase/Replacement

Manufacturer :Denaial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:

Purchase price: (reflects the deduction of a rebate, if applicable)

*
*
*
*
*
*

(* Indicates additional remedies that can only be included if a lemon law repurchase is awarded)

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:N/A

KIA CADILLAC HONDA MITSUBISHI ACURA TOYOTA

**BAIERL
AUTOMOTIVE**

Definitely Worth the Trip.

ROUTE 18, WEXFORD, CRANBERRY TWP, PA

PLEASE ENTER MY RETAIL ORDER (FOR THE FOLLOWING):

SALESMAN DAVID GING

☐ DEMO ☒ NEW☒ CAR☒ USED☐ TRUCK

YEAR 2005

MAKE CHEVROLET

MODEL MALIBU LS BODY TYPE MAX

COLOR TAN

TRIM LS

MILEAGE 16124

TO BE DELIVERED 01/14/2006

ON OR ABOUT

20

STOCK NO.

VP5303

SERIAL #

1 6 1 2 T 6 2 8 6 5 F

69596 USED VEHICLE TRADE IN

YEAR 1995 MAKE CHEVROLET MODEL THIRTY-EIGHT DOOR SED COLOR

TRIM ROYALE VIN 1 8 3 H H 5 2 K 6 S 4

VIN 183H52K6S4

PL

EXP. DATE

09/30/2006

OWED TO:

PHONE:

ADDRESS:

AMOUNT \$

NA

GOOD UNTIL:

VERIFIED BY:

DATE:

TIME:

INSURANCE CO. STATE FARM MUTUAL INS

EFF. DATE

10/02/05

POLICY NO. 885658002-38

EXP. DATE

04/02/06

AGENT CHAD GREGORINI

PHONE NO.

(412)784-8855

AGENT ADDRESS

ANTI-THEFT SYSTEM

RUST - PAINT - FABRIC - U/COAT

MECHANICAL AGREEMENT

MO. 48

MILES 40000

750.00

TOTAL

\$ 14749.00

TRADE ALLOW, AND/OR DISCOUNTS

800.00

TAXABLE AMOUNT

\$ 13949.00

SALES TAX % COUNTY

976.43

DOCUMENT FEE

DEALER FEE

40.00

LICENSE & TITLE FEES & TIRE TAX

95.00

PAYOFF ON TRADE

NA

TOTAL

\$ 15060.43

DOWN PAYMENT

CASH DUE ON DELIVERY

7257.93

UNPAID BALANCE DUE

\$ 7802.50

WARRANTY INFORMATION☐ FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle.

The seller hereby expressly disclaims all warranties, either expressed 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 liability in connection with the sale of this item/vehicle.

☐ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.☐ AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the risk of loss or damage to the vehicle.

PURCHASER'S SIGNATURE

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF THE SALE.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH ITEMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED.

Purchaser is of legal age and is at least 21 years of age and has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE

DATE

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

TO:Natalie Macdonald COMPANY:

FACSIMILE TRANSMISSION



BBB AUTO LINE
Council of Better Business Bureaus
4200 Wilson Blvd. Suite 800
Arlington, Va.22203

FROM:

Name:

Fax Number:

**TO:**

Name:

Natalie Macdonald

Fax Number:

18668747690

MESSAGES:

Date and time of transmission: Tuesday, November 28, 2006 9:18:50 AM
Number of pages including this cover sheet: 04

TO:Natalie Macdonald COMPANY:

Nov 14 06 08:49a

p. 1

CHV0656612, Clarification Request, 11/13/06

[REDACTED]
Pittsburgh, PA

Home Phone [REDACTED]

Work Phone [REDACTED]

BBB Auto Line
C/o Amanda Roberts
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Fax 703 247 9700

Pittsburgh, 11-13-2006

CLARIFICATION REQUEST TO CASE CHV0656612

Dear Ladies and Gentlemen.

On Friday, November 10th, 2006, I have received the decision on my case CHV0656612, which rules that the manufacturer (GM) of my Chevrolet Malibu Maxx is requested to repurchase my vehicle. I have faxed my signed acceptance form on Friday, November 10th, 2006.

Today, I have been contacted by Amanda Roberts from the BBB Autoline. She wrote to me, that the manufacturer (GM) is under the belief that I would be responsible for the full mileage amount on the odometer of the vehicle for the calculation of the deduction.

But, when I received the paperwork of the BBB for filing the claim initially, on page 4 of the BBB Auto Line Program Summary, it is stated in the formula used for the calculation of the deduction, that the mileage **attributable to the customer at the time of the hearing** is to be employed in the calculation. When I first discussed the claim with the earlier contact person at the BBB, Onitra Roberson, **she told me, that only the actual mileage which I had driven the vehicle is to be used in the calculation, not the total mileage on the odometer.** As you can see from the odometer disclosure statement, which I faxed to you when I submitted the claim a

TO:Natalie Macdonald COMPANY:

Nov 14 06 08:50a

p.2

CHV0656612, Clarification Request, 11/13/06

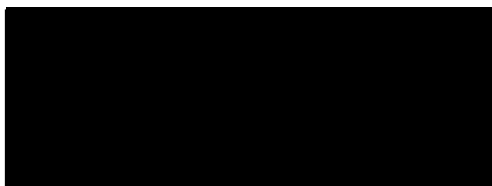
few months ago, the mileage on the odometer at the date I purchased the car was 16124. So, although the odometer read 23090 miles at the day of the hearing, **certainly only 6966 miles can be attributed to my use of the vehicle.**

As the manufacturer is now claiming that the full mileage should be attributed to me for the calculation of the deduction, **I hereby respectfully request the arbitrator to determine, that only the mileage (6966 miles), which I have actually added to the current total odometer reading shall be used in the calculation of the deduction,** not the total odometer reading at the time of the hearing (23090 miles).

I sincerely believe, that the mileage, which the vehicle already had on the odometer at the time I purchased it, cannot be attributed to me, and should therefore by no means be included in the calculation of the deduction.

I thank you very much for your help.

With kind regards,



TO:Natalie Macdonald COMPANY:

**BBB AUTO LINE**

4200 Wilson Boulevard, Suite 800

Arlington, VA 22203-1838

Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

Comments to the Correction/Clarification Request

Customer: [REDACTED]

Case Number: CHV0656612

Manufacturer: Chevrolet

Mfr-Info: 1716 PA 1G1ZT62865F [REDACTED]

Please provide your comments and sign below. Attach any additional information if necessary.

Signature: _____

Print Name: _____

STRAIGHT-PAYMENT-LEASE REPURCHASE WORKSHEET - BRC COMMON

File Number
1-423689315

Customer Name
[REDACTED]

Worksheet Filled Out By:
Yvonne Cervantes

☐ **Draft**-Add question marks beside category (not in dollar fields) to indicate incomplete information

Vehicle VIN:
1G1ZT62865F [REDACTED]

Date:
December 15, 2006

USAGE FORMULAS		STRAIGHT REPURCHASE - BASE		PAYMENT (CA, FL & WV) OR LEASE REPURCHASE	
1	To calculate usage:	1	Base Price \$13,999.00	1	Down Pmt / Cap Cost Reduction \$0.00
2	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
3	follow applicable lemon law formula for your state	3	Reg./Lic./Title Fees \$0.00	3	Reg/Lic/Title Fees (leases only) \$0.00
4		4	State 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	Base Price/Total Repurch Price \$13,999.00	6	Sales Tax \$0.00	6	Other-Explain \$0.00
7	Mileage 6,966	7	Finance Charges \$0.00	7	Other-Explain \$0.00
8	Denominator 100,000	8	GMPP (* only for WI) \$0.00	8	Other-Explain \$0.00
9	Usage \$975.17	9	Other-Explain \$0.00	9	Other-Explain \$0.00
10		10	Total Purchase Price \$13,999.00	10	Total Additions \$0.00
11	B. USAGE - NEGOTIATED \$0.00	11		11	
12		12	* Usage/Depreciation \$975.17	12	* Usage/Depreciation \$975.17
13		13	Damage \$0.00	13	Damage \$0.00
14	C. USAGE USING CENTS/MILE	14	Late charges \$0.00	14	Late charges \$0.00
15	Mileage 0	15	Over-Allowance \$100.00	15	Over-Allowance \$0.00
16	Cents per mile \$0.000	16	Negative Equity \$0.00	16	Negative Equity \$0.00
17	Usage \$0.00	17	Incentives \$0.00	17	Incentives \$0.00
18		18	Other-Explain \$0.00	18	Sec. Dep. (leases) if reimbursing above \$0.00
19		19	Other-Explain \$0.00	19	Extended Service Contract \$0.00
20	D. USAGE-CALIFORNIA ONLY	20	Other-Explain \$0.00	20	Gap Insurance \$0.00
21	Base price section-Used when NOT financed.	21	Other-Explain \$0.00	21	Over Mileage Penalty \$0.00
22	"Actual Price Paid" (Base) \$13,999.00	22	Total Deductions \$1,075.17	22	Total Deductions \$975.17
23	Mileage 0	23		23	
24	Usage \$0.00	24	Repurchase Subtotal \$12,923.83	24	Total Refund to Customer -\$975.17
25	OR	25	Loan Payoff good thru 1/11/07 \$5,499.84	25	Dir Buyout (lease) or Loan Payoff \$0.00
26	Payment/Lease-Used when financed.	26	Total Refund to Customer \$7,423.99	26	(GMAC=DL quote) good thru xx/xx/xx
27	"Actual Price Paid" (Pmt/Lease) \$0.00	27	Attorney's Fees \$0.00	27	Attorney's Fees \$0.00
28	Mileage 0	28	Total Repurchase \$12,923.83	28	Total Repurchase -\$975.17
29	Any ext service contract (CA only) 0	29	NADA (Legal Only) \$0.00	29	NADA (Legal Only) \$0.00
30	Usage \$0.00	30	Estimated Auction Value \$0.00	30	Estimated Auction Value \$0.00
31		31	Projected Loss \$12,923.83	31	Projected Loss -\$975.17
	PURCHASE PRICE (before t/t/t) \$ 13,999.00		TRADE ALLOWANCE \$ 800.00		PURCHASE PRICE \$ 13,999.00
	MSRP (FROM BARS INVOICE) \$ 22,265.00		PAYOFF OF TRADE \$ -		INCENTIVE* (from BARS) \$ -
	DIFFERENCE \$ (8,266.00)		DIFFERENCE \$ 800.00		OVERALLOWANCE \$ 100.00
	if positive look for over allowance		if negative=negative equity		ACTUAL PRICE \$ 13,899.00
			TRADE ALLOWANCE \$ 800.00		
			ACV OF TRADE \$ 700.00		Do not include fuel fill credit
	Authorized Signature Date		DIFFERENCE \$ 100.00		Include GM card points
			ACV=actual cash value		Form Rev. 04/28/2006

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

1,145

060193400010033-001

1612762865F

VEHICLE IDENTIFICATION NUMBER

2005

YEAR

CHEVROLET

MAKE OF VEHICLE

TITLE NUMBER

SDN

BODY TYPE

0

DUP

SEAT CAP

FL

PRIOR TITLE STATE

1/19/06

ODOM PROCD DATE

016124

ODOM MILES

0

ODOM STATUS

10/31/05

DATE PA TITLED

1/19/06

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER STATUS

- 0 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- D = COLLECTIBLE VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY MFGD FOR NON-US DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FLOOD VEHICLE
- X = WAS A TAXI

REGISTERED OWNER(S)

PITTSBURGH PA

FIRST LIEN FAVOR OF

GMAC

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

GMAC

PO BOX 8141

COCKEYSVILLE MD 21030

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.



I certify as of the date of issue the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION-

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN TO BEFORE ME

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to be listed as 'Joint Tenants With Right of Survivorship' (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be issued as 'Tenants in Common' (On death of one owner, interest of deceased owner goes to his/her heirs or estate)

1ST LIEN DATE

IF NO LIEN CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT CHECK HERE ☐ NOTE FIN REQUIRED

FINANCIAL INSTITUTION NO

2ND LIEN DATE

IF NO LIEN CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT CHECK HERE ☐ NOTE FIN REQUIRED

FINANCIAL INSTITUTION NO

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

30039017



Case Number CHV0656612
Name [REDACTED]
City-State-Zip Pittsburgh, PA 15215
Phone # 4126488175
Specialist Amanda Roberts aroberts@cbbb.bbb.org
Start Date 08/23/06
Close Date 11/10/06
Days Elapsed 79
Attorney
Arbitrator Mr. David M. Gilliland

 FTP Info passed to IBM

Req	Type	Sent	Event Information (Location)
NEW	A01	07/27/2006	Onitra Roberson Ext 514
UPDATE	A02	08/23/2006	Response Due Back by 08/30/06
UPDATE	A13	08/23/2006	veh-model
UPDATE	A06	09/07/2006	Arbitration Scheduled for 10:00 on 09/28/06
UPDATE	A13	09/28/2006	other-cont
UPDATE	A13	09/28/2006	e-mail
UPDATE	A05	10/06/2006	TE Form Available
UPDATE	A07	11/10/2006	Repurchase was awarded
UPDATE	A13	11/10/2006	night-phone
UPDATE	A08	11/16/2006	Customer Submits Final Decision Mod Req
UPDATE	A08	12/06/2006	Customer Accepts Final Decision
UPDATE	A09	12/06/2006	Performance Due by 01/06/07
UPDATE	A11	12/06/2006	Arbitrator's Response Available

Documents:

Please ONLY CLICK ONCE!

Select	Type	Description	Date
<input type="checkbox"/>	P-M05	Pilot M05 Letter	12/06/06
<input type="checkbox"/>	ARD	Acceptance or Rejection of Decision	12/06/06
<input type="checkbox"/>	M49	Arb's Response to Correct/clarifictn	12/06/06
<input type="checkbox"/>	FAMOD	Arbitrator's Response to Mod Request	12/06/06

<input type="checkbox"/>	ARD	Acceptance or Rejection of Decision	12/05/06
<input type="checkbox"/>	m07	Clarification Request from C- Appropriat	11/20/06
<input type="checkbox"/>	ARD	Acceptance or Rejection of Decision	11/13/06
<input type="checkbox"/>	p-ard	Pilot ARD	11/10/06
<input type="checkbox"/>	m04	Decision Letter To Manufacturer	11/10/06
<input type="checkbox"/>	F-DEC	Decision	11/10/06
<input type="checkbox"/>	coth	Customer's other docs	11/06/06
<input type="checkbox"/>	A04	TE Report and comments to ARB	10/16/06
<input type="checkbox"/>	M11	Arb TE Request Letter To Mfr	10/09/06
<input type="checkbox"/>	te	Technical Expert report	10/06/06
<input type="checkbox"/>	tereq	TE Request Form	10/03/06
<input type="checkbox"/>	tereq	TE Request Form	10/03/06
<input type="checkbox"/>	tereq	TE Request Form	10/03/06
<input type="checkbox"/>	m03	ATA To Manufacturer	09/07/06
<input type="checkbox"/>	als	Arbitrator Listing Sheet	09/07/06
<input type="checkbox"/>	als	Arbitrator Listing Sheet	09/07/06
<input type="checkbox"/>	noh	Notice of Hearing	09/07/06
<input type="checkbox"/>	opn	Opening Statements	09/07/06
<input type="checkbox"/>	sug	Suggested Hearing Format	09/07/06
<input type="checkbox"/>	sug	Suggested Hearing Format	09/07/06
<input type="checkbox"/>	opn	Opening Statements	09/07/06
<input type="checkbox"/>	sug	Suggested Hearing Format	09/07/06
<input type="checkbox"/>	opn	Opening Statements	09/07/06
<input type="checkbox"/>	sug	Suggested Hearing Format	09/07/06
<input type="checkbox"/>	map	Map to Hearing Site	09/07/06
<input type="checkbox"/>	ata	Agreement to Arbitrate	09/06/06
<input type="checkbox"/>	mrf	Manufacturer Response Form	08/23/06
<input type="checkbox"/>	m09	Updated CCF/Documentation Letter	08/23/06
<input type="checkbox"/>	csdoc	Customer's suprt docs	08/23/06
<input type="checkbox"/>	csla	Customer's SLA	08/23/06
<input type="checkbox"/>	veh	Vehicle Registration	08/23/06
<input type="checkbox"/>	CCF	Customer Claim Form	08/23/06

<input type="checkbox"/>	CCF	Customer Claim Form	08/09/06
<input type="checkbox"/>	m01	CCF To Manufacturer	07/27/06
<input type="checkbox"/>	ccf	Customer Claim Form	07/27/06
<input type="checkbox"/>	prgm	Program Summary	07/27/06

Time Line:

Step Dated	Description	Dated By
Not Yet Dated	Follow Up w/Mfr for Figures	N/A
01/06/07	Fin Dec Promised Perf Date	amanda
12/06/06	Send Fin Acc/Rej to Mfr	amanda
12/06/06	Cust Accepts/Rejects Fin Dec	amanda
12/06/06	Send Arb's Response	vicky
12/06/06	Decision Finalized	vicky
12/05/06	Rec'vd Arb's Response to MOD/IMP	vicky
11/27/06	Send MOD/IMP to Arb	amanda
11/27/06	Send Comments to Other Party as FYI	amanda
11/27/06	Recd Comments From 2nd Party	amanda
11/20/06	Send MOD/IMP to Other Party	amanda
11/20/06	Request is Appropriate/Not Approp	meryl
11/14/06	Rec'vd MOD/IMP Request	juan
11/14/06	Cust Accepts/Rejects Fin Dec	juan
11/13/06	Call Customer re: ARD	amanda
11/10/06	Send Fin Dec/Reasons to Mfr	meryl
11/10/06	Send Fin Dec Acc/Rej to Cust	meryl
11/10/06	Decision Finalized	meryl
11/10/06	Decision Review Outcome	meryl
11/10/06	Decision Rcvd-Not Reviewed	meryl
10/19/06	Send Arb Email for Decision	amanda
10/16/06	Dt Arb got all info for dec	amanda
10/03/06	Arb Requests Additional Info	richard
09/28/06	Go to Hrng/Dt M Makes Offer	onitra
09/07/06	Send ATA/NOH to C,Mfr,Arb	onitra
09/07/06	Enter Hrg/Inspect Info	onitra
09/07/06	Date HSB Checklist Rcvd	onitra

09/07/06	Cust Accepts/Rejects Offer	onitra
09/07/06	Mrf Offered Adjustment	onitra
09/06/06	Send HSB Checklist	onitra
09/06/06	Draft ATA	onitra
09/06/06	Contact C & Mfr/Sched Call	onitra
09/06/06	Cust Accepts/Rejects Offer	onitra
09/06/06	Mfr Offered Adjustment	onitra
09/06/06	Call Manufacturer	onitra
09/06/06	Call Customer	onitra
08/23/06	Create/Send C36 Letter	onitra
08/23/06	Date Claim Opened	onitra
07/27/06	Claim Sent to Mfr	onitra
07/27/06	Date Claim Taken	onitra

Reports:[On-Line CRM Tickler](#)[Recent FTP Cases](#)[Closed Cases Report](#)[On-Line Tickler for Managers](#)[New On-Line Tickler for Managers](#)[Upcoming Hearings Schedule](#)



BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

MANUFACTURER RESPONSE FORM

Case Number: CHV0656612

Start Date: 08/23/06

Customer Name: [REDACTED]

State: PA

VIN: 1G1ZT62865F [REDACTED]

Probable Hearing Location: Pittsburgh

This claim is ☐ IN Warranty ☐ OUT of Warranty

Has the customer contacted you regarding the claim?

☒ YES ☐ NO

Is the VIN listed above correct?

☐ YES ☐ NO

If you checked NO, please indicate the correct VIN: _____

Customer Contact Info:

SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer?

☐ YES ☐ NO

If you checked YES, please indicate the customer's response below:

☐ The customer accepted the offer on ____/____/____

☐ The customer rejected the offer on ____/____/____

☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed?** Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: \$ _____

I will participate ☐ By phone ☐ In person ☐ In writing

Return this form as soon as possible

To:

Completed by: _____ Date: ____/____/____

BBB AUTO LINE

Future contact: _____

Fax: 703.247.9700

Phone: _____ Fax: _____



BBB AUTO LINE

4200 Wilson Boulevard, Suite 800

Arlington, VA 22203-1838

Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

August 23, 2006

Re:m09 CHV0656612 [REDACTED] vs Chevrolet Motor Division 1G1ZT62865F [REDACTED]

NATALIE MACDONALD
CHEVROLET
P O BOX 33170
DETROIT MI 48232-5170

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form (CCF)*, and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Onitra Roberson at Extension 514



**BAIERL
AUTOMOTIVE**

Definitely Worth the Trip.

RT. 19 NORTH HILLS
WEXFORD, PA 15090
(724) 935-3711
www.baiertl.com



Goodwrench

SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO.	207949	ADVISOR	JACOB MCCANDLESS	1181	TAG NO.	.538	INVOICE DATE	08/07/06	INVOICE NO.	CVCS163199	
[REDACTED] ASPINWALL, PA		LABOR RATE	LICENSE NO.		MILEAGE		21,506	COLOR	TAN/	STOCK NO.	VP5303
		YEAR/MAKE/MODEL					DELIVERY DATE		DELIVERY MILES		
		05/CHEVROLET/MALIBU LS/MAX					01/14/06		16,124		
		VEHICLE I.D. NO.					Selling Dealer No.		PRODUCTION DATE		
1 G 1 Z T 6 2 8 6 5 F											
P.C. NO.		P.O. NO.		R.O. DATE		08/07/06					
[REDACTED]		[REDACTED]		COMMENTS							

LABOR & PARTS
J# 1 03CVZ STEERING/SUSP HOURS: 1.40 TECH(S):1031 WARRANTY
CUSTOMER STATES:CLUNK IN STEERING INSTALL SOP STEERING GEAR
INSTALLED SPECIAL ORDERED STEERING GEAR ASSEMBLY
ALIGN FRONT SUSPENSION , SET TOE

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1		15858368	GEAR 6.508			WARRANTY
JOB # 1	-1		15858368	CORE RETURN			WARRANTY
JOB # 1 TOTAL PARTS						0.00	
JOB # 1 TOTAL LABOR & PARTS						0.00	

J# 2 98CVZ MISC HOURS: 0.20 TECH(S):1031 WARRANTY
CUSTOMER STATES:DRIVERS DOOR IS SQUEEING WHEN OPENING
NEC TO CLEAN AND LUBRICATE DRIVERS DOOR HINGES

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 2 TOTAL PARTS						0.00	
JOB # 2 TOTAL LABOR & PARTS						0.00	

SUBLET PO# VEND INV# INV.DATE DESCRIPTION WARRANTY
JOB # 1 135599 08/07/06 RENTAL 0.00

TOTAL - SUBLET 0.00

TOTALS

*****	TOTAL LABOR....	0.00
* CASH () CHECK () CK # *	TOTAL PARTS....	0.00
* * *	TOTAL SUBLET....	0.00
* VISA/MC () DISCOVER () *	TOTAL G.O.G....	0.00
* * *	TOTAL MISC CHG.	0.00
* AMER EXP () CHARGE () *	TOTAL MISC DISC	0.00
*****	TOTAL TAX.....	0.00

THANK YOU FOR YOUR PATRONAGE!!!! TOTAL INVOICE \$ 0.00

CUSTOMER PAYMENT FOR PARTS INDICATED BY " * " HAVE A LIMITED LIFETIME WARRANTY

CUSTOMER SIGNATURE

ALL NEW OR FACTORY
REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.



BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
9. Saturday Hours
10. We Service Most GM Cars & Trucks

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM CHEVROLET HEARST DIVISION IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US AS "COMPLETELY SATISFIED" PLEASE CALL JAY GAGNE, SERVICE ADMINISTRATOR. THANK YOU, JAY GAGNE, CHEVROLET (724) 935-3711 YOUR SATISFACTION IS OUR NO. 1 CONCERN

CHEVROLET**BAIERL
AUTOMOTIVE**

Definitely Worth the Trip.

RT. 19 NORTH HILLS
WEXFORD, PA 15090
(724) 935-3711
www.baiert.com**Goodwrench**

SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 207949	ADVISOR JACOB MCCANDLESS 1181	TAG NO. 350	INVOICE DATE 07/25/06	INVOICE NO. CVCS162501
LABOR RATE	LICENSE NO.	MILEAGE 21,270	COLOR TAN/	STOCK NO. VP5303
TEAM MARK / MODEL 05/CHEVROLET/MALIBU LS/MAX	DELIVERY DATE 01/14/06	DELIVERY MILES 16,124		
VEHICLE I.D. NO. 1G1ZT62865F	SELLING DEALER NO.	PRODUCTION DATE		
F.T.S. NO.	P.O. NO.	P.O. DATE 07/25/06		

RE	COMMENTS
----	----------

LABOR & PARTS JOB # 1 03CVZ STEERING/SUSP HOURS: 1.50 TECH(S):1031 WARRANTY	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.
CUSTOMER STATES: THERE IS A CLUNK IN STEERING SAYS WAS JUST FIXED AND NOW STEERING WHEEL IS OFF CENTER ROAD TESTED FOR STEERING WHEEL OFF CENTER PERFORM LEAD PULL ANALYSIS. EVER SMALL AMOUNT. RESET TOE CLUNK IN STEERING, EXTENSIVE ROAD TEST, CONTACTED T.A.N (CASE # 9078578) INFORMED TO REMOVE INTERMEDIATE STEERING SHAFT INSPECTED, REINSTALLED, NOISE STILL THERE ORDERED NEW POWER STEERING GEAR ASSEMBLY	

JOB # 1 TOTAL LABOR & PARTS 0.00

" 2 98CVZ MISC HOURS: 0.70 TECH(S):1031 WARRANTY	
CUSTOMER STATES: FIRST THING IN THE MORNING WHEN STARTS CAR HAS A SMELL COMING OUT OF THE VENTS DIAGNOSIS FOUND NEW UPDATED SOFTWARE FOR AFTER BLOWER TO RUN AND DRY OUT EVAPORATOR FOR ODOR	

JOB # 2 TOTAL LABOR & PARTS 0.00

SUBLET PO# VEND INV# INV. DATE DESCRIPTION	WARRANTY
JOB # 1 135346 07/25/06 RENTAL	
TOTAL - SUBLET	0.00

TOTALS	TOTAL LABOR.... 0.00	0.00
* CASH () CHECK () CK #	TOTAL PARTS.... 0.00	0.00
* VISA/MC () DISCOVER ()	TOTAL SUBLET.... 0.00	0.00
* AMER EXP () CHARGE ()	TOTAL G.O.G.... 0.00	0.00
	TOTAL MISC CHG. 0.00	0.00
	TOTAL MISC DISC 0.00	0.00
	TOTAL TAX..... 0.00	0.00

THANK YOU FOR YOUR PATRONAGE!!!!

TOTAL INVOICE \$ 0.00

CUSTOMER PAYMENT FOR PARTS INDICATED BY " * "
HAVE A LIMITED LIFETIME WARRANTY

BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
9. Saturday Hours
10. We Service Most GM Cars & Trucks

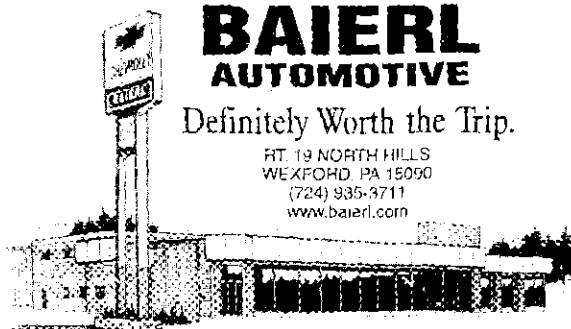
CUSTOMER SIGNATURE

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM CHEVROLET MOTOR DIVISION IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US AS "COMPLETELY SATISFIED" PLEASE CALL JAY GAGNE, SERVICE ADMINISTRATOR.

THANK YOU,
BAIERL CHEVROLET
(724) 935-3711

YOUR SATISFACTION IS OUR NO. 1 CONCERN.



SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 5:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO.	207949	ADVISOR	JOE DURCI	1206	138	INVOICE DATE	06/29/06	INVOICE NO.	CVCS160463	
		LABOR RATE		LICENSE NO.		MILEAGE	21,115	COLOR	TAN/	
		YEAR / MAKE / MODEL	05/CHEVROLET/MALIBU LS/MAX				DELIVERY DATE	01/14/06	DELIVERY MILES	16,124
		VEHICLE ID NO.	1G1ZT62865F				SELLING DEALER TO		PRODUCTION DATE	
		F.T.E. NO.		P.O. NO.			06/20/06			
		COMMENTS								

LABOR & PARTS
J# 1 03CVZ STEERING/SUSP HOURS: 1.20 TECH(S):1031
CUSTOMER STATES NOISE IN STEERING
ROAD TESTED INSTALLED SPECIAL ORDERED STEERING GEAR
ASSEMBLY, SWAP TIE ROD ENDS, SET TOE

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 1	1		15858368	GEAR 6.508		
JOB # 1	-1		15858368	CORE RETURN		

JOB # 1 TOTAL PARTS

JOB # 1 TOTAL LABOR & PARTS

J# 2+10CVZ BODY HOURS: 1.00 TECH(S):1031
LEFT REAR WINDOW WEATHERSTRIP LOOSE
INSTALLED LEFT REAR WINDOW LOWER SASH, NEC TO REMOVE REAR
WINDOW CHANNEL, NEW PART WAS DIFFERENT THAN ORIGINAL

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 2	1		15299352	SEALING S 10.774		

JOB # 2 TOTAL PARTS

JOB # 2 TOTAL LABOR & PARTS

SUBLET PO# VEND INV# INV. DATE DESCRIPTION
JOB # 1 134866 06/29/06 RETAK EMPKE

TOTAL - SUBLET

TOTALS

*****	TOTAL LABOR....	9.00
* CASH () CHECK () CK #	TOTAL PARTS....	0.00
*	TOTAL SUBLET...	0.00
* VISA/MC () DISCOVER ()	TOTAL G.O.G....	0.00
*	TOTAL MISC CHG.	0.00
* AMER EXP () CHARGE ()	TOTAL MISC DISC	0.00
*****	TOTAL TAX.....	0.00

THANK YOU FOR YOUR PATRONAGE!!!!

TOTAL INVOICE \$ 0.00

CUSTOMER PAYMENT FOR PARTS INDICATED BY " * "
HAVE A LIMITED LIFETIME WARRANTY

CUSTOMER SIGNATURE

ALL NEW OR FACTORY
REBUILT PARTS ARE GUA-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.



BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
9. Saturday Hours
10. We Service Most GM Cars & Trucks

IMPORTANT

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FROM CHEVROLET MOTOR DIVISION IN
THE NEXT FEW DAYS. IF FOR ANY
REASON YOU CANNOT GRADE US AS
"COMPLETELY SATISFIED" PLEASE CALL
JAY GAGNE, SERVICE ADMINISTRATOR.
THANK YOU,
BAIERL CHEVROLET
(724) 935-8711
YOUR SATISFACTION IS
OUR NO. 1 CONCERN.

Subject: RE: Re: File 1-393444839
From: cac@chevrolet.com
Date: Thu, 16 Feb 2006 14:39:06 -0400
To: jee13@pitt.edu

Dear [REDACTED]

Thank you for contacting the Chevrolet Customer Assistance Center. We appreciate you taking the time to write in.

Please consider this confirmation of our receipt of your e-mail. In addition I have added the information you provided to service request number 1-393444839, and sent a notification to Wendy Grassmann on your behalf. They will follow up with you accordingly to address the additional information provided.

If you should need to contact us in the future, simply reply to this message or call our Chevrolet Customer Assistance Center at 1-800-222-1020. Customer Relationship Managers are available Monday through Friday from 8:00 a.m. to 11:00 p.m., Eastern Time.

Again, thank you for contacting Chevrolet.

Sincerely,

Felicia Williams
Customer Relationship Manager
Chevrolet Customer Assistance Center

For more information regarding the maintenance and care of your vehicle, please visit [www.chevrolet.com](#). This free online service offers vehicle and ownership-related information and tools tailored to your specific Chevrolet.

#Subject=Re: File 1-393444839

-----Original Message-----

From: [REDACTED]
Sent: 2/15/06 9:26:08 AM
To: [REDACTED]
Subject: Re: File 1-393444839

Dear Wendy Grassmann.

I will get home [REDACTED] at about 6:30 pm tonight, so you should be able to reach me.

With kind regards,

[REDACTED] wrote:

Dear [REDACTED]

Subject: RE: Re: File 1-393444839
From: cac@chevrolet.com
Date: Thu, 16 Feb 2006 14:39:06 -0400
To: jeel13@pitt.edu

Dear [REDACTED]

Thank you for contacting the Chevrolet Customer Assistance Center. We appreciate you taking the time to write in.

Please consider this confirmation of our receipt of your e-mail. In addition I have added the information you provided to service request number 1-393444839, and sent a notification to Wendy Grassmann on your behalf. They will follow up with you accordingly to address the additional information provided.

If you should need to contact us in the future, simply reply to this message or call our Chevrolet Customer Assistance Center at 1-800-222-1020. Customer Relationship Managers are available Monday through Friday from 8:00 a.m. to 11:00 p.m., Eastern Time.

Again, thank you for contacting Chevrolet.

Sincerely,

Felicia Williams
Customer Relationship Manager
Chevrolet Customer Assistance Center

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

#Subject=Re: File 1-393444839

-----Original Message-----

From: [REDACTED]
Sent: 2/15/06 9:26:08 AM
To: [REDACTED]
Subject: Re: File 1-393444839

Dear Wendy Grassmann.

I will get home [REDACTED] at about 6:30 pm tonight, so you should be able to reach me.

With kind regards,
[REDACTED]

[REDACTED] wrote:

Dear [REDACTED]

Thank you for contacting the Chevrolet Customer Assistance Center. I appreciate you taking the time to write in regards to your 2005 Chevrolet Malibu.

I sincerely apologize that you are experiencing concerns with the front suspension in your Chevrolet Malibu. I understand this can be very frustrating and would like the opportunity to speak with you about this. Due to the nature of your concern, it is necessary to continue this communication via telephone.

Since you included your phone number in your e-mail and it was too late to call you upon its receipt, I would like to try to reach you this Wednesday, February 15, 2006 between 6:30 p.m. and 8:30 p.m., Eastern Time. If that is not convenient for you, please leave me a voice message at 1-866-932-4368 extension 39127 with a time that you can be reached during my shift. I am available Monday through Wednesday 1:30 p.m. to 11:00 p.m., and Sunday 11:00 a.m. to 9:30 p.m., Eastern Time.

I have documented your concern with the Customer Assistance Center. Your request number is 1-393444839. Please refer to this number when contacting the Customer Assistance Center.

Again, I am not available on Thursdays, Fridays, or Saturdays. If you should need immediate assistance that my schedule will not accommodate, I recommend you call our general line noted below. Please advise the representative that answers that you need immediate assistance with this matter.

If you should need to contact us in the future, simply reply to this message or call our Chevrolet Customer Assistance Center at 1-800-222-1020. Customer Relationship Managers are available Monday through Friday from 8:00 a.m. to 11:00 p.m., Eastern Time.

Again, thank you for contacting Chevrolet.

Sincerely,

Wendy A. Grassmann
Customer Relationship Manager
Chevrolet Customer Assistance Center

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

#Subject=ContactUs/Feedback Email

-----Original Message-----

From: WebMaster
Sent: 2/13/06 10:15:31 PM
To: [REDACTED]
Subject: ContactUs/Feedback Email

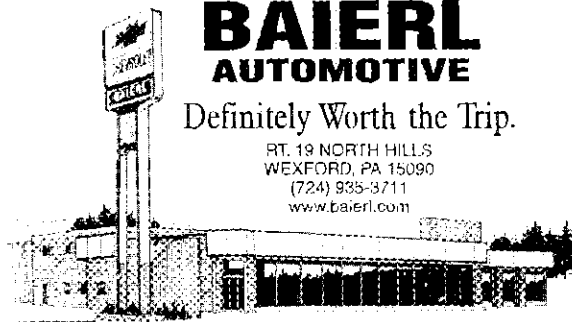
A user sent you the following feedback/problem.
User Name: [REDACTED]

First Name: [REDACTED]
Last Name: [REDACTED]
Subject: Owner Inquiry
My Vehicle: 2005 Chevrolet Malibu

Message: My car, which I bought as a Certified Used Vehicle at my "Preferred dealer" in Wexford, PA, is making a clunking noise that appears to come from the left front suspension. I had this checked on Feb. 9th and have been informed that this is caused by a faulty intermittent steer steering shaft, but that this can not be repaired at the moment (#PIC3747). A service bulletin is supposed to be issued in the first quarter of 2006. As this "clunking" feel pretty bad, I really wonder, when you will issue this service bulletin. I am not very happy having to drive the car like this, because it feels unsafe and is very uncomfortable. Please let me know, when I can expect satisfactory replacement of this faulty part, as I may decide selling the car again as soon as possible, if a correction of this serious problem is not to be expected in the near future.

Email Address: [REDACTED]
Address: [REDACTED]
Pittsburgh [REDACTED]

Day Phone: [REDACTED]
Evening Phone: [REDACTED]



SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 207949	ADVISOR JOE DURCI	TAG NO. 1206 991	INVOICE DATE 05/31/06	INVOICE NO. CVCS159285
[REDACTED] ASPINWALL, PA	LABOR RATE	LICENSE NO.	MILEAGE 19,907	COLOR TAN/
	YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX			DELIVERY DATE 01/14/06
	VEHICLE ID NO. 1 G 1 Z T 6 2 8 6 5 F			DELIVERY MILES 16,124
	F.T.E. NO.	P.O. NO.	R.O. DATE 05/31/06	PRODUCTION DATE
COMMENTS				

LABOR & PARTS
J# 1 05CVZ
CUSTOMER STATES BRAKES PULSATE
MACHINE FRONT ROTORS
HOURS: 1.00 TECH(S): 1031 126.95

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-
JOB # 1 TOTAL PARTS 0.00
JOB # 1 TOTAL LABOR & PARTS 126.95

J# 2 10CVZ1 BODY HOURS: 0.00 TECH(S): 1031 0.00
CUSTOMER STATES WEATHERSTRIP ON LEFT REAR DOOR
COMES LOOSE
ORDERED NEW SEALING STRIP

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-
JOB # 2 0 15299352 SEALING S 10,774 35.40 35.40 0.00
PART ON SPECIAL ORDER
** QUANTITY 1 IS SPECIAL ORDERED **
JOB # 2 TOTAL PARTS 0.00
JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 10CVZ6 BODY HOURS: 0.60 TECH(S): 1031 WARRANTY
CUSTOMER STATES DRIVERS DOOR SQUEEKS WHEN OPENED
CLEANED AND LUBRICATED ALL DOOR OPENING WEATHERSTRIPS

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-
JOB # 3 TOTAL PARTS 0.00
JOB # 3 TOTAL LABOR & PARTS 0.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
JOB # 1 67D SERVICE GOODWILL ADJUSTMENT -37.00
TOTAL - MISC -37.00

ALL NEW OR FACTORY
REBUILT PARTS ARE GUA-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.

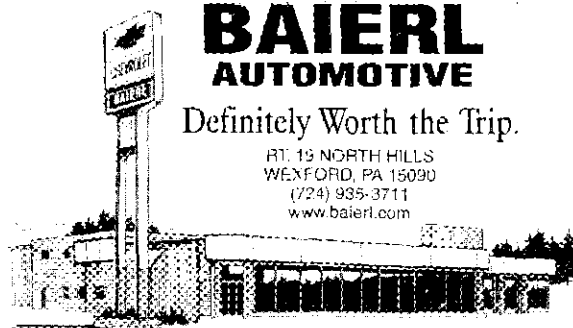


BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
9. Saturday Hours
10. We Service Most GM Cars & Trucks

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE
FROM CHEVROLET MOTOR DIVISION IN
THE NEXT FEW DAYS. IF FOR ANY
REASON YOU CANNOT GRADE US AS
"COMPLETELY SATISFIED" PLEASE CALL
JAY GAGNE, SERVICE ADMINISTRATOR.
THANK YOU.
BAIERL CHEVROLET
(724) 935-3711
YOUR SATISFACTION IS
OUR NO. 1 CONCERN.

CHEVROLET**BAIERL
AUTOMOTIVE**

Definitely Worth the Trip.

RT. 15 NORTH HILLS
WEXFORD, PA 15090
(724) 935-3711
www.baiarl.com**Goodwrench**

SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 207949	ADVISOR JOE DURCI	1206	TAG NO. 991	INVOICE DATE 05/31/06	INVOICE NO. CVCS159285
[REDACTED] ASPINWALL, PA	LABOR RATE	LICENSE NO.	MILEAGE 19,907	COLOR TAN/	STOCK NO. VP5303
	YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX			DELIVERY DATE 01/14/06	DELIVERY MILES 16,124
	VEHICLE ID. NO. 1G1ZT62865F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 05/31/06	
COMMENTS					

TOTALS*****
* CASH () CHECK () CK # *
* * * * *
* VISA/MC () DISCOVER () *
* * * * *
* AMER EXP () CHARGE () *
*****TOTAL LABOR.... 126.95
TOTAL PARTS.... 0.00
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC -37.00
TOTAL TAX..... 8.89ALL NEW OR FACTORY
REBUILT PARTS ARE GU-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.

THANK YOU FOR YOUR PATRONAGE!!!!

TOTAL INVOICE \$ 98.84CUSTOMER PAYMENT FOR PARTS INDICATED BY " * * "
HAVE A LIMITED LIFETIME WARRANTY

CUSTOMER SIGNATURE

**BAIERL CONVENIENCES:**

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
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FROM CHEVROLET MOTOR DIVISION IN
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"COMPLETELY SATISFIED" PLEASE CALL
JAY GAGNE, SERVICE ADMINISTRATOR.THANK YOU,
BAIERL CHEVROLET
(724) 935-3711
YOUR SATISFACTION IS
OUR NO. 1 CONCERN.

<- Back

Forward ->

Document ID# 1764730

Feedback

Print

Subject: Knock, Clunk or Rattle Noise at Low Speeds with
Suspension Input - keywords intermittent shaft steer
steering #PIC3747A - (02/14/2006)



Models: 2004-2006 Chevrolet Malibu/Maxx
2005-2006 Pontiac G6

The following diagnosis might be helpful if the vehicle exhibits the symptom(s) described in this PI.

Condition/Concern:

Some Malibu/Maxx and G6s may experience a knock, clunk or rattle type noise at low speeds when there is a suspension input. The noise sounds like it's in the suspension on the left side of the vehicle. This noise will usually develop after 3000, to 5000 miles on the vehicle.

Note: The root cause has been determined and corrective action is in the validation process.

Recommendation/Instructions:

Do NOT replace the intermediate shaft for this rattle clunk type noise. This is not the cause of the noise. The noise might be eliminated for a very short time (1 to 5 days) when the I shaft is replaced. The reason the noise has changed is because during replacement of the I shaft, the steering system loading has been changed. The noise will return after the system readjusts to the new loading. When service parts are available to repair this clunk, knock noise, a service bulletin will be issued. The noise is from contact between the rack gears and the pinion gears (inside the rack). The functionality of the rack is not affected.

Note: At this time, service parts are expected in the Second quarter of 2006.

Please follow this diagnostic or repair process thoroughly and complete each step. If the condition exhibited is resolved without completing every step, the remaining steps do not need to be performed.

GM bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer". They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the equipment, tools, safety instructions, and know-how to do a job properly and safely. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your GM dealer for information on whether your vehicle may benefit from the information.



WE SUPPORT
VOLUNTARY
TECHNICIAN
CERTIFICATION

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SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 5:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO	207949	RANDY PFEIFER	1128	TAG NO	326	INVOICE NO	02/09/06	INVOICE NO	CVCS153076	
[REDACTED]		LABOR RATE	LICENSE NO	MILEAGE	16,766	COLOR	TAN/	STOCK NO	VP3303	
ASPINWALL, PA		05/CHEVROLET/MALIBU LS/MAX				DEALER DATE	01/14/06	DELIVERY MILES		16,124
[REDACTED]		VEHICLE ID NO				1 G 1 Z T 6 2 8 6 5 F	SELLING DEALER NO	PRODUCTION DATE		
[REDACTED]		P. T. E. NO				P. O. NO		R 02/09/06		
COMMENTS										

LABOR & PARTS

J# 1 03CVZ STEERING/SUSP HOURS: 0.40 TECH(S): 1066 WARRANTY
CUSTOMER STATES: CLUNK/THUMP ON LEFT TURNS CAN BE FELT UNDER DRIVERS FEET
ROAD TESTED FOR CONCERN OF NOISE HEARING CLUNK IN FRONT END
RAISED IN AIR INSPECTED UNDER SUSPENSION SOUNDS LIKE INTERMEDIATE STEERING SHAFT. PERFORM BULLETIN SEARCH
AS PER PI#1716682 NO FIX AT THIS TIME, WILL BE AVAILABLE SOON

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
					JOB # 1 TOTAL PARTS	0.00
					JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2 08CVZ ELECTRICAL HOURS: 0.30 TECH(S): 1066 WARRANTY
CUSTOMER STATES: CHECK BATTERY AND ELECTRICAL SYSTEM WHEN BRAKING LIGHTS DIM AND HVAC FAN SLOWS
CHECKED ELECTRICAL SYSTEM, BATTERY GOOD, CHECKED ALTERNATOR OUTPUT (GOOD) THIS CONDITION IS NORMAL WHEN ENGINE COMES TO IDLE



PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
					JOB # 2 TOTAL PARTS	0.00
					JOB # 2 TOTAL LABOR & PARTS	0.00

J# 3 98CVZ MISC HOURS: TECH(S): 1066 INTERNAL
CUSTOMER STATES: WASHERS FREEZE IN COLD WEATHER
NEC TO THAW OUT WASHERS HOSES AND BOTTLE, DRAIN (WATER) AND INSTALL WASHER FLUID.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 3	2		1051515	OPTIKLEEN 8.800		INTERNAL
					JOB # 3 TOTAL PARTS	0.00
					JOB # 3 TOTAL LABOR & PARTS	0.00

BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
9. Saturday Hours
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IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM CHEVROLET MOTOR DIVISION IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US AS "COMPLETELY SATISFIED" PLEASE CALL JAY GAGNE, SERVICE ADMINISTRATOR.
THANK YOU,
BAIERL CHEVROLET
(724) 935-3711
YOUR SATISFACTION IS OUR NO. 1 CONCERN.



SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 2:00 p.m.

CUSTOMER NO 207949	ADVISOR RANDY PFEIFER	1128	326	INVOICE DATE 02/09/06	INVOICE NO CVCS153076
ASPINWALL, PA	LABOR RATE	LICENSE NO.	MILEAGE 16,766	COLOR TAN/	STOCK NO VP5303
	YEAR/MAKE/MODEL 05/CHEVROLET/MALIBU LS/MAX			DELIVERY DATE 01/14/06	CHASSIS MILES 16,124
	VEHICLE ID NO 1G1ZT62865F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	R.E. DATE 02/09/06
COMMENTS					

TOTALS

* CASH () CHECK () CK # *
* *
* VISA/MC () DISCOVER () *
* *
* AMER EXP () CHARGE () *

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

ALL NEW OR FACTORY
REBUILT PARTS ARE GUA-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.

THANK YOU FOR YOUR PATRONAGE!!!!

TOTAL INVOICE \$ 0.00

CUSTOMER PAYMENT FOR PARTS INDICATED BY " * "
HAVE A LIMITED LIFETIME WARRANTY

CUSTOMER SIGNATURE



BAIERL CONVENIENCES:

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JAY GAGNE, SERVICE ADMINISTRATOR.

THANK YOU,
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Knock, Clunk or Rattle Noise at Low Speeds with Suspension Input - keywords int intermittent shaft steer steering #PIC3747 - (Oct 24, 2005)

Knock, Clunk or Rattle Noise at Low Speeds with Suspension Input

2004-2006 Chevrolet Malibu/Maxx

2005-2006 Pontiac G6

The following diagnosis might be helpful if the vehicle exhibits the symptom(s) described in this PI.

Condition/Concern:

Some Malibu/Maxx and G6s may experience a knock, clunk or rattle type noise at low speeds when there is a suspension input. The noise sounds like it's in the suspension on the left side of the vehicle. This noise will usually develop after 3000, to 5000 miles on the vehicle.

Note: The root cause has been determined and corrective action is in the validation process.

Recommendation/Instructions:

Do NOT replace the intermediate shaft for this rattle clunk type noise. This is not the cause of the noise. The noise might be eliminated for a very short time (1 to 5 days) when the I shaft is replaced. The reason the noise has changed is because during replacement the of the I shaft, the steering system loading has been changed. The noise will return after the system readjusts to the new loading. When service parts are available to repair this clunk, knock noise, a service bulletin will be issued.

Note: At this time service parts are expected in the first quarter of 2006.

Please follow this diagnostic or repair process thoroughly and complete each step. If the condition exhibited is resolved without completing every step, the remaining steps do not need to be performed.

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001
OAKLAND (095)
4022 FIFTH AVENUE
PITTSBURGH PA 15213
Cashbox 01

Purchase Receipt
Official Check

Document Number: 6122074
Purchase Date: January 19 2006
Purchase Amount: \$7,257.93
Payee:
BAIERL CHEVORLET
Remitter:
[REDACTED]

SOF Account Number 1017961021
Source of Funds Check \$7,267.93

System Date/Time * 11:09 JAN 19 2006
W/S ID WWSP0951 Sequence Number 00038
Batch 301
Purchase Fee \$10.00

This deposit or payment is accepted subject to
verification and to the rules and regulations of
this bank. Deposits may not be available for
immediate withdrawal. Receipt should be held
until verified with your statement.

CHEVROLET • KIA • CADILLAC • HONDA • MITSUBISHI • ACURA • TOYOTA

DATE 01/14/2006

BAIERL AUTOMOTIVE

Definitely Worth the Trip.

ROUTE 19, WEXFORD, CRANBERRY TWP, PA

PLEASE ENTER MY RETAIL ORDER (FOR THE FOLLOWING):

SALESMAN **DAVID GING** ☐ DEMO ☒ NEW ☒ CAR ☐ USED ☐ TRUCK YEAR **2005** MAKE **CHEVROLET**

MODEL **MALIBU LS** BODY TYPE **MAX** COLOR **TAN** TRIM **LS** MILEAGE **15124**

TO BE DELIVERED ON OR ABOUT **01/14/2006** STOCK NO. **VP5303** SERIAL # **1612162855F**

USED VEHICLE TRADE IN LIST PRICE OF VEHICLE \$ **13999.00**

YEAR **1995** MAKE **OLDSMOBILE** MODEL **THIRTY-EIGHT** TYPE **4 DOOR SED** COLOR

TRIM **ROYALE** VIN NO. **1G3H52K6S4** DEALER INSTALLED ITEMS

TRADE IN **BO1350** PL EXP DATE **09/30/2006**

OWED TO: PHONE: ADDRESS: AMOUNT \$ **NA** GOOD UNTIL: VERIFIED BY: DATE: TIME:

INSURANCE CO. **STATE FARM MUTUAL INS** EFF DATE **10/02/05** POLICY NO. EXP DATE **04/02/06** AGENT **EHAD GREGORINI** PHONE NO. **(412)784-8855**

AGENT ADDRESS: ANTI-THEFT SYSTEM: RUST - PAINT - FABRIC - U/COAT: MECHANICAL AGREEMENT:

MO. **48** MILES **40000** TOTAL \$ **14749.00**

TRADE ALLOW, AND/OR DISCOUNTS **800.00** TAXABLE AMOUNT \$ **13949.00**

SALES TAX % COUNTY: **976.43** DOCUMENT FEE: DEALER ORIGIN FEE **40.00**

LICENSE & TITLE FEES & TIRE TAX **95.00** PAYOFF ON TRADE **NA**

TOTAL \$ **15060.43** DOWN PAYMENT: CASH DUE ON DELIVERY **7257.93**

UNPAID BALANCE DUE \$ **7802.50**

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The dealer hereby expressly declares no other warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.

☒ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.

☐ AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairing or replacing any defects presently existing or that may occur in the vehicle. PURCHASER'S SIGNATURE X

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF THE SALE.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH ITEMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS; NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS; NOT EXPRESSLY WARRANTED OR GUARANTEED.

Purchaser by his execution of this Order certifies that he is of legal age or older and that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE: DATE: **01/14/2006** ACCEPTED BY: DEALER OR HIS AUTHORIZED REPRESENTATIVE

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

BAIERL AUTOMOTIVE

Definitely Worth the Trip.

NAME

TYPE VEHICLE 2005 CHEVROLET MALIBU LS

VIN 1G1ZT62895F

DELIVERY DATE 01/14/2005

☐ AS IS

Baierl has no responsibility for mechanical repairs or paint and body work after delivery. There is no warranty expressed or implied.

☐ 30 DAYS 50-50
POWER TRAIN

This vehicle carries warranty coverage on engine, transmission and drive axle for 30 days or 1000 miles, whichever comes first. The cost of parts, labor and deductibles will be split equally between the dealer and customer provided that the work is performed at and or **authorized** by The Baierl Automotive service center.

☐ 3 MONTHS/3000 MILES
POWER TRAIN

This vehicle carries warranty coverage on engine, transmission and drive axle for 3 months or 3000 miles, whichever comes first. There is a deductible. Limitations are expressed on the warranty copy. Read carefully.

☐ FACTORY WARRANTY

This vehicle carries the remainder of the factory warranty. In many cases there are deductibles. Limitations are expressed on in service date the warranty copy. Read it carefully.

☒ FACTORY CERTIFIED
VEHICLE

This vehicle carries a factory certified warranty. Coverages are expressed in the specific manufacturer's warranty copy. Read it carefully.

☐ EXTENDED SERVICE
CONTRACT

Limitations are expressed on the contract copy. Read it carefully. Most contracts carry a deductible.

I have read the applicable warranty or contract coverages and fully understand Baierl's and my responsibilities.

Customer

Salesperson

Barry D.

JENS ELMCKE

VP5303

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SATURN CHEVROLET INC. (transferor's name, Print)

state that the odometer now reads 16124 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	MALIBU LS	MAX
VEHICLE IDENTIFICATION NUMBER		YEAR
1G1ZT6285F		2005

X
TRANSFEROR'S SIGNATURE

SATURN CHEVROLET INC.
PRINTED NAME

10430 PERRY HWY
TRANSFEROR'S ADDRESS (STREET)

WEXFORD PA 15090
CITY STATE ZIP CODE

01/14/2006
DATE OF STATEMENT

X
TRANSFEREE'S SIGNATURE

PRINTED NAME

JENS ELMCKE
TRANSFEREE'S NAME

32 OAKHURST CIR
TRANSFEREE'S ADDRESS (STREET)

PGH PA 152151652
CITY STATE ZIP CODE

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: SEP 30, 2007 VALID: 08/03/06

PLATE: [REDACTED]
TITLE: [REDACTED]
VIN: 1G1ZT62065F [REDACTED]
YR/MAKE: 2005 CHEVROLET
TYPE: SDN
WID: 06215 3903 191635-001

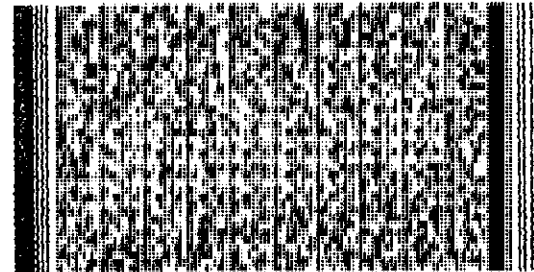
EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ALLEGHENY

[REDACTED]
PITTSBURGH PA
[REDACTED]

Change your address online at: www.state.pa.us Pa Keyword "DMV"

[REDACTED]
SIGNATURE

I hereby acknowledge this day that I have received
notice of the provisions of Section 3709 of the Vehicle
Code.



Customer Claim Form

Contact Date: 07/27/06

Start Date:

Case Number: CHV0656612

Have you contacted the mfr regarding your claim? ☒ YES ☐ NO

Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? ☒ YES ☐ NO

If yes, name of provider: BBB Date: Case Number: CHV 0640923

Titled Owner(s) Name&Address

PITTSBURGH PA

Day Phone:

Evening Phone:

Cell Phone:

Fax Number:

E-mail Address:

Customer Contact Info:

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title:

Vehicle Use: ☒ Personal ☐ Business ☐ Both Percentage of time vehicle used for business purposes:

Transmission Type: Automatic Number of vehicles owned or leased by the business:

Make: Chevrolet Model: 1/2 Ton Pickup Model Year: 2005 Current Mileage: 7438 22144

Vehicle Identification Number: 1G1ZT628637

Servicing Dealer/City/State : Baierl,

Selling Dealer/City/State : Baierl, Wexford, PA

Insurance Carrier : STATE FARM Policy Number:

Has vehicle been in an accident/had body damage? Yes ☐ No ☒ Date of accident:

Description of Damage :

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 01/01/06 Mileage at purchase:

Lease Date: Mileage at lease:

Purchased As : ☒ New ☒ Used ☐ Demo

Leased As : ☐ New ☐ Used ☐ Demo

Is the vehicle in your possession? yes

Is the vehicle in your possession?

Lienholder's Name: GMAC

Leasing Company's Name:

Address: 10 BOX 3100

Address:

City/St/Zip: FLORIDA TX 79702

City/St/Zip:

Phone: (817) - 200 - 4621

Phone:

Lienholder Acct # : 004 - 9082 - 57844

Leasing Company's Acct # :

Customer's Desired Outcome (Describe what you want done to resolve your concern)

Customer is seeking a buy back

Signature of Titled Owner(s):

Date 08/18/06

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

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

Customer Name:

Vehicle Concerns

First Repair Attempt

Date: 02/09/00
10/01/00

Mileage: 0+ 16760

Last Repair Attempt

Date: 08/03/06

Mileage: 2,504

Total Days out of Service: 34

[illegible]

[REDACTED]
Pittsburgh, PA [REDACTED]
Home Phone [REDACTED]
Work Phone [REDACTED]

BBB Auto Line
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838

Pittsburgh, 08-19-2006

Dear Ladies and Gentlemen.

Attached you will find the forms required for formally filing a claim with your institution. I apologize for the delay in sending you the papers back, but the first set of papers that you mailed to me on July 27th never reached my home address, and during the arrival of the second set of papers I was out of town for a week. I assume that these papers still reach you on time.

This is regarding my Chevrolet Malibu Maxx LS (2005; VIN 1G1ZT62865F [REDACTED]) which I purchased as a Certified Preowned Vehicle at Baierl Chevrolet in Wexford, PA on January 14, 2006 at 16124 miles. Few days after buying the car I started noting a clunking noise, which appeared to come from the left front suspension. This noise occurred only at a speed below approx. 35 miles per hour and occurred more often (but not exclusively) during or after left turns. It was often accompanied by a steering input (moved the steering wheel) and was especially pronounced when parking the car. This noise was not apparent during the test drive before the purchase. I scheduled an appointment at the dealer (Baierl), for repair for February 9, 2006. After the inspection of the vehicle, I was informed, that the noise was coming from the intermittent steering shaft (left), that this problem (#PIC3747) occurred in many Chevrolet Malibu Maxx (2005 models), and that there was no repair possible at

the moment (see dealer invoice and Service Information Document ID #1716682). I thus inquired at the Chevrolet Customer Assistance Center, if I could expect a Service Bulletin to be issued soon for a satisfactory repair. I was told by GM Customer Relationship Manager Wendy A. Grassmann (who first contacted me via E-Mail and then via phone), that my request (1-393444839) had been received, that no repair of the mechanical problem of my Chevrolet was possible at the moment and no date could be estimated for the issuing of a Service Bulletin, and that I should contact the BBB Auto Line for further assistance. I thus called the BBB Auto Line and requested the forms for formally filing a claim regarding this issue. I later put the BBB claim (C20 CHV0640923) on hold (and it was later closed by the BBB), because Maxime Durant from the Chevrolet Customer Assistance Center promised a satisfactory repair of the vehicle within a few months, and I wanted to allow the manufacturer to attempt a repair. The repair was finally made at Baierl Chevrolet in Wexford on June 29, 2006 (at 21115 miles on the odometer), please see copy of corresponding invoice. But two weeks later, the same clunking noise reappeared, meaning that the repair had not been successful. The car was checked again by Jay Gagne, the Service Manager of Baierl Chevrolet, on July 27, 2006. The noise came from the same part in the steering, Jay said. He ordered new parts, and the car was repaired for a second time on August 7th, 2006. Note: The parts for the second repair are identical to the parts used in the first repair, so it can be expected that, over time, the clunking noise is going to reappear again. The person now in charge of my Service Request with the GM Customer Center is Natalie McDonalds (800 231 1841, Ext. 21551). She called on August 9th, 2006, to offer me a "warranty" on this repair until 5 years from the in service date (until December 9, 2009) or 60.000 total miles on the odometer. If I would accept that, then I could have the corresponding repair re-done as many times as I would like until the warranty runs out. I feel, that this is

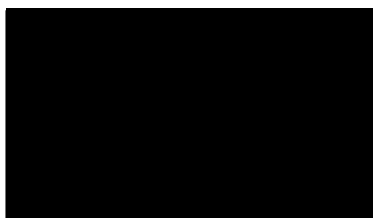
not an acceptable offer and have so far not accepted. Natalie McDonald is going to contact me again by September 5th, 2006, to continue talking about this offer and to check whether the clunking noise has reappeared.

Although it is not yet finally clear, whether (when) the noise is going to reappear, I am still filing these full papers for the BBB claim in order to avoid losing more time (and accumulating more mileage in the odometer) in this case. I believe that I have given Chevrolet more than enough time and opportunities to resolve the mechanical problems with my vehicle. I ask you to please contact me as soon as you process this claim in order to be able to update you on the current status of the noise and steering input.

I have now had a good seven months of constant serious problems with my Chevrolet Malibu Maxx LS, and I am therefore requesting a buyback.

I thank you very much for your help.

With kind regards,





GMC

HUMMER®

GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

September 20, 2006

Randy Hall
Sullivan Chevrolet
9 Crescent Ave.
Etna, PA 15223

Re: [REDACTED]
Siebel Request: 1-423689315
2005 Chevrolet, Malibu
VIN # 1G1ZT62865F [REDACTED]

Dear Randy Hall:

This is a letter of notification regarding a Better Business Bureau case involving the above referenced customer.

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle. The specific documents needed are:

- All service and body shop repair orders including all internal, customer pay, and warranty repair orders. (Please include front and backs of the shop copies).

Please fax them to the number found below. If there are any fax difficulties or the documents exceed 50 pages, please contact me as soon as possible.

Your cooperation is greatly appreciated. If you have any questions, feel free to contact me directly at the number below.

Sincerely,

Natalie MacDonald
BRC Customer Relationship Manager
Ph# 800-231-1841, prompt 9, prompt 5, extension 21551
FAX# 866-874-7690

DIAN'S NOTES

PROBLEM:

Road tested Insp & Measuring
Brake Rotors Records
Reshaved front Rotors

CAUSE:

CORRECTION:

Reshaved

PROBLEM:

Insp & Lubricate All 4 Doors
Door Noise when Opened

CAUSE:

CORRECTION:

Insp left Rear Door Could
not find Any Problems
With Weather Strips had
Advisee Slowly Bld.
Lower Wiper Seal.
S/O Part.

PROBLEM:

CAUSE:

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
42.04	JP	159283	MAY31 AM 11.2	

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
136.95	JP	159283	MAY31 AM 11.4	
			MAY31 AM 10.7	

TIME CLOCK

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

INVOICE NO. 207949	ADVISOR JOE DURCI	1206	TAG NO. 991	INVOICE DATE 05/31/06	INVOICE NO. CVCS159285
LABOR RATE	LICENSE NO.	MILEAGE 19,907	COLOR TAN	STOCK NO. VP5303	
YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX				DELIVERY DATE 01/14/06	DELIVERY MILES 16,124
VEHICLE ID NO. 1G1ZT62865F				SELLING DEALER NO.	PRODUCTION DATE
F.Y.E. NO.				P.O. NO.	R.O. DATE 05/31/06
COMMENTS					

TOTALS

 * CASH () CHECK () CK # *
 * VISA/MC () DISCOVER () *
 * AMER EXP () CHARGE () *

TOTAL LABOR.... 126.95
 TOTAL PARTS.... 0.00
 TOTAL SUBLET.... 0.00
 TOTAL G.O.G.... 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC -37.00
 TOTAL TAX..... 8.89

ALL NEW OR FACTORY
 REBUILT PARTS ARE GUA-
 RANTEED 12 MONTHS OR
 12,000 MILES, WHICHEVER
 COMES FIRST.

THANK YOU FOR YOUR PATRONAGE!!!!!!

TOTAL INVOICE \$ 98.84

CUSTOMER PAYMENT FOR PARTS INDICATED BY " * "
 HAVE A LIMITED LIFETIME WARRANTY



CUSTOMER SIGNATURE

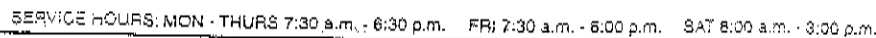
BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
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THANK YOU,
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 (724) 935-3711
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CUSTOMER NO. 207949		ADVISOR JOE DURCI		1206 991		INVOICE DATE 05/31/06		INVOICE NO. CVCS159285	
[REDACTED]		LABOR RATE		LICENSE NO.		MILEAGE 19,907		COLOR TAN	
		YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX		DEL. VEH. DATE 01/14/06		STOCK NO. VP5303		DELIVERY MILES 16,124	
		VEHICLE I.D. NO. 1G1ZT62865F		SELLING DEALER NO.		PRODUCTION DATE			
ASPINWALL, PA [REDACTED]		F.T.E. NO.		P.O. NO.		R.O. DATE 05/31/06			

LABOR & PARTS		HOURS		TECH(S)		1031		126.95	
J# 1 05CVZ	BRAKES								
CUSTOMER STATES BRAKES PULSATE									
MACHINE FRONT ROTORS									
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE				
				JOB # 1 TOTAL PARTS		0.00			
				JOB # 1 TOTAL LABOR & PARTS		126.95			
J# 2 10CVZ1	BODY							0.00	
CUSTOMER STATES WEATHERSTRIP ON LEFT REAR DOOR									
COMES LOOSE									
ORDERED NEW SEALING STRIP									
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE				
JOB # 2	0	15299352	SEALING S 10.774	35.40	35.40	0.00			
PART ON SPECIAL ORDER									
** QUANTITY 1 IS SPECIAL ORDERED **									
				JOB # 2 TOTAL PARTS		0.00			
				JOB # 2 TOTAL LABOR & PARTS		0.00			
J# 3 10CVZ6	BODY							WARRANTY	
CUSTOMER STATES DRIVERS DOOR SQUEEKS WHEN OPENED									
CLEANED AND LUBRICATED ALL DOOR OPENING WEATHERSTRIPS									
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE				
				JOB # 3 TOTAL PARTS		0.00			
				JOB # 3 TOTAL LABOR & PARTS		0.00			
MISC	CODE	DESCRIPTION		CONTROL NO					
JOB # 1	67D	SERVICE GOODWILL ADJUSTMENT				-37.00			
TOTAL - MISC						-37.00			

ALL NEW OR FACTORY
REBUILT PARTS ARE GUA-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.



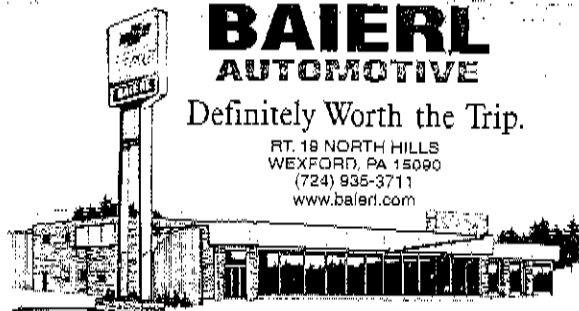
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THANK YOU.
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(724) 935-3711
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SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 9:00 p.m.

INVOICE NO. 207949	ADVISOR JOE DURCI	TAB NO. 1206 991	INVOICE DATE 05/31/06	INVOICE NO. CVWS159285
	LABOR RATE	LICENSE NO.	MILEAGE 19,907	STOCK NO. VP5303
ASPINWALL, PA	YEAR MAKE MODEL 05/CHEVROLET/MALIBU LS/MAX	DELIVERY DATE 01/14/06	DELIVERY MILES 16,124	
	VEHICLE I.D. NO. 1G1ZT62865F	SELLING DEALER NO.	PRODUCTION DATE	
	R.T.E. NO.	P.O. NO.	R.O. DATE 05/31/06	
COMMENTS				

LABOR & PARTS J# 3 10CVZ6 BODY HOURS: 0.60 TECH(S): 1031 42.04
CUSTOMER STATES DRIVERS DOOR SQUEEKS WHEN OPENED
CLEANED AND LUBRICATED ALL DOOR OPENING WEATHERSTRIPS
JOB # 3 TOTAL LABOR & PARTS 42.04

R/O TAX 0.00
R/O TOTALS 42.04

WARRANTY CLAIM DETAIL TOTALS

CLAIM# TOTAL
42.03
CLAIM TOTALS 42.03

APPROVED BY SIGNATURE

DCS AUDIT SLIP

DCS DATA FILE: GMGMWF.535
05/31/2006

WARRANTY NEW CLAIM

RO NUMBER RO DATE VIN DIV DEALER ODOMETER SERVICE ADVISOR #
159285 05/31/2006 1G1ZT62865F 3 13038 19907

CUSTOMER NAME: FIRST: MIDDLE: LAST: PHONE: WORK: HOME:

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
1	03		OJ				6C	C1081	.2			14.01
LN-TOT:					14.01	TECH SSN:		AUTH CODE:		AUTH. AUTHOR.:		

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
2	03		OJ				6C	C1080	.2			14.01
LN-TOT:					14.01	TECH SSN:		AUTH CODE:		AUTH. AUTHOR.:		

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
3	03		OJ				6C	C1130	.2			14.01
LN-TOT:					14.01	TECH SSN:		AUTH CODE:		AUTH. AUTHOR.:		

R.O. TOTAL: 42.03

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

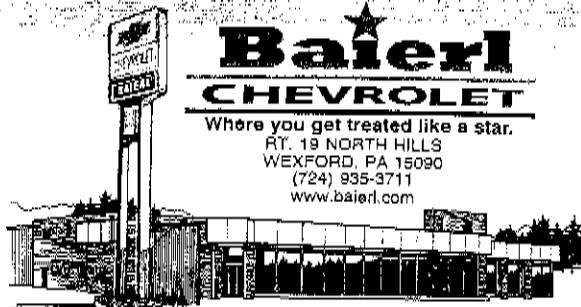


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SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 207949	ADVISOR RANDY PFEIFER	1128	326	INVOICE DATE 02/23/06	INVOICE NO. CVWS153076
LABOR RATE	LICENSE NO.	MILEAGE 16,766	DELIVERY DATE 01/14/06	STOCK NO. VP5303	DELIVERY MILES 16,124
YEAR/MAKE/MODEL 05/CHEVROLET/MALIBU LS/MAX	VEHICLE I.D. NO. 1G1ZT62865F	SELLING DEALER NO.	PRODUCTION DATE	R.O. DATE 02/09/06	
F.T.E. NO. P.O. NO. COMMENTS					

LABOR & PARTS J# 1 03CVZ STEERING/SUSP HOURS: 0.40 TECH(S): 1066 28.02

CUSTOMER STATES: CLUNK/THUMP ON LEFT TURNS CAN BE FELT UNDER DRIVERS FEET
ROAD TESTED FOR CONCERN OF NOISE HEARING CLUNK IN FRONT END
RAISED IN AIR INSPECTED UNDER SUSPENSION SOUNDS LIKE INTERMEDIATE STEERING SHAFT. PERFORM BULLETIN SEARCH AS PER PI#1716682 NO FIX AT THIS TIME, WILL BE AVAILBLE SOON

JOB # 1 TOTAL LABOR & PARTS 28.02

J# 2 08CVZ ELECTRICAL HOURS: 0.30 TECH(S): 1066 21.02

CUSTOMER STATES: CHECK BATTERY AND ELECTRICAL SYSTEM WHEN BRAKING LIGHTS DIM AND HVAC FAN SLOWS
CHECKED ELECTRICAL SYSTEM, BATTERY GOOD, CHECKED ALTERNATOR OUTPUT (GOOD) THIS CONDITION IS NORMAL WHEN ENGINE COMES TO IDLE

JOB # 2 TOTAL LABOR & PARTS 21.02

R/O TAX 0.00
R/O TOTALS 49.04

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
	49.04
CLAIM TOTALS	49.04

APPROVED BY SIGNATURE

DCS AUDIT SLIP

DCS DATA FILE: GMGMWF.B62
02/23/2006

WARRANTY NEW CLAIM

RO NUMBER	RO DATE	VIN	DIV	DEALER	ODOMETER	SERVICE ADVISOR #
153076	02/09/2006	1G1ZT62865F	3	13038	16766	

CUSTOMER NAME: FIRST: LAST: MIDDLE: PHONE: WORK: HOME:

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
1	01	03					6C	E7700	.4			28.02
LN-TOT:	28.02	TECH SSN:		AUTH CODE:		AUTH. AUTHOR.:						

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
2	02	03					6C	N9995	.3			21.02
LN-TOT:	21.02	TECH SSN:		AUTH CODE:		AUTH. AUTHOR.:						

R.O. TOTAL: 49.04

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CUSTOMER NO. 207949		ADVISOR JOE DURCI		TAG NO. 1206 991		INVOICE DATE 05/31/06		INVOICE NO. CVCS159285	
[REDACTED]		LABOR RATE		LICENSE NO.		MILEAGE 19,907		COLOR TAN	
[REDACTED]		YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX		DELIVERY DATE 01/14/06		DELIVERY MILES 16,124		STOCK NO. VP5303	
[REDACTED]		VEHICLE ID NO. 1G1ZT62865F		SELLING DEALER NO.		PRODUCTION DATE			
[REDACTED]		F.T.E. NO.		P.O. NO.		R.O. DATE 05/31/06			
[REDACTED]		COMMENTS							

TOTALS

 * CASH () CHECK () CK # *
 * *
 * VISA/MC () DISCOVER () *
 * *
 * AMER EXP () CHARGE () *

TOTAL LABOR.... 126.95
 TOTAL PARTS.... 0.00
 TOTAL SUBLET.... 0.00
 TOTAL G.O.G.... 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC -37.00
 TOTAL TAX..... 8.89

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 COMES FIRST.

THANK YOU FOR YOUR PATRONAGE!!!!!!

TOTAL INVOICE \$ 98.84

CUSTOMER PAYMENT FOR PARTS INDICATED BY " * "
 HAVE A LIMITED LIFETIME WARRANTY



CUSTOMER SIGNATURE

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SERVICE HOURS: MON - FRI 7:30 a.m. - 6 p.m. SAT 8:00 a.m. - 3:00 p.m.
www.baierl.com

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
16CVZROTATE 16CVZFRDIFF	TIRE ROTATION FRONT DIFF SERVICE	MI MI	15.00 35.95	16CVZSTATEINSP 16D5ZSTATEINSP	STATE INSPECTION STATE INSPECTION	MI MI	21.95 21.00

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	OPERATION	OPERATION DESCRIPTION
10/26/05 10/20/05	147465 147119	16066 16065	1506 1506	900 1141 1141 1141 1100 1141	96CVZ 16CVZEMMISSION 16CVZSTATEINSP 96CVZ02 96CVZ01-1 96CVZ01	USED CAR DEPARTMENT EMISSION INSP STATE INSPECTION INTERNAL LOF U/C DETAIL U/C PREP

SALESPERSON NO. 1541 DAVID GING

SERVICE

TERMS CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/>	VEHICLE I.D. NO. 1G1ZT62865F	YEAR/MAKE/MODEL 05/CHEVROLET/MALIBU LS/MAX	PRODUCTION DATE 01/14/06	STOCK NO. VP5303	LICENSE NO. 153076
CALL WHEN READY ASPINWALL, PA	CUSTOMER NO. 207949	SERVICE CONTRACT CMPP	DELIVERY DATE 01/14/06	DELIVERY MILES 16,124	SELLING DEALER NO. 02/09/06
<input type="checkbox"/> YES <input type="checkbox"/> NO	COLOR TAN	CONTRACT NO.	EXPIRATION DATE 01/14/10	EXPIRATION MILES 56,124	TAG NO. 326
SAVE REMOVED PARTS FOR CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO	RESIDENCE PHONE 07:31am	DATE/TIME PROMISED 02/09/06	TIME RECEIVED 06:30pm	ADVISOR NO. 1128	ADVISOR RANDY PFEIFER
APPOINTMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	I HEREBY AUTHORIZE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL, OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU, AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERE TO STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.				

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X

1. **W 03CVZ STEERING/SUSP**
CUSTOMER STATES: CLUNK/THUMP ON LEFT TURNS CAN BE FELT UNDER DRIVERS FEET **57700**

2. **W 08CVZ ELECTRICAL**
CUSTOMER STATES: CHECK BATTERY AND ELECTRICAL SYSTEM WHEN BRAKING LIGHTS DIM AND HVAC FAN SLOWS **100110**

3. **I 98CVZ MISC**
CUSTOMER STATES: WASHERS FREEZE IN COLD WEATHER **37.00**

ALL PARTS NEW EXCEPT AS NOTED

ORIGINAL EST.	REVISED EST.	DATE	A.V.	<input type="checkbox"/> V.A. <input type="checkbox"/> IN. <input type="checkbox"/> PERSON.
SOCIAL SECURITY NO.		DATE PROMISED		

PENNSYLVANIA STATE INSPECTION

BRAKES REMAINING

RIGHT FRONT **132** LEFT FRONT **132**

RIGHT REAR **132** LEFT REAR **132**

LOWEST TIRE TREAD **132**

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE OF TIME, LOSS OF PROFIT, OR INCOME, OF ANY OTHER DAMAGES.

TIME CLOCK

OFF ON OFF ON OFF

STRAIGHT TIME (HRS.) 124 80
ESTIMATE PRICE 1141 147119
TIME OFF ON

STRAIGHT TIME (HRS.) 40 00
FLAT RATE PRICE 147119
TIME OFF ON
RETAIL

STRAIGHT TIME (HRS.) 50 00
FLAT RATE PRICE 147119
TIME OFF ON
RETAIL

STRAIGHT TIME (HRS.) 3000 00
FLAT RATE PRICE 147119
TIME OFF ON
RETAIL

CAUSE:

CORREC

PROBL

CAUS

SECTION:

INITIALS & NOTES

INTERIOR
SEAT PANEL (inc. controls, console)
PASSENGER SEAT'S HEAD REST
SENDER DOOR (controls, inc. door)
FLOOR MATS (controls, inc. door)
HEAD RESTS (controls, inc. door)
QUARTER TRIM (controls, inc. door)
MATS (controls, inc. door)
FIELD CONSOLE (controls, inc. door)
PASSENGER CARGO AREA (inc. door)

TENANT
UNLESS (100) miles - GM pickup
transporter (inc. all the month)
as per manufacturer's schedule
data, p.4, International (if, no
bill as necessary)
des (first date and local state)

DETAIL
service/repair/replace the
major components and/or

DETAIL

ations Guide for

by local authorized
(No note in 2.0)

104

id for record
a process. Uf



SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 10	ADVISOR TOM LANG	1506	TAG NO. 004	INVOICE DATE 10/26/05	INVOICE NO. CVIP147465
WEXFORD, PA	LABOR RATE	LICENSE NO.	MILEAGE 16,066	COLOR TAN/	STOCK NO. VP5303
	YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX			DELIVERY DATE	DELIVERY MILES 16,065
	VEHICLE I.D. NO. 1G1ZT62865F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. 02398558		P.O. NO.	R.O. DATE 10/26/05	
RESIDENCE PHONE	COMMENTS				

LABOR & PARTS		JOB # 1 TOTAL LABOR & PARTS 0.00		ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.
SUBLET PO# 129659	VEND INV# 10/26/05	INTERIORS WORK	84.00	
TOTAL - SUBLET			84.00	
TOTALS				
CONTROL# VP5303	ACCOUNT# 240	AMOUNT 84.00	TOTAL LABOR 0.00	
			TOTAL PARTS 0.00	
			TOTAL SUBLET 84.00	
			TOTAL G.O.G. 0.00	
			TOTAL MISC. CHG. 0.00	
			TOTAL MISC. DISC 0.00	
			TOTAL TAX 0.00	
			TOTAL INVOICE \$ 84.00	

APPROVED BY SIGNATURE

BAIERL CONVENIENCES

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
9. Saturday Hours
10. We Service Most GM Cars & Trucks

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE FROM CHEVROLET MOTOR DIVISION IN THE NEXT FEW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US AS "COMPLETELY SATISFIED" PLEASE CALL JAY GAGNE, SERVICE ADMINISTRATOR. THANK YOU, BAIERL CHEVROLET (724) 935-3711 YOUR SATISFACTION IS OUR NO. 1 CONCERN.



SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 10	ADVISOR TOM LANG	1506	336	INVOICE DATE 10/25/05	INVOICE NO. CVIP14711
WEXFORD, PA	LABOR RATE	LICENSE NO.	MILEAGE 16,065	COLOR TAN/	STOCK NO. VP5303
	YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX			DELIVERY DATE	DELIVERY MILES 16,065
	VEHICLE I.D. NO. 1G1ZT62865F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. 02398558			R.O. DATE 10/20/05	
RESIDENCE PHONE	COMMENTS				

LABOR & PARTS
#1 160VZ STATE INSPECTION - EMISSION INSPECTION - 29.00
CUSTOMER STATES: PERFORM PA STATE EMISSION INSPECTION.
IM507116116
CORRECTION: PERFORMED PA EMISSION INSPECTION

JOB # 1 TOTAL LABOR & PARTS 29.00

#2 160VZ STATE INSPECTION - STATE INSPECTION - 19.95
CUSTOMER STATES: PERFORM PA STATE INSPECTION.
BI50345040
TIRES R/F...L/F...R/R...L/R...BRAKES R/F...L/F...R/R...L/R
10/32...10/B...8/B...
CORRECTION: PERFORMED PA STATE INSPECTION

JOB # 2 TOTAL LABOR & PARTS 19.95

#3 160VZ STATE INSPECTION - INTERNAL LOF - 4.25
PERFORM INTERNAL LOF
PERFORMED INTERNAL LOF

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1	25010792	OIL FLTR 1.836	4.25
JOB # 3 TOTAL PARTS				4.25

JOB # 3 TOTAL LABOR & PARTS 16.10

#4 160VZ STATE INSPECTION - USED CAR DETAIL - 100.00
CUSTOMER STATES: PERFORM USED CAR DETAIL.
CORRECTION: PERFORMED USED CAR DETAIL

JOB # 4 TOTAL LABOR & PARTS 100.00

#5 160VZ STATE INSPECTION - USED CAR PREP - 64.00
CUSTOMER STATES: PERFORM USED CAR PREP.
CORRECTION: PERFORMED USED CAR PREP

JOB # 5 TOTAL LABOR & PARTS 64.00

#6 160VZ STATE INSPECTION - PINSTRIPPING - 40.00
CUSTOMER STATES: PERFORM PINSTRIPPING.
STRIPE/MOLDINGS
CORRECTION: PERFORMED PINSTRIPPING

JOB # 6 TOTAL LABOR & PARTS 40.00

G.O.G. & SUPPLIES	QTY	DESCRIPTION	UNIT PRICE
JOB # 3	5.0	PENNZOIL MOTOR OIL	1.850 /UNIT
TOTAL - GOG			9.25

MISC	CODE	DESCRIPTION	CONTROL NO
JOB # 1	ED	EMISSION DIAGNOSTICS	
JOB # 1	EC	EMISSION COMMUNICATION	
JOB # 2	IS	INSPECTION STICKER	
JOB # 3	SS	SHOP MATERIALS	

ALL NEW OR FACTORY
REBUILT PARTS ARE GUA-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.



BAIERL CONVENIENCES:

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JAY BAGNE, SERVICE ADMINISTRATOR.
THANK YOU,
BAIERL CHEVROLET
(724) 935-3711
YOUR SATISFACTION IS
OUR NO. 1 CONCERN.



Baierl CHEVROLET

Where you get treated like a star.
RT. 19 NORTH HILLS
WEXFORD, PA 15090
(724) 935-3711
www.baierl.com



SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 8:00 p.m.

10	ADVISOR TOM LANG	1506	336	INVOICE DATE 10/25/05	INVOICE NO. CVIP147119
	LABOR RATE	LICENSE NO.	MILEAGE 16,065	COLOR TAN/	STOCK NO. VP5303
	YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX			DELIVERY DATE	DELIVERY MILES 16,065
	VEHICLE I.D. NO. 1G1ZT62865F			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. 02398558	P.O.		R.O. DATE 10/20/05	
COMMENTS					

TOTALS		TOTAL - MISC		8.95
CONTROL#	ACCOUNT#	AMOUNT	TOTAL LABOR...	264.80
VP5303	240	287.25	TOTAL PARTS...	4.25
			TOTAL SUBLET...	0.00
			TOTAL G.O.G...	9.25
			TOTAL MISC. CHG.	8.95
			TOTAL MISC. DISC.	0.00
			TOTAL TAX...	0.00
			TOTAL INVOICE \$	287.25

APPROVED BY SIGNATURE



BAIERL CONVENIENCES:

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GMC

HUMMER®

GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

September 11, 2006

Jay Gagne
Baierl Chevrolet
10430 Perry Hwy
Wexford, PA

Re:

Siebel Request: 1-423689315
2005, Chevrolet Malibu
VIN # 1G1ZU54805F

Dear Jay Gagne:

This is a letter of notification regarding a Better Business Bureau case involving the above referenced customer.

In order to perform a case assessment, please provide me 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 applicable)
- The incentives acknowledgement form
- The Actual Cash Value statement of any trade
- All service and body shop repair orders including all internal, customer pay, and warranty repair orders. (Please include front and backs of the shop copies).

Please fax them to the number found below. If there are any fax difficulties or the documents exceed 50 pages, please contact me as soon as possible.

Your cooperation is greatly appreciated. If you have any questions, feel free to contact me directly at the number below.

Sincerely,

Natalie MacDonald
BRC Customer Relationship Manager
Ph# 800-231-1841, prompt 9, prompt 5, extension 21551
FAX# 866-874-7690

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

ADR File Checklist

SR Number:1-423689315

BBB Case: CHV0656612

Customer: [REDACTED]

VIN:1G1ZT62865F [REDACTED]

Make/Model/Year: Chevrolet/Malibu/2005

In Service: 10/15/2004

Mileage:

21,310

Received Date: 07/27/2006

Day 15 Date: 08/30/06

Goes Active: 08/23/2006

Primary Concern: Noise in Steering.

☒ **Case Scan / Acknowledgement (24 hrs) Completion Date/Time:**

☒ **Initial Calls (72 hrs):**

☒ **Customer**

Completion Date/Time: 7/28/06 /

☒ **Dealer Svc Mgr**

Completion Date/Time: 7/28/06 /

☐ **Dealer Finance Mgr**

Completion Date/Time: /

☒ **AVM**

Completion Date/Time: 7/28/06 /

☒ **Repair Orders Requested:**

Received:

☒ **Sales Documents:**

Received:

☒ **BARS / Finance Sheet**

☒ **Case Assessment (by Day 14):**

Lemon Law Eligible:

Yes ☐

No ☒

Presumption:

Yes ☒

No ☐

☒ **GM Position – Customer / BBB Due Date (7-10 days):**

☒ **Settlement / Goodwill Offered Date:**

☒ **All Documents Attached (by Day 15)**

☒ **Arbitration Date:** 09/28/06

☐ **Closing Activities:**

Settlement

Completion Date/Time: /

Executive Summary

Completion Date/Time: /

Close Siebel

Completion Date/Time: /

AVM: Ted Wong

Node/Box: 914055 8049

Service Dealer: Baierl Chevrolet

Svc Mgr: Jay Gagne

Selling Dealer: Baierl Chevrolet

Contact:

NOTES:

Customer Claim Form

Contact Date: 07/27/06

Start Date:

Case Number: CHV0656612

Have you contacted the mfr regarding your claim? ☒ YES ☐ NO

Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? ☒ YES ☐ NO

If yes, name of provider: BBB Date: Case Number: CHV 0656612

Titled Owner(s) Name&Address

PITTSBURGH, PA

Day Phone:

Evening Phone:

Cell Phone:

Fax Number:

E-mail Address:

Customer Contact Info:

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title:

Vehicle Use: ☒ Personal ☐ Business ☐ Both

Percentage of time vehicle used for business purposes:

Transmission Type: Automatic

Number of vehicles owned or leased by the business:

Make: Chevrolet

Model: 2005 Chevy Pickups

Model Year: 2005

Current Mileage: 435 22146

Vehicle Identification Number: 1G1ET6286575

Servicing Dealer/City/State : Baierl

Selling Dealer/City/State : Baierl, Wexford, PA

Insurance Carrier : STATE FARM

Policy Number:

Has vehicle been in an accident/had body damage? Yes ☐ No ☒ Date of accident:

Description of Damage :

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 01/01/06 Mileage at purchase:

Lease Date: Mileage at lease:

Purchased As : ☒ New ☒ Used ☐ Demo

Leased As : ☐ New ☐ Used ☐ Demo

Is the vehicle in your possession? yes

Is the vehicle in your possession?

Lienholder's Name: GMAC

Leasing Company's Name:

Address: 10 Jex 3108

Address:

City/St/Zip: PITTSBURGH PA 15202

City/St/Zip:

Phone: (724) 261-1511

Phone:

Lienholder Acct # : 004-9082-57844

Leasing Company's Acct # :

Customer's Desired Outcome (Describe what you want done to resolve your concern)

Customer is seeking a buy back

Signature of Titled Owner(s):

Date 08/18/06

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

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1338

Privileged and Confidential Information

CASE ASSESSMENT BY: Natalie MacDonald

Siebel/CARS Request No: 1-423689315

Customer Name: [REDACTED]

Year of Vehicle: 2005

Make: Chevrolet

Model: Malibu Max

Current Mileage: 21,310

Vehicle ID No.: 1G1ZT62865F [REDACTED]

n Service Date: 10/15/2004

Purchased: Used

If used: Jan 19, 2006 @ 160124 miles

What is customer seeking: Repair or repurchase.

VEHICLE REPAIR HISTORY

CUSTOMER'S PRIMARY SYMPTOM/CONCERN

<u>Date:</u>	<u>Mileage:</u>	<u>Days Out:</u>	<u>Description of Repair:</u>
8/7/06	21 506	8	Steering/Suspension RO# 163199 Baierl Automotive Customer states: clunk in steering install SOP steering gear Special ordered steering gear assembly Align front suspension, Set toe
7/25/06	21 270	3	Steering/Suspension RO# 162501 Baierl Automotive Customer states: There is clunk in steering says was just fixed And now steering wheel is off center Road tested for steering wheel off enter perform Lead pull analysis. Ever small amount. Reset toe clunk in steering Extensive road test. Contacted TAC (case # 9078578) Informed to Remove intermediate steering shaft inspected, reinstalled. Noise still There. Ordered new power steering gear assembly.
6/20/06	21 115	11	Steering/Suspension RO# 160463 Baierl Automotive Customer states noise in steering Road tested installed special ordered steering gear assembly Swap tie rod ends, set toe
2/9/06	16 766	14	Steering/Suspension RO# 153076 Baierl Chevrolet Customer states: clunk/thump on left turns can be felt under Driver feet Road tested for concern of noise hearing clunk in front end raised in air Inspected under suspension sounds like intermediate steering shaft. Perform bulletin search as per PI#1716682 No Fix At This Time, will be Available soon

Team Manager Approval:

Date:

Privileged and Confidential Information

OTHER SYMPTOM/CONCERN:

Date:	Mileage:	Days Out:	Description of Repair:
8/7/06	21 506	N/A	RO # 163199 Baierl Automotive Customer states: drivers door is squeaking when opening NEC to clean and lubricate drivers door hinges
7/25/06	21 270	N/A	RO# 162501 Baierl Automotive Customer states: first thing in the morning when starts car Has a smell coming out of the vents Diagnosis found new updated software for after blower To run and dry out evaporator for odor.
6/20/06	21 115	N/A	RO# 160463 Baierl Automotive Body Left rear window weather-strip loose Installed left rear window lower sash, nec to remove rear Window channel, new part was different than original
5/31/06	19 907	1	RO# 159285 Baierl Automotive Brakes: customer states brakes pulsate Machine front rotors Body: customer states weather-strip on left rear door comes loose Ordered new sealing strip Body: customer states drivers door squeaks when opened Cleaned and lubricated all door opening weather-strips
4/15/06	18 601	1	RO# 110426 Sullivan Customer states severe brake vibration at 50 Cause: excessive rust Resurface both rear brake rotors
2/9/06	16 766	N/A	RO# 15307 Baierl Chevrolet Electrical: customer states check battery and electrical system/when Braking lights dim and HVAC fan slows Checked electrical system, batter good, checked alternator output (good) This condition is normal when ignition comes to idle MISC.: customer states: washers freeze in cold weather NEC to thaw out washers hoses and bottle, drain (water) and install Washer fluid

Total Days Out of Service: 38 (excluding days for customer pay reasons such as; Maintenance and Collision Repairs)

VEHICLE MEETS PRESUMPTION LEMON LAW? YES: ☒ NO: ☐

Team Manager Approval:

Date:

What is customer eligible for (based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Customer is eligible for repurchase/trade under GM summary. Customer is not eligible under state law due to fact vehicle was purchased used and first occurrence was after the first 12/12.

AVM and/or DEALER RECOMMENDATION(s):

DVM states; spoke with service manager and they have a steering gear on order, this did fix the customers problem before but it did come back in two months later, just made dlr aware of new bulletin out in June and made sure they ordered that gear, it has a tighter tolerance than the other. customer knows they have ordered a gear for him and this is not a safety issue, would not entertain repurchase

CRM RECOMMENDATION & RATIONALE (EXPLAIN):

CRS advised customer that dealership would like to do repair attempt, repair done, CRS offered customer CCL for steering, customer did not accept offer.

Decision reached by CRM: Arbitrate case: ☒ X Settle case: ☐

Team Manager Approval:

Date:



REPURCHASE DECISION OWNED VEHICLE

CASE: CHV0656812	Customer: [REDACTED]
VIN: 1G1ZT62865F [REDACTED]	Hearing Date: 09/28/06
Arbitrator: David M. Gilliland	Date: 11/10/06

Question 1

Vehicle (Year, Make, Model):

2005 Chevrolet, Malibu Max

Question 2

The manufacturer shall repurchase the above ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision, in accordance with the provisions of the applicable manufacturer Program Summary that set out the remedies to be included in a repurchase award: (Indicate with an "X")

a Under the lemon law

- OR -

b Not under the lemon law

X

Question 3

The following shall be deducted from the amounts paid by the manufacturer:

a If any amount is to be paid by the consumer for the consumer's use of the vehicle, please provide a dollar amount or formula (being certain to reference the mileage used) for the Reasonable Allowance for Use:

of miles on vehicle at hearing (23090) divided by 100,000 times
the purchase price before taxes, fees, and finance charges.

The Manufacturer may deduct for any damage beyond normal wear and tear that is not caused by a vehicle nonconformity and that is not repaired by the customer prior to the completion of this transaction.

The manufacturer shall provide the customer with a written statement of all amounts that will be paid under this decision. If there is a dispute as to any amounts that should be paid by the manufacturer, the customer may submit a written request to BBB AUTO LINE asking that the arbitrator resolve the dispute. BBB AUTO LINE must receive the customer's request no later than 10 days after the customer receives the manufacturer's statement of amounts that will be paid.

The arbitrator's resolution of the dispute will be provided to the parties in the form of a decision that the customer may accept or reject, and a rejection will be considered to be a rejection of this repurchase decision. The manufacturer's time for performance under this decision shall be extended by the number of days it takes to resolve the dispute submitted by the customer as to any amounts that should be paid by the manufacturer. .

At the time of repurchase, the customer will be responsible for turning over the

vehicle and providing clear title to the manufacturer. The vehicle shall have a current registration and be in a similar condition as it was at the time of the hearing, allowing for normal usage. The customer must also comply with all additional requirements in the section of the manufacturer *Program Summary* that sets out customer responsibilities if a repurchase is awarded.

If there is a lienholder, payment of any amounts due shall be made by the manufacturer to the customer and the lienholder as their respective interests appear on the records of ownership.

The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.

CASE: CHV0656612	Customer: [REDACTED]
Arbitrator: David M. Gilliland	Date: 11/10/06

**REASONS FOR DECISION FORM**

CASE: CHV0656612	Customer: [REDACTED]
VIN: 1G1ZT62865F [REDACTED]	Hearing Date: 09/28/06
Arbitrator: David M. Gilliland	Date: 11/10/06

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

repurchase

- b** For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case.)

Pennsylvania Lemon Law standards do not apply to this case; the car was not purchased by the current owner as a new and unused motorized vehicle.

Under rules of General Motors warranty claims not covered by the lemon law, the claim was timely filed, is eligible for consideration and is on an eligible vehicle: The claim was filed before two years had elapsed from the date the car was first put into service as a new vehicle on October 15, 2004; the claim is based on a defect in the material or workmanship that is covered by the General Motors New Vehicle Limited Warranty; and the vehicle is eligible based on ownership by any individual, operation in the United States of America, and coverage from a United States Warranty.

The vehicle has a defect that substantially interferes with the use, value and safety of the vehicle. Use and value are compromised when a noise is heard by owner, repair personnel, and any passenger or potential buyer. Safety is compromised when a noise or vibration distracts from the duties of the driver.

The manufacturer has had adequate opportunities to repair and has not succeeded in that endeavor.

While the technical expert did not confirm any abnormal or unusual noises, he did confirm that a squeaking noise was heard. This is the same noise that the arbitrator heard during test drive of the vehicle on one occasion. This noise is what the repair shops by their repair orders appear to be addressing for repair. And it is the noise that continues to exist in the vehicle. Documents submitted at the hearing confirm that General Motors issued bulletins for problems with the suspension, these bulletins were considered for the repairs to this vehicle, and the arbitrator concludes that the problem still exists on this vehicle.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the

<https://www.auto.bbb.org/scripts/cgiip.exe/WService=DevTest/snow/print.htm3.w?vcase=...> 11/10/2006

award is based and the number of repair attempts for each problem.

Problem: Noise in the suspension.

Repair attempts were made on Feb. 9, 2006; June 29, 2006; July 25, 2006; and August 7, 2006.

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

Some question here but the number of days is about 8.

Question 4

Was final notice given? (Yes / No / Not Applicable)

Yes

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

23,090

CASE: CHV0656612	Customer:	
Arbitrator: David M. Gilliland	Date: 11/10/06	



Case Number: 24624

Originator Name: Natalie MacDonald

Created Date: 12/11/2006

Vehicle Info

* VIN:	1G1ZT62865F [REDACTED]	MSRP:	22265.0	
Year:	2005	Make:	Chevrolet	Model: M
				M
* TAC Number:	9078578	Vehicle Comments & TAC Explanation:	Clunk in steering. TAC informed to remove intermedia steering shaft, inspected, reinstalled. Noise still there	
* Date Reviewed with Customer :	12/07/2006	* Repurchase Mileage:	23090	
Original Purchase Date:	01/14/2006	* Original Purchase Condition:	Used	

Vehicle Owner(s)

Entity Type:	Person			
* Name(s) on Title:	[REDACTED]	* Title State:	PA	
* Primary Owner:	[REDACTED]			
* Address:	[REDACTED]			
* City:	Pittsburgh	* State:	PA	* ZIP Code: 15
* Day Phone:	[REDACTED]	Evening Phone:	[REDACTED]	Cell Phone:
E-mail:		Fax Phone:		

Repurchase

* Reason: Clunk in steering.

UCC Codes

UCC 1 UCC 2 UCC 3 UCC 4 UCC 5
M0110

Vehicle Lien Holder

Type of Secured Interest:	Standard Lien	* Company Name:	GMAC	Account #:
Contact or Attention:				
Address:				
City:		State:	AL	ZIP Code:
* Day Phone:	800-200-4622	Fax:		E-mail/Web:

Original Selling Dealer*** Dealer Number:** 113517**Dealer Name:** BAIERL CHEVROLET INC**Region:** D
40*** Phone:** (724) 935-3711**Fax:** (724) 940-2101*** Contact Name:** Jeff Knock*** Contact Title:** General Manager**E-mail:****Repurchasing Dealer: [Same as Selling Dealer]****Repair Dealer***** Contact Name:***** Contact Title:****Vehicle Location: [Same as Selling Dealer]****Transaction Details:****Siebel Request #:** 1-423689315*** Disposition:** Unselected Auction*** Transaction State:** PA*** Transaction
Type:** Straight Repurchase*** Transaction Source:** ADR BBB Mandated**Replacement VIN:****MSRP:** 0.0**Repurchase***** Processing Instructions:** no special instructions**Disposition***** Disposition Instructions:** no special instructions**Transaction Details**

Group	Responsible	Formula	Additional Explanation	Value
Usage	Use Lemon Law	NA	Usage per Lemon Law	975.17
Sales Tax	Customer	NA	Sales Tax	0
State/Gov Fees	Customer	NA	Fees	0
After Market Item(s)	Does Not Apply	NA	No Aftermarket Items	0
Negative Equity	Customer	NA	Negative Equity	0
Over Allowance Amount	Customer	NA	Over Allowance	100.00

[Print](#) [Close](#)

Overallowance/Incentives/Negative Equity Form (non-Florida)**Customer:** [REDACTED]**Request #:** 1-427855291**BBB#:** CHV0656612

This form may be used to identify possible overallowance or negative equity and to determine any customer incentives which were paid, but may not be easily identifiable on a Bill of Sale.

You must determine the TRUE purchase price of a vehicle and identify any over allowance and/or incentives prior to arbitration or voluntary repurchase.

*** PLEASE NOTE: IF BALANCE OWED / LOAN CLOSEOUT AMOUNT IS HIGHER THAN ACV, THIS IS CONSIDERED NEGATIVE EQUITY!**

Purchase Price (from dealer Bill of Sale before tax, tag, etc)	\$13 999.00
MSRP (from BARS Invoice) <i>Note: If GMS price, use in place of MSRP price</i>	\$22 265.00
Difference (If positive, look for Over Allowance) If no Trade in, have Dealer explain why customer paid more than MSRP.	\$-8 266.00

Trade Allowance (from dealer Bill of Sale)	\$800.00
Actual Cash Value Statement	\$700.00
Difference (if positive, this is the overallowance)	\$100.00

Payoff or Lien amount from Bill of Sale <i>(If dealer added negative equity into contract, do not subtract)</i>	\$N/A
Actual Cash Value Statement	\$700.00
Difference (if positive, this is the negative equity)	\$-700.00

<u>If Over Allowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Manager before submitting information to BBB</u>	
Purchase Price (from dealer Bill of Sale before tax, tag, etc.)	\$13 999.00
Incentives not included in Purchase Price (from BARS) minus <i>(Do not include fuel fill credit or dealer incentives. GM Card Points must be included)</i>	\$N/A

Overallowance and/or Negative Equity minus	\$100.00
Actual price of Vehicle that should be presented to BBB for ATA	\$14 099.00

Mandatory Repurchase

☐ BBB Case Straight

COMPLIANCE DATE 01/06/07

ADR REQUEST NUMBER 1-423689315

CUSTOMER NAME [REDACTED]

LAST SIX OF VIN 5F [REDACTED]

ADR CRM Natalie MacDonald **EXT.** 21551

AVM Ted Wong **PHONE** 914055 8049

DATE ACCEPTANCE RECEIVED November 17, 2006

NUMBER OF DAYS FOR COMPLIANCE 26

TEAM MANAGERS SIGNATURE _____

ADR Exceptions that need to be paid i.e. over allowance and negative equity.

COMMENTS/REASON FOR EXCEPTION:

File will be returned without all information above completed.

ADR REPURCHASE CHECKLIST

Once completed, this document should be attached to the SR.

- ☒ Cover sheet denoting a **Request #** and whether the case is a Voluntary or Mandatory Repurchase with information completed (on front of file)
- ☒ PRA FORM (Voluntary Repurchase only)
- ☐ Both VINS on Trade Repurchase Or vehicle order number. Need order # or VIN on all cases except Mandates
- ☒ Invoice on original vehicle (from BARS)-old VIN & new VIN if a trade
- ☐ Incentive Acknowledgement Form
- ☒ Signed Bill of Sale on original vehicle
- ☒ Copy of the title or registration, if unobtainable, then copy of Title Need current registration in CA
- ☒ Agreement to Arbitrate (For CA cases, attach the CCF)
- ☐ Repair Orders (**KY and FL only**)
- ☐ Invoice for any conversion package (**if applicable**)
- ☐ Receipts for any after-market items (**if applicable**)
- ☒ BBB ruling/lemon law ruling and/or BBB settlement letter (**if applicable**)
- ☒ Signed customer acceptance of decision for Mandatory Repurchases
- ☒ Financial Institution information including: account #, phone # & Institution name
- ☒ Overallowance/Incentives/Negative Equity Form
- ☒ ACV on trade-in documented
- ☒ Copy of the Customer Claim Form (CCF) only on Mandates
- ☐ Applicable Attorney Information: Firm Name, Contact Person, Federal Tax I.D., Phone #

Mandatory Repurchase

☐ BBB Case Straight

COMPLIANCE DATE 01/06/07

ADR REQUEST NUMBER 1-423689315

CUSTOMER NAME [REDACTED]

LAST SIX OF VIN 5F [REDACTED]

ADR CRM Natalie MacDonald **EXT.** 21551

AVM Ted Wong **PHONE** 914055 8049

DATE ACCEPTANCE RECEIVED November 17, 2006

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COMMENTS/REASON FOR EXCEPTION:

File will be returned without all information above completed.

12/11/06

**Case Number: 24624**

Originator Name: Natalie MacDonald

Created Date: 12/11/2006

Vehicle Info

* VIN:	1G1ZT62865F [REDACTED]	MSRP:	22265.0	
Year:	2005	Make:	Chevrolet	Model: M M
* TAC Number:	[REDACTED]	Vehicle Comments & TAC Explanation:	Clunk in steering. TAC informed to remove interned steering shaft, inspected, reinstalled. Noise still there	
* Date Reviewed with Customer:	12/07/2006	* Repurchase Mileage:	23090	
Original Purchase Date:	01/14/2006	* Original Purchase Condition:	Used	

Vehicle Owner(s)

Entity Type:	Person		
* Name(s) on Title:	[REDACTED]	* Title State:	PA
* Primary Owner:	[REDACTED]		
* Address:	[REDACTED]		
* City:	Pittsburgh	* State:	PA
* Day Phone:	[REDACTED]	Evening Phone:	[REDACTED]
E-mail:		Fax Phone:	
		* ZIP Code:	15
		Cell Phone:	

Repurchase

* Reason: Clunk in steering.

UCC Codes

UCC 1 UCC 2 UCC 3 UCC 4 UCC 5
M0110

Vehicle Lien Holder

Type of Secured Interest:	Standard Lien	* Company Name:	GMAC	Account #:
Contact or Attention:				
Address:				
City:		State:	AL	ZIP Code:
* Day Phone:	800-200-4622	Fax:		E-mail/Web:

2005 MALIBU LS MAXX
33U LIGHT DRIFTWOOD METALLIC /V6G
52E NEUTRAL CUSTOM CLOTH
ORDER NO. HNPKKC/FDR STOCK NO.
VIN 1G1 ZT62 86 5F

CHEVROLET MOTOR DIVISION
GENERAL MOTORS CORPORATION
100 RENAISSANCE CENTER
DETROIT MI 48243-1114
VEHICLE INVOICE 1AD51647922

*****13*07485S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	FLEET
1ZT68 MALIBU LS MAXX	21260.00	18815.10	INVOICE 10/14/04
B37 FLOOR MATS	80.00	69.60	SHIPPED 10/14/04
FCH FLT-HERTZ RENT A CAR	0.00	0.00	EXP I/T 10/30/04
FE9 50-STATE EMISSIONS	N/C	N/C	INT COM 11/05/04
LX9 3.5L V6 ENGINE	0.00	0.00	PRC EFF 08/18/04
MX0 4-SPEED AUTO TRANSMISSION	0.00	0.00	KEYS G0569 G0569
T43 REAR WIPER AND SPOILER	300.00	261.00	WFP-S MTH OPT-2
VK3 FRONT LICENSE PLATE BRACKET	0.00	0.00	FAN: 000806869
VN9 DAILY RENTAL REPURCHASE PROGRAM	0.00	0.00	BANK: GMAC - 005
V2G FULL FUEL FILL CREDIT	0.00	21.29-	CHG-TO 07-485
YT1 DAILY RENTAL FLAT RATE DEPREC.	0.00	0.00	SHIP-TO 45-082
			HERTZ CORPORATION
			MIAMI FL

SHIP WT: 3372
HP: 32.9
MRM: 22265.00
CUST PO NUMBER:
130135387934
MEMO 1082.00

TOTAL MODEL & OPTIONS	21640.00	19124.41	ACT 231 19749.41
DESTINATION CHARGE	625.00	625.00	

TOTAL 22265.00 19749.41 PAY 310 19749.41

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY GMAC.

JAMES WOOD CHEV OLDS/THE HERTZ CORP

REMIT TO GMAC NO. 005
VIN 1G1ZT62865F
\$ 19749.41 INV 1AD51647922
DUE 11/05/04 DEALER 07-485

KIA • CADILLAC • HONDA • MITSUBISHI • ACURA • TOYOTA

**BAIERL
AUTOMOTIVE**

Definitely Worth the Trip.

ROUTE 18, WEXFORD, CRANBERRY TWP, PA

PURCHASER

STREET ADDRESS

CITY PGH

STATE PA ZIP

RES. PHONE

BUS. PHONE

CUSTOMER #

69592

SOCIAL SEC. #

EMAIL

DRIVERS #

PLEASE ENTER MY RETAIL ORDER (FOR THE FOLLOWING):

☐ DEMO☐ NEW☒ CAR

SALESMAN DAVID GING

☒ USED☐ TRUCK

YEAR 2005

MAKE CHEVROLET

MODEL MALIBU LS

BODY TYPE

MAX

COLOR TAN

TRIM LS

MILEAGE 16124

TO BE DELIVERED

01/14/2006

ON OR ABOUT

20

STOCK NO.

VP5303

SERIAL #

1 6 1 2 T 6 2 8 6 5 F

69596 USED VEHICLE TRADE IN

1995 OLDSMOBILE EIGHTY-EIGHT 4 DOOR SED COLOR

TRIM ROYALE

VIN 1 8 3 H N 5 Z K 6 S 4 8

TITLE#801350

EXP. DATE

09/30/2006

OWED TO:

PHONE:

ADDRESS:

AMOUNT \$

NA

GOOD UNTIL

VERIFIED BY:

DATE:

TIME:

INSURANCE CO.

STATE FARM MUTUAL INS

EFF. DATE

10/02/05

POLICY NO.

885658002-38

EXP. DATE

04/02/06

AGENT

CHAD GREGORINI

PHONE NO.

(412)784-8855

AGENT ADDRESS

ANTI-THEFT SYSTEM

RUST • PAINT • FABRIC • U/COAT

MECHANICAL AGREEMENT

MO.

48

MILES

40000

750.00

TOTAL

\$ 14749.00

TRADE ALLOW, AND/OR DISCOUNTS

800.00

TAXABLE AMOUNT

\$ 13949.00

SALES TAX %

COUNTY

976.43

DOCUMENT FEE

DEALER PHONE FEE

40.00

LICENSE & TITLE FEES & TIRE TAX

95.00

PAYOFF ON TRADE

NA

TOTAL

\$ 15060.43

DOWN PAYMENT

CASH DUE ON DELIVERY

7257.93

UNPAID BALANCE DUE

\$ 7802.50

WARRANTY INFORMATION☐ FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle.

The seller hereby expressly disclaims all warranties, either expressed 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 liability in connection with the sale of this item/vehicle.

☐ USED CAR WARRANTY - Used car is covered by a limited warranty described in a separate document.☐ AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repair or replacement and the dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/vehicle.

PURCHASER'S SIGNATURE X

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF THE SALE.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH ITEMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED.

Purchaser by his execution of this Order certifies that he is of legal age or older and is competent to execute this Order and that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE

DATE

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: SEP 30, 2007 VALID: 08/03/06

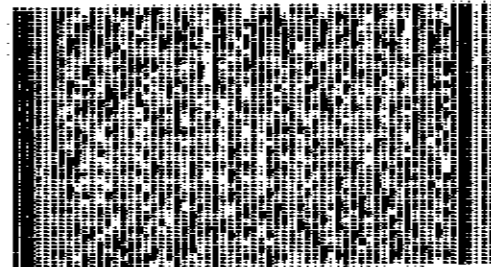
PLATE: [REDACTED] EH
TITLE: [REDACTED]
VIN: 1G1ZT62865F [REDACTED]
YR/MAKE: 2005 CHEVROLET
TYPE: SDH
WID: 06215 3903 191635-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ALLEGHENY

[REDACTED]
PITTSBURGH PA
[REDACTED]

Change your address online at: www.state.pa.us Pa Keyword "DMV"

[REDACTED]
[REDACTED]
I hereby acknowledge this day that I have received
notice of the provisions of Section 3709 of the Vehicle
Code.





Council of Better Business Bureaus, Inc.

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Phone 800.955.5100 Fax 703.247.9700

AGREEMENT TO ARBITRATE

Date: 09/06/06

Case Number: CHV0656612

Customer: [REDACTED]

Business: Chevrolet

Mfr-Info: 1716 PA 1G1ZU54805F [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Malibu Max
Year : 2005

All parties named above submit to arbitration the following:

- * Vehicle has noise in suspension
- * Problems with steering

The parties have come to agreement on the following:N/A

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase/Replacement
Manufacturer : Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are:
Purchase price: (reflects the deduction of a rebate, if applicable)

*
*
*
*
*
*

(* Indicates additional remedies that can only be included if a lemon law repurchase is awarded)

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:N/A



REPURCHASE DECISION OWNED VEHICLE

CASE: CHV0656812	Customer: [REDACTED]
VIN: 1G1ZT62865F [REDACTED]	Hearing Date: 09/28/06
Arbitrator: David M. Gilliland	Date: 11/10/06

Question 1

Vehicle (Year, Make, Model):

2005 Chevrolet, Malibu Max

Question 2

The manufacturer shall repurchase the above ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision, in accordance with the provisions of the applicable manufacturer Program Summary that set out the remedies to be included in a repurchase award: (Indicate with an "X")

a Under the lemon law

- OR -

b Not under the lemon law

X

Question 3

The following shall be deducted from the amounts paid by the manufacturer:

a If any amount is to be paid by the consumer for the consumer's use of the vehicle, please provide a dollar amount or formula (being certain to reference the mileage used) for the Reasonable Allowance for Use:

of miles on vehicle at hearing (23090) divided by 100,000 times
the purchase price before taxes, fees, and finance charges.

The Manufacturer may deduct for any damage beyond normal wear and tear that is not caused by a vehicle nonconformity and that is not repaired by the customer prior to the completion of this transaction.

The manufacturer shall provide the customer with a written statement of all amounts that will be paid under this decision. If there is a dispute as to any amounts that should be paid by the manufacturer, the customer may submit a written request to BBB AUTO LINE asking that the arbitrator resolve the dispute. BBB AUTO LINE must receive the customer's request no later than 10 days after the customer receives the manufacturer's statement of amounts that will be paid.

The arbitrator's resolution of the dispute will be provided to the parties in the form of a decision that the customer may accept or reject, and a rejection will be considered to be a rejection of this repurchase decision. The manufacturer's time for performance under this decision shall be extended by the number of days it takes to resolve the dispute submitted by the customer as to any amounts that should be paid by the manufacturer. .

At the time of repurchase, the customer will be responsible for turning over the

vehicle and providing clear title to the manufacturer. The vehicle shall have a current registration and be in a similar condition as it was at the time of the hearing, allowing for normal usage. The customer must also comply with all additional requirements in the section of the manufacturer *Program Summary* that sets out customer responsibilities if a repurchase is awarded.

If there is a lienholder, payment of any amounts due shall be made by the manufacturer to the customer and the lienholder as their respective interests appear on the records of ownership.

The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.

CASE: CHV0656612	Customer: [REDACTED]
Arbitrator: David M. Gilliland	Date: 11/10/06

**REASONS FOR DECISION FORM**

CASE: CHV0656612	Customer: [REDACTED]
VIN: 1G1ZT62865F [REDACTED]	Hearing Date: 09/28/06
Arbitrator: David M. Gilliland	Date: 11/10/06

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

repurchase

- b** For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case.)

Pennsylvania Lemon Law standards do not apply to this case; the car was not purchased by the current owner as a new and unused motorized vehicle.

Under rules of General Motors warranty claims not covered by the lemon law, the claim was timely filed, is eligible for consideration and is on an eligible vehicle: The claim was filed before two years had elapsed from the date the car was first put into service as a new vehicle on October 15, 2004; the claim is based on a defect in the material or workmanship that is covered by the General Motors New Vehicle Limited Warranty; and the vehicle is eligible based on ownership by any individual, operation in the United States of America, and coverage from a United States Warranty.

The vehicle has a defect that substantially interferes with the use, value and safety of the vehicle. Use and value are compromised when a noise is heard by owner, repair personnel, and any passenger or potential buyer. Safety is compromised when a noise or vibration distracts from the duties of the driver.

The manufacturer has had adequate opportunities to repair and has not succeeded in that endeavor.

While the technical expert did not confirm any abnormal or unusual noises, he did confirm that a squeaking noise was heard. This is the same noise that the arbitrator heard during test drive of the vehicle on one occasion. This noise is what the repair shops by their repair orders appear to be addressing for repair. And it is the noise that continues to exist in the vehicle. Documents submitted at the hearing confirm that General Motors issued bulletins for problems with the suspension, these bulletins were considered for the repairs to this vehicle, and the arbitrator concludes that the problem still exists on this vehicle.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the

<https://www.auto.bbb.org/scripts/cgiip.exe/WService=DevTest/snow/printhtm3.w?vcase=...> 11/10/2006

award is based and the number of repair attempts for each problem.

Problem: Noise in the suspension.

Repair attempts were made on Feb. 9, 2006; June 29, 2006; July 25, 2006; and August 7, 2006.

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

Some question here but the number of days is about 8.

Question 4

Was final notice given? (Yes / No / Not Applicable)

Yes

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

23,090

CASE: CHV0656612	Customer:
Arbitrator: David M. Gilliland	Date: 11/10/06



RESPONSE TO CORRECTION / CLARIFICATION

CASE: chv0656612	Customer: [REDACTED]
Arbitrator: David M. Gilliland	Date: 12/05/06

Question 1

I/We have received a request for (indicate with X):

a Correction

b Clarification

X

c The following is my/our determination on this matter:

Mileage adjustment shall be based on the mileage of the vehicle from the purchase on January 14, 2006 (16,124) until the hearing on September 28, 2006 (23,090).

d This decision is based on the following:

This vehicle was purchased as a used vehicle. The price at the time of purchase of any used vehicle reflects the current mileage of the vehicle. In recognition of this consideration, owners and dealerships are required to sign disclosures that acknowledge the odometer reading and its accuracy. Otherwise similar vehicles will sell at prices with higher mileage vehicles receiving lower prices than lower mileage vehicles.

All adjustments to this vehicle's value shall be based on the usage by this customer. He shall have the value reduced by the mileage he placed on the vehicle (6,966 miles) from the purchase until the hearing.

CASE: chv0656612	Customer: [REDACTED]
Arbitrator: David M. Gilliland	Date: 12/05/06



Council of Better Business Bureaus, Inc.

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Phone 800.955.5100 Fax: 703.247.9700

ACCEPTANCE OR REJECTION OF DECISION

Date: 11/10/06

Case Number: CHV0656612

Customer: [REDACTED]

Business: Chevrolet

Mfr-Info: 1716 PA 1G1ZT62865F [REDACTED]

If this form is not received in our office within 14 days from the date of the cover letter, the decision will be considered rejected. You may return it to the BBB via fax at 1.703.247.9700.

Please check one of the following.

☒ I ACCEPT THE ARBITRATION DECISION. I understand this means:

- * the business will be legally bound to abide by this decision; and,
- * I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

You must do the following if you have been awarded a repurchase/replacement award and accept it:

- 1) Contact your financial company to provide permission to release payment and payoff information to the manufacturer in order to complete the repurchase/replacement transaction.

Indicate the date you have done this: November 10th, 2006

- 2) Please provide the full name of your financing company GMAC

Account Number [REDACTED]

Mailing address PO Box 3100

City Midland State Texas Zip 79702

Telephone number 1 800 200 4622 Fax number Not available

☐ I REJECT THE ARBITRATION DECISION. I understand this means:

- * I may pursue other legal remedies under state or federal law;
- * depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
- * the business will not be obligated to perform any part of the decision; and,
- * this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): [REDACTED]

Date: 11/10/2006

RETAIL INSTALMENT SALE CONTRACT

GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

Buyer (and Co-Buyer) - Name and address (include county and zip code)

Creditor (Seller name and address)

PGH PA

CO: ALLEGHENY

BAIERL CHEVROLET INC.
10430 PERRY HWY
WEXFORD PA 15090

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay us, the Creditor, the Amount Financed and Finance Charge according to the payment schedule shown below. We will figure the Finance Charge on a daily basis.

New or Used	Year	Make and Model	Vehicle Identification No.	Primary Use for Which Purchased
USED	2006	CHEVROLET MALIBU LS	1G1X732E65F	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>

Your trade-in is a: Year 1995 Make OLDSMOBILE Model EIGHTY-EIGHT

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 2.90%	The dollar amount the credit will cost you. \$ 353.67	The amount of credit provided to you or on your behalf. \$ 7802.50	The amount you will have paid after you have made all payments as scheduled. \$ 8156.16	The total cost of your purchase on credit, including your downpayment of \$ 3057.93 is \$ 16214.09

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
36	\$ 226.56	Monthly beginning 02/14/2006	

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash price (including any accessories, services, and taxes)	\$ 14875.43 (1)
2 Total downpayment = (If negative enter "0" and see line 4H below)	
Gross trade-in \$ 800.00	-payoff by seller \$ N/A
= net trade-in \$ 800.00	+ cash \$ 7257.53
+ other (describe) N/A	\$ N/A
3 Unpaid balance of cash price (1 minus 2)	\$ 8057.93 (2)
4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts):	
A Cost of optional credit insurance paid to the insurance company or companies	
Life \$ N/A	
Disability \$ N/A	
B Other insurance paid to the insurance company	
(describe) \$ N/A	
C Official fees paid to government agencies	\$ 30.00
D Government taxes not included in cash price	\$ N/A
E Government license and/or registration fees	\$ 6.00
F Government certificate of title fees (includes \$ security interest recording fee)	\$ 27.50
G Other charges (Seller must identify who is paid and describe purpose)	
to BAIERL CHEVROLET for NOTARY FEE	\$ 750.00
to BAIERL CHEVROLET for DOC FEE	\$ 5.00
to N/A for N/A	\$ 25.00

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance.

☐ Credit Life: ☐ Buyer ☐ Co-Buyer
Term N/A

☐ Credit Disability (Buyer Only)
Term N/A

Premium:
Credit Life \$ N/A
Credit Disability \$ N/A

(Insurance Company)

N/A
(Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

(Insurance Company)

(Home Office Address)

I want the insurance checked above.

Disability	\$	N/A	\$	N/A
B Other insurance paid to the insurance company (describe)	\$	N/A	\$	N/A
C Official fees paid to government agencies	\$	10.00	\$	N/A
D Government taxes not included in cash price	\$	N/A	\$	N/A
E Government license and/or registration fees	\$	6.00	\$	6.00
F Government certificate of title fees (includes \$ security interest recording fee)	\$	27.50	\$	27.50
G Other charges (Seller must identify who is paid and describe purpose)	\$	750.00	\$	750.00
to BAIERL CHEVROLET for NOTARY FEE	\$	5.50	\$	5.50
to BAIERL CHEVROLET for NOT FEE	\$	55.00	\$	55.00
to N/A for N/A	\$	N/A	\$	N/A
to N/A for N/A	\$	N/A	\$	N/A
to N/A for N/A	\$	N/A	\$	N/A
to N/A for N/A	\$	N/A	\$	N/A
H Net trade-in payoff to	\$	N/A	\$	N/A
Total other charges and amounts paid to others on your behalf	\$	885.00	\$	885.00 (4)
5 Amount financed (3 + 4)	\$	7802.50	\$	7802.50 (5)
6 Finance charge	\$	353.80	\$	353.80 (6)
7 Total of payments - time balance (5 + 6)	\$	8156.30	\$	8156.30 (7)

named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

☐ N/A Type of Insurance Term

Premium \$ N/A

N/A (Insurance Company)

(Home Office Address)

I want the insurance checked above.

X Buyer Signature Date

X Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

If you do not meet your contractual obligations, you may lose your motor vehicle.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

See back for other important agreements.

Do not sign this contract on a Sunday.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Notice to Buyer.

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs Date 01/14/2006 Co-Buyer Signs X Date

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Date 01/14/2006 Co-Buyer Signs X Date

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Date Address

Creditor Signs X Date 01/14/2006 By X Title

Seller assigns its interest in this contract to: ☐ General Motors Acceptance Corporation (GMAC), ☐ GMACAB, ☐ Nuvel Credit Corporation, under the terms of Seller's agreement(s) with assignee.

Assigned with recourse

BAIERL CHEVROLET INC. Assigned without recourse or with limited recourse

Seller By Title Seller By Title

Overallowance/Incentives/Negative Equity Form (non-Florida)

Customer:



Request #: 1-427855291

BBB#: CHV0656612

This form may be used to identify possible overallowance or negative equity and to determine any customer incentives which were paid, but may not be easily identifiable on a Bill of Sale.

You must determine the TRUE purchase price of a vehicle and identify any over allowance and/or incentives prior to arbitration or voluntary repurchase.

*** PLEASE NOTE: IF BALANCE OWED / LOAN CLOSEOUT AMOUNT IS HIGHER THAN ACV, THIS IS CONSIDERED NEGATIVE EQUITY!**

Purchase Price (from dealer Bill of Sale before tax, tag, etc)	\$13 999.00
MSRP (from BARS Invoice) <i>Note: If GMS price, use in place of MSRP price</i>	\$22 265.00
Difference (If positive, look for Over Allowance) If no Trade in, have Dealer explain why customer paid more than MSRP.	\$-8 266.00

Trade Allowance (from dealer Bill of Sale)	\$800.00
Actual Cash Value Statement	\$700.00
Difference (if positive, this is the overallowance)	\$100.00

Payoff or Lien amount from Bill of Sale <i>(If dealer added negative equity into contract, do not subtract)</i>	\$N/A
Actual Cash Value Statement	\$700.00
Difference (if positive, this is the negative equity)	\$-700.00

<u>If Over Allowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Manager before submitting information to BBB</u>	
Purchase Price (from dealer Bill of Sale before tax, tag, etc.)	\$13 999.00
Incentives not included in Purchase Price (from BARS) minus <i>(Do not include fuel fill credit or dealer incentives. GM Card Points must be included)</i>	\$N/A
Overallowance and/or Negative Equity minus	\$100.00
Actual price of Vehicle that should be presented to BBB for ATA	\$14 099.00

WORK CHART

JAN 19 2006

Date 01/14/2006

69592

FACT NAME(S) FOR TITLE

CO-BUYER (CONTACT ONLY)

STREET

CITY PGH

PA

PA

ZIP

PHONE NUMBERS: RESIDENCE

WORK

INVOICE # 115527

Stock # VP5303

LIST PRICE	\$	13999.00
DEALER INSTALL	\$	N/A
		N/A
		N/A
U-COAT/R-ROOF/Z-BART	\$	N/A
WARRANTY TYPE 48 MO/40000 MILES	\$	750.00
TOTAL PRICE	\$	14749.00
DISCOUNT	\$	N/A
DELIVERED PRICE	\$	14749.00
SALES TAX ON \$ 13949.00	\$	976.43
LICENSE AND FEES	\$	135.00
		N/A
TOTAL DUE	\$	15860.43

DEPOSIT #	\$	N/A
C. O. D. #	\$	7257.93
ON A/C O.K.	\$	N/A
TOTAL	\$	7257.93
USED CAR ALLOWANCE	\$	800.00
PAY OFF	\$	N/A
NET ALLOWANCE	\$	800.00

TOTAL CREDIT	\$	8057.93
BALANCE DUE	\$	7802.50
INSURANCE P-D-I-MECH	\$	N/A
DEDUCT() TYPE()	\$	N/A
LIFE INSURANCE	\$	N/A
A. & H. INSURANCE	\$	N/A
TOTAL AMOUNT FINANCED	\$	7802.50
A-P-R 2.90 % FIN. CHARGES	\$	353.66
AMOUNT OF CONTRACT	\$	8156.16

INSURANCE COMPANY	STATE FARM MUTUAL INS
POLICY #	04/02/2006
AGENT CHAD GREGORINI	EXP. DATE (412)784-8855
PHONE	

PLATE #	TEMP. OR TRANSFER
EXPIRATION DATE	
FROM SERIAL NO.	

MAKE	CHEVROLET	YEAR	2005
	(New-Used-Demo)		
MODEL	MALIBU LS	COLOR	TAN
SERIAL #	1G1ZTG2865F		
KEY #	IGN TT	DOOR	
DATE ACQUIRED	01/14/2006	MILEAGE	16124
FORMER OWNER			

USED TRADE	#	VP5303A	
MAKE	OLDSMOBILE	YEAR	1995
MODEL	EIGHTY-EIGHT	COLOR	Tan
SERIES	4 DOOR SEDAN	MILEAGE	69596
EQUIPMENT			
SERIAL #	1G3HN52K6S48		
TITLE #			

INVENTORY VALUE 700

SECOND TRADE	#		
MAKE		YEAR	
MODEL		COLOR	
SERIES		MILEAGE	
EQUIPMENT			
SERIAL #			
TITLE #			N/A
INVENTORY VALUE	\$		

PAY OFF TO:	
ADDRESS	

ACT. # GOOD TILL

ENCUMBRANCE AMOUNT \$	
TO	GMAC
	P.O. BOX 8141
	COCKEYSVILLE MD 21030

NOTE	
	GMAC
FINANCE COMPANY	226.56
#	PAYMENTS 47.0006

Customer Claim Form

Contact Date: 07/27/06

Start Date:

Case Number: CHV0656612

Have you contacted the mfr regarding your claim? ☒ YES ☐ NO

Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? ☒ YES ☐ NO

If yes, name of provider: BBB Date: Case Number: CHV 0656612

Titled Owner(s) Name&Address

PITTSBURGH, PA

Day Phone:

Evening Phone:

Cell Phone:

Fax Number:

E-mail Address:

Customer Contact Info:

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title: Jens Elmcke

Vehicle Use: ☒ Personal ☐ Business ☐ Both Percentage of time vehicle used for business purposes:

Transmission Type: Automatic Number of vehicles owned or leased by the business:

Make: Chevrolet Model: 2005 Chevy Pickups Model Year: 2005 Current Mileage: 22144

Vehicle Identification Number: 1G1ZT6286125

Servicing Dealer/City/State : Baierl

Selling Dealer/City/State : Baierl, Wexford, PA

Insurance Carrier : STATE FARM Policy Number:

Has vehicle been in an accident/had body damage? Yes ☐ No ☒ Date of accident:

Description of Damage :

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 01/01/06 Mileage at purchase:

Lease Date: Mileage at lease:

Purchased As : ☒ New ☒ Used ☐ Demo

Leased As : ☐ New ☐ Used ☐ Demo

Is the vehicle in your possession? yes

Is the vehicle in your possession?

Lienholder's Name: GMAC

Leasing Company's Name:

Address: 10 Oak 3100

Address:

City/St/Zip: Midland TX 79702

City/St/Zip:

Phone: (214) - 201-1111

Phone:

Lienholder Acct #: 004-9052-57844

Leasing Company's Acct #:

Customer's Desired Outcome (Describe what you want done to resolve your concern)

Customer is seeking a buy back

Signature of Titled Owner(s):

Date 08/18/06

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

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1338

JENS EUNCKE

VP5303

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SAVERL CHEVROLET INC. (transferor's name, Print)

state that the odometer now reads 16124 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	MALIBU LS	MAX
VEHICLE IDENTIFICATION NUMBER		YEAR
1G1ZT62865F		2005

X [REDACTED]

SAVERL CHEVROLET INC.

PRINTED NAME

[REDACTED]

TRANSFEROR'S ADDRESS (STREET)

WEXFORD PA [REDACTED]

CITY STATE ZIP CODE

0111472006

[REDACTED]

TRANSFEROR'S SIGNATURE

[REDACTED]

PRINTED NAME

[REDACTED]

TRANSFEREE'S NAME

[REDACTED]

TRANSFEREE'S ADDRESS (STREET)

FGH PA [REDACTED]

CITY STATE ZIP CODE

0000A-103-N (6-83)

Revised and Reprinted

BAIERL
AUTOMOTIVE

Definitely Worth the Trip.

Baierl Automotive10430 Perry Hwy.
Wexford, PA 15090
T 724.935.3711
F 724.940.2101FACSIMILE COVER SHEETDATE: 9-18-06PLEASE DELIVER THE FOLLOWING TO: NatalieFROM: Jay GagneWE ARE TRANSMITTING 31

PAGES (INCLUDING THIS COVER SHEET)

OUR FAX#: (724) 940-2101

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (724) 940-_____

THANK YOU

IMPORTANT NOTICE

THIS MESSAGE IS INTENDED FOR THE USE OF THE ADDRESSEE ONLY. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR THAT DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND RETURN THE ORIGINAL MESSAGE TO THE ABOVE ADDRESS VIA THE US POSTAL SERVICE. THANK YOU.



ACURA
CADILLAC
CHEVROLET
HONDA
KIA
MITSUBISHI
SCION
TOYOTA

BAIERL AUTOMOTIVE

Definitely Worth the Trip.

ROUTE 19, WEXFORD, CRANBERRY TWP., PA

PLEASE ENTER MY RETAIL ORDER (FOR THE FOLLOWING):

DAVID GING

SALESMAN

☐ DEMO

☐ NEW

☒ CAR

☒ USED

☐ TRUCK

YEAR 2005

MAKE CHEVROLET

MODEL MALIBU LS BODY TYPE MAX

COLOR TAN

TRIM LS

MILEAGE 16124

TO BE DELIVERED 01/14/2006

STOCK NO. VP5303

SERIAL #

1 6 1 2 T 6 2 8 6 5 F

ON OR ABOUT

20

STOCK NO.

VP5303

69596 USED VEHICLE TRADE IN

LIST PRICE OF VEHICLE

\$ 15555.00

1995 OLDSMOBILE EIGHTY-EIGHT 4 DOOR SED

DEALER INSTALLED ITEMS:

TRIM ROYALE VIN 1 B 3 H N 5 Z K 6 S 4

TRAILER 801350

PLATE NO. FGL4498

EXP. DATE 09/30/2006

OWED TO:

PHONE:

ADDRESS:

AMOUNT \$ NA

GOOD UNTIL

VERIFIED BY:

DATE:

TIME:

INSURANCE CO. STATE FARM MUTUAL INS

EFF. DATE 10/02/05

ANTI-THEFT SYSTEM

POLICY NO. 885658002-38

EXP. DATE 04/02/06

RUST - PAINT - FABRIC - U/COAT

AGENT CHAD GREGORINI

PHONE NO. (412)784-8855

MECHANICAL AGREEMENT

AGENT ADDRESS

MO. 48 MILES 40000 750.00

TOTAL \$ 14749.00

TRADE ALLOW, AND/OR DISCOUNTS 800.00

TAXABLE AMOUNT \$ 13949.00

SALES TAX % COUNTY 976.43

DOCUMENT FEE

DEALER BOND FEE 40.00

LICENSE & TITLE FEES & TIRE TAX 95.00

PAYOFF ON TRADE NA

TOTAL \$ 15060.43

DOWN PAYMENT

CASH DUE ON DELIVERY 7257.93

UNPAID BALANCE DUE \$ 7802.50

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The seller hereby expressly disclaims all warranties, either expressed 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 liability in connection with the sale of this item/terms.

☐ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.

☐ AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairs or decreasing any defect which exists or that may occur in the vehicle.

PURCHASER'S SIGNATURE X

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF THE SALE.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH ITEMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED.

Purchaser is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE

ACCEPTED BY

DATE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

WORK CHART

JAN 19 2006

Date 01/14/2006

69592

FACT NAME(S) FOR TITLE

CO-BUYER (CONTACT ONLY)

STREET

CITY PGH

PA PA

ZIP

PHONE NUMBERS: RESIDENCE

WORK

INVOICE # 115527

Stock # VP5303

LIST PRICE	\$	13999.00
DEALER INSTALL	\$	N/A
		N/A
		N/A
		N/A
U-COAT/R-ROOF/Z-BART	\$	N/A
WARRANTY TYPE 48 MO/40000 MILES	\$	750.00
TOTAL PRICE	\$	14749.00
DISCOUNT	\$	N/A
DELIVERED PRICE	\$	14749.00
SALES TAX ON \$ 13949.00	\$	976.43
LICENSE AND FEES	\$	135.00
		N/A
TOTAL DUE	\$	15860.43

DEPOSIT #	\$	N/A
C. O. D. #	\$	7257.93
ON A/C O.K.	\$	N/A
TOTAL	\$	7257.93
USED CAR ALLOWANCE	\$	800.00
PAY OFF	\$	N/A
NET ALLOWANCE	\$	800.00

TOTAL CREDIT	\$	8057.93
BALANCE DUE	\$	7802.50

INSURANCE P-D-I-MECH.	\$	N/A
DEDUCT() TYPE()	\$	N/A
LIFE INSURANCE	\$	N/A
A. & H. INSURANCE	\$	N/A
TOTAL AMOUNT FINANCED	\$	7802.50
A-P-R 2.90 % FIN. CHARGES	\$	353.66
AMOUNT OF CONTRACT	\$	8156.16

INSURANCE COMPANY	STATE FARM MUTUAL INS
POLICY #	04/02/2006
AGENT	CHAD GREGORINI (412)784-8855
PHONE	

PLATE # TEMP. OR TRANSFER

EXPIRATION DATE

FROM SERIAL NO.

MAKE	CHEVROLET	YEAR	2005
	(New-Used-Demo)		
MODEL	MALIBU LS	COLOR	TAN
SERIAL #	1G1ZT62865F		
KEY #	IGN TT	DOOR	
DATE ACQUIRED	01/14/2006	MILEAGE	16124
FORMER OWNER			

USED TRADE	#	VP5303A	
MAKE	OLDSMOBILE	YEAR	1995
MODEL	EIGHTY-EIGHT	COLOR	TAN
SERIES	4 DOOR SEDAN	MILEAGE	69596
EQUIPMENT			
SERIAL #	1G3HN52K6S4		
TITLE #			
INVENTORY VALUE	700	\$	

SECOND TRADE	#		
MAKE		YEAR	
MODEL		COLOR	
SERIES		MILEAGE	
EQUIPMENT			
SERIAL #			
TITLE #			N/A
INVENTORY VALUE		\$	

PAY OFF TO:	
ADDRESS	
ACT. #	GOOD TILL
ENCUMBRANCE AMOUNT \$	
TO	GMAC
	P.O. BOX 8141
	COCKEYSVILLE MD 21030

NOTE:—

FINANCE COMPANY	GMAC
#	226.56
	PAYMENTS 2006

Disability	\$	N/A	N/A
B Other insurance paid to the insurance company (describe)	\$	N/A	
C Official fees paid to government agencies	\$	40.00	
D Government taxes not included in cash price	\$	N/A	
E Government license and/or registration fees	\$	6.00	
F Government certificate of title fees (includes \$ security interest recording fee)	\$	27.50	
G Other charges (Seller must identify who is paid and describe purpose)	\$	750.00	
to BAIERL CHEVROLET for MAJOR GUARD	\$	6.50	
to BAIERL CHEVROLET for NOTARY FEE	\$	55.00	
to N/A for N/A	\$	N/A	
to N/A for N/A	\$	N/A	
to N/A for N/A	\$	N/A	
to N/A for N/A	\$	N/A	
H Net trade-in payoff to	\$	N/A	
Total other charges and amounts paid to others on your behalf	\$	885.00	(4)
5 Amount financed (3 + 4)	\$	7802.50	(5)
6 Finance charge	\$	335.60	(6)
7 Total of payments - time balance (5 + 6)	\$	8138.10	(7)

named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

<input type="checkbox"/> N/A	N/A
Type of Insurance	Term
Premium \$	N/A
(Insurance Company)	
(Home Office Address)	

I want the insurance checked above.

<input checked="" type="checkbox"/>	Buyer Signature	Date
<input checked="" type="checkbox"/>	Co-Buyer Signature	Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

If you do not meet your contractual obligations, you may lose your motor vehicle.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X ☒ Co-Buyer Signs X ☒

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

See back for other important agreements.

Do not sign this contract on a Sunday.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Notice to Buyer.

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs X ☒ Date 01/14/2006 Co-Buyer Signs X ☒ Date

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X ☒ Date 01/14/2006 Co-Buyer Signs X ☒ Date

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X ☒ Date 01/14/2006 Address

Creditor Signs X ☒ Date By X ☒ Title

Seller assigns its interest in this contract to: ☐ General Motors Acceptance Corporation (GMAC) ☐ GMACAB ☐ Nuvel Credit Corporation, under the terms of Seller's agreement(s) with assignee.

Assigned with recourse

BAIERL CHEVROLET INC. Assigned without recourse or with limited recourse

Seller By Title

Seller By Title

RETAIL INSTALMENT SALE CONTRACT

GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

Buyer (and Co-Buyer) - Name and address (include county and zip code)

Creditor (Seller name and address)

BAIERL CHEVROLET INC.
10430 PERRY HWY
WEXFORD PA 15090

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay us, the Creditor, the Amount Financed and Finance Charge according to the payment schedule shown below. We will figure the Finance Charge on a daily basis.

New or Used	Year	Make and Model	Vehicle Identification No.	Primary Use for Which Purchased
USED	2005	CHEVROLET MALIBU LS	1G1ZT62E65F	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>

Your trade-in is a: Year 1995 Make OLDSMOBILE Model EIGHTY-EIGHT

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 2.90 %	The dollar amount the credit will cost you. \$ 353.64	The amount of credit provided to you or on your behalf. \$ 7802.50	The amount you will have paid after you have made all payments as scheduled. \$ 8156.16	The total cost of your purchase on credit, including your downpayment of \$ 8057.93 is \$ 16214.09

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
36	\$ 226.56	Monthly beginning 02/14/2006	

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance.

☐ Credit Life: ☐ Buyer ☐ Co-Buyer
Term N/A

☐ Credit Disability (Buyer Only)
Term N/A

Premium:
Credit Life \$ N/A
Credit Disability \$ N/A

(Insurance Company)

N/A

(Home Office Address)

ITEMIZATION OF AMOUNT FINANCED

- Cash price (including any accessories, services, and taxes) \$ 14975.33 (1)
- Total downpayment = (If negative enter "0" and see line 4H below)

Gross trade-in \$	-payoff by seller \$	N/A
= net trade-in \$	+ cash \$	7257.53
+ other (describe) N/A	\$	N/A
		\$ 8057.93 (2)
- Unpaid balance of cash price (1 minus 2) \$ 5917.50 (3)
- Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):
 - Cost of optional credit insurance paid to the insurance company or companies

Life	\$	N/A
Disability	\$	N/A
 - Other Insurance paid to the insurance company (describe) \$ N/A
 - Official fees paid to government agencies \$ 40.00
 - Government taxes not included in cash price \$ N/A
 - Government license and/or registration fees \$ 6.00
 - Government certificate of title fees (includes \$ security interest recording fee) \$ 27.50
 - Other charges (Seller must identify who is paid and describe purpose)

to BAIERL CHEVROLET for MAJOR GUARD	\$	750.00
to BAIERL CHEVROLET for NOTARY FEE	\$	5.00
to N/A for N/A	\$	55.00

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A
N/A

(Insurance Company)

(Home Office Address)

I want the insurance checked above.

VP5303

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, BAIERL CHEVROLET INC. (transferor's name, Print)

state that the odometer now reads 16124 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
CHEVROLET	MALIBU LS	MAX
VEHICLE IDENTIFICATION NUMBER		YEAR
1G1ZT62865F		2005

x [Signature]

TRANSFEROR'S SIGNATURE

BAIERL CHEVROLET INC.

PRINTED NAME

10430 PERRY HWY

TRANSFEROR'S ADDRESS (STREET)

WEXFORD

CITY

PA

STATE

15090

ZIP CODE

01/14/2006

DATE OF STATEMENT

x [Signature]

TRANSFEREE'S SIGNATURE

PRINTED NAME

TRANSFEREE'S NAME

TRANSFEREE'S ADDRESS (STREET)

PGH

CITY

PA

STATE

ZIP CODE

Contract Registration

06

Vehicle Information

VEHICLE IDENTIFICATION NUMBER (must be 17 characters)										GMPP	MRP	Medium Duty	GM Cert	XX	MRP LW
1	6	1	2	T	6	2	8	6	5	F	AGREEMENT PURCHASE DATE				
YEAR		MAKE		MODEL		CURRENT ODOMETER					4 WHEEL DRIVE				
2005		CHEVROLET		MALIBU LS		16124									

Customer

FIRST NAME		M.I.		LAST NAME		FLEET		GM EMPLOYEE	
NAME OF BUSINESS OR MUNICIPALITY									
MAILING ADDRESS (must include apt. or suite #, if applicable)									
CITY				STATE		ZIP CODE			
PGH				PA					

Dealer

The Agreement provider is authorized to charge my account for the cost of the Agreement(s) and my share of any subsequent cancellation(s).										
DEALER NAME					DEALER CODE (Required)			PROMOTION CODE		
BAIERL CHEVROLET INC.					13038					
ADDRESS					CITY		STATE		ZIP CODE	
10430 PERRY HWY					WEXFORD		PA		15090	

Lienholder

GMAC		SPP		NAME	
XX		OR		OR	
ADDRESS					
CITY					
STATE					
ZIP CODE					
P.O. BOX 8141					
COCKEYSVILLE					
MD					
21030					

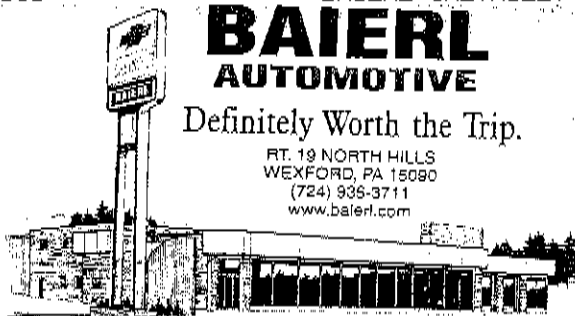
LEASE	RETAIL	MAJOR GUARD	VALUE GUARD	BASIC GUARD	SMART PROTECTION	MDT-PT+	MDT-E&T	MDT-E
	XX	XX						

Plan Coverage and Price

MECHANICAL TERM									
THE TERM OF THIS AGREEMENT MAY INCLUDE ALL OR PART OF THE TERM OF THE NEW VEHICLE LIMITED WARRANTY IF STILL IN EFFECT.									
NEW XX					USED				
The term of your Agreement will begin on the Agreement purchase date and odometer mileage at the Agreement purchase date. The term of your Agreement will end at the earlier of the time and mileage option you have selected. Your deductible is referenced below.					The term of your Agreement will begin on the Agreement purchase date and odometer mileage at the Agreement purchase date. The term of your Agreement will end at the earlier of the time and mileage option you have selected. Your deductible is referenced below.				
VEHICLE IN SERVICE DATE (In-Warranty vehicles)				TERM-MO./MI. (IN 000'S)				DEDUCTIBLE (Required)	
1 1/0 4/0 4				4 8/ 4 0				\$0 XX \$50 \$100 \$200	
PRICE				, 7 5 0 . 0 0					
MAINTENANCE TERM				SMART CARE				GOODWRENCH CARE	
The term of your Smart Care will begin on the Agreement purchase date and odometer mileage at the Agreement purchase date. The term of your Smart Care will end at the earlier of the time and mileage option you have selected. The term of your Goodwrench Care will be based on the specified number of services listed herein and performed within 4 years of the Agreement purchase date.				TERM-MO./MI. (IN 000'S)				# OF SERVICES	
				/					
SURCHARGES				BUSINESS				HUMMER	
(Select all that apply)				EMERGENCY				SNOWPLOW	
								0 0 . 0 0 0 . 0 0	
By signing this, I agree to all the terms and conditions on this form. I acknowledge that purchase of this Agreement is not required in order to purchase or obtain financing for a motor vehicle. I understand that, upon acceptance of this registration, an Agreement will be mailed to the address indicated above.									
CUSTOMER SIGNATURE					DATE				
					01/14/2006				
SUBTOTAL					\$, 7 5 0 . 0 0				
TAX					\$, 5 2 . 5 0				
TOTAL					\$, 8 0 2 . 5 0				

Sample Agreements are available online at www.amprecisionplan.com/agreements.htm

NOTE: IF YOU DON'T RECEIVE YOUR AGREEMENT IN 60 DAYS, CALL 1-800-631-5590

CHEVROLET

Goodwrench

SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 207949	ADVISOR JACOB MCCANDLESS	TAG NO. 1181	INVOICE DATE 08/14/06	INVOICE NO. CVWS163199
LABOR RATE 538	LICENSE NO.	MILEAGE 21,506	BOOK NO. TAN/	BOOK MILES VP5303
YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX	VEHICLE I.D. NO. 1G1ZT62865F	DELIVERY DATE 01/14/06	DELIVERY MILES 16,124	PRODUCTION DATE
R.T.E. NO.	P.O. NO.	R.O. DATE 08/07/06		
COMMENTS				

DCS AUDIT SLIP

DCS DATA FILE: GMGMWF.671

08/14/2006

WARRANTY NEW CLAIM

1612

RO NUMBER RO DATE

163199 08/07/2006 1G1ZT62865F

VIN

DIV

DEALER

ODOMETER

SERVICE ADVISOR #

CUSTOMER NAME: FIRST:

LAST:

MIDDLE:

PHONE: WORK:

HOME:

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
1	01		OJ	1	15858368	217.34	6C	E9740	1.4			98.08
LN-TOT:	315.42				TECH SSN:			AUTH CODE:				

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
2	02		OJ				6C	B4013	.2			14.01
LN-TOT:	14.01				TECH SSN:			AUTH CODE:				

LN	JOB	CT	CC	PC	PART-NO.	TOT-PTS	FC	LABOR	LHRS	OHRS	NET-AMT.	LAB-TOT.
3	01		MJ				08	Z7901			35.00	
LN-TOT:	35.00				TECH SSN:			AUTH CODE:				

COMMENTS: 3G3NL12FB3C

R.O. TOTAL: 364.43

ALL NEW OR FACTORY
REBUILT PARTS ARE GU-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.



BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
8. Genuine GM Parts
9. Saturday Hours
10. We Service Most GM Cars & Trucks

IMPORTANT

YOU MAY RECEIVE A QUESTIONNAIRE
FROM CHEVROLET MOTOR DIVISION IN
THE NEXT FEW DAYS. IF FOR ANY
REASON YOU CANNOT GRADE US AS

JAY GAGNE, SERVICE ADMINISTRATOR.

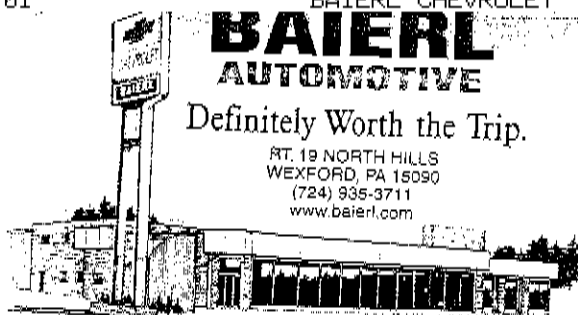
THANK YOU.

BAIERL CHEVROLET

(724) 935-3711

YOUR SATISFACTION IS

OUR NO. 1 CONCERN.



SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

207949

ADVISOR JACOB MCCANDLESS	TAG NO. 1181	INVOICE DATE 08/14/06	INVOICE NO. CVWS163199
LABOR RATE 538	LICENSE NO.	DELIVERY DATE 01/14/06	STOCK NO. VP5303
YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX	VEHICLE ID NO. 1G1ZT62865F	DELIVERY MILES 16,124	PRODUCTION DATE
F.T.E. NO.	F.O. NO.	SELLING DEALER NO.	
COMMENTS		R.O. DATE 08/07/06	

LABOR & PARTS

J# 1 03CVZ

STEERING/SUSP

HOURS: 1.40 TECH(S):1031

CUSTOMER STATES: CLUNK IN STEERING INSTALL SOP STEERING GEAR
 INSTALLED SPECIAL ORDERED STEERING GEAR ASSEMBLY
 ALIGN FRONT SUSPENSION, SET TOE

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1	15858368	GEAR 6.508	255.24	255.24	317.34	317.34
JOB # 1	-1	15858368	CORE RETURN	100.00	-100.00	100.00	-100.00
JOB # 1 COST TOTAL				155.24			
JOB # 1 TOTAL PARTS							217.34
JOB # 1 TOTAL LABOR & PARTS							315.42

ALL NEW OR FACTORY
 REBUILT PARTS ARE GUA-
 RANTEED 12 MONTHS OR
 12,000 MILES, WHICHEVER
 COMES FIRST.



J# 2 98CVZ

MISC

HOURS: 0.20 TECH(S):1031

CUSTOMER STATES: DRIVERS DOOR IS SQUEEING WHEN OPENING
 NEC TO CLEAN AND LUBRICATE DRIVERS DOOR HINGES

SUBLET	PO#	VENO	INV#	INV. DATE	DESCRIPTION	
JOB # 1	135599			08/07/06	RENTAL	
TOTAL - SUBLET						35.00
R/O TAX						0.00
R/O TOTALS						364.43

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
	364.43
CLAIM TOTALS	364.43

BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
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9. Saturday Hours
10. We Service Most GM Cars & Trucks

IMPORTANT

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 THE NEXT FEW DAYS. IF FOR ANY
 REASON YOU CANNOT GRADE US AS
 "COMPLETELY SATISFIED" PLEASE CALL
 JAY GAGNE, SERVICE ADMINISTRATOR.
 THANK YOU,
 BAIERL CHEVROLET
 (724) 935-3711
 YOUR SATISFACTION IS
 OUR NO. 1 CONCERN.

APPROVED BY SIGNATURE



CHEVROLET

SERVICES

 SERVICE HOURS: MON - FRI 7:30 a.m. - 6 p.m. SAT 8:00 a.m. - 3:00 p.m.
 www.baierl.com

OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
TIRE ROTATION	MI	15.00	16CVZSTATEINS	STATE INSPECTION	MI	21.95
18000 MILE SERVICE	MI	80.90	16CVZFRDIFF	FRONT DIFF SERVICE	MI	35.95
STATE INSPECTION	MI	21.00				

HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
5/06	162501	21270	1181	1031	W	03CVZ	STEERING/SUSP
2/20/06	160463	21115	1206	1031	W	98CVZ	MISC
06/16/06	615100	20117	963	1031	W	03CVZ	STEERING/SUSP
				966	C	10CVZ1	BODY
				966	C	00CDZ003	LUBE OIL AND FILTER
					C	46CDZ10	WHEEL BALANCE

LESPERSON NO. 1541 DAVID GING

SERVICE

VEHICLE ID NO. 1G1ZT62865F	YEAR/MAKE/MODEL 05/CHEVROLET/MALIBU LS/MAX	PRODUCTION DATE 01/14/06	STOCK NO. VP5303	LICENSE NO. 163199
CUSTOMER NO. 207949	SERVICE CONTRACT GMPP	DELIVERY DATE 01/14/06	DELIVERY MILES 16,124	SELLING DEALER NO. 08/07/06
COLOR TAN/	CONTRACT NO.	EXPIRATION DATE 01/14/10	EXPIRATION MILES 56,124	TARIFF .538
TURBO CVZZ	AIR COND Y	P.S. Y	TRANS A	MILEAGE 21,506
ADVISOR NO. 1181	ADVISOR JACOB MCCANDLESS			

ALL WHEN READY ☐ YES ☐ NO

REMOVED RTS FOR CUSTOMER ☐ YES ☐ NO

TIME RECEIVED **07:41am** DATE/TIME PROMISED **08/07/06 06:30pm** PRIORITY

LABOR RATE

CHARGE

THESE REPAIRS ARE BEING DONE AT THE REQUEST OF THE CUSTOMER. I HEREBY AUTHORIZE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC LIEN IS HEREBY ACKNOWLEDGED ON VEHICLE TO SECURE THE PAYMENT OF REPAIRS THEREON. A TRAFFIC WILL BE CHARGED 18 HOURS AFTER REPAIRS ARE COMPLETED.

ORIGINAL CUSTOMER ESTIMATE: TOTAL

Rex's History

 W * 03CVZ STEERING/SUSP
 CUSTOMER STATES: CLUNK IN STEERING INSTALL SOP STEERING GEAR

E9740 = 1.74

 W * 98CVZ MISC
 CUSTOMER STATES: DRIVERS DOOR IS SQUEEING WHEN OPENING

B4013 = 2

 RENTAL
 PRICE HISTORY
 900
 8/11/4

History not in file

 steering gear
 Rex

ALL PARTS NEW EXCEPT AS NOTED

ORIGINAL EST	REVISED EST	DATE	AMT	<input type="checkbox"/> MORE <input type="checkbox"/> PERSON
S	S	PT	PT	
SOCIAL SECURITY NO.	TIME REQUIRED	DATE	BY	
called 411				
12:30				

PENNSYLVANIA STATE INSPECTION

 BRAKES REMAINING
 RIGHT FRONT ____ / 32 LEFT FRONT ____ / 32
 RIGHT REAR ____ / 32 LEFT REAR ____ / 32
 LOWEST TIRE TREAD
 RIGHT FRONT ____ / 32 LEFT FRONT ____ / 32
 RIGHT REAR ____ / 32 LEFT REAR ____ / 32

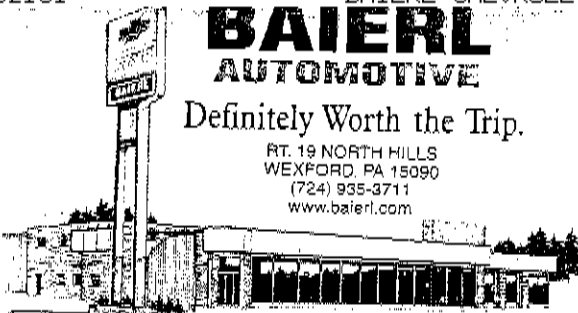
THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREOF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OF ANY OTHER INCIDENTAL DAMAGES.

163199

Install S/O Steering Rack & Set toe
Road Test Noise Gone.

Inspect Drive Door & Could not
Duplicate Noise however Did
Lubricate hinges & Clink.

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
14.02	JK	163199	10.6	10.4
		103 Lube Hinges		
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
98.07	JK	163199	10.4	9.0
		103 Rack & H/S		

CHEVROLET**GM****Goodwrench**

SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

20794

32 OAKHURST CIR
ASPINWALL, PA 1

ADVISOR JACOB MCCANDLESS	TAG NO. 1181 350	RENCHISE DATE 07/27/06	INVOICE NO. CVWS162501
LABOR RATE	LICENSE NO.	ODOMETER 21,270 TAN/	STOCK NO. VP5303
YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX	DELIVERY DATE 01/14/06	DELIVERY MILES 16,124	
VEHICLE I.D. NO. 1G1ZT62865F	SELLING DEALER NO.	PRODUCTION DATE	
P.T.E. NO.	P.O. NO.	R.O. DATE 07/25/06	
COMMENTS			

S. AUDIT SLIP

LE: GGMWF.095

WARRANTY NEW CLAIM

DCS DATA
07/27/2006
1336
RO NUMBER
162501NO DATE VIN DIV DEALER ODOMETER SERVICE ADVISOR #
17/25/2006 1G1ZT62865F 3 13038 21270

NAME: FIRST: MIDDLE: PHONE: WORK: HOME:

CUSTOMER NAME
LAST: EHMLN JOB CT
1 01
LN-TOT:PC PART-NO. TOT-PTS FC LABOP LHRS OHRS NET-AMT. LAB-TOT.
35.03 TECH SSN: AUTH CODE: AUTH. AUTHOR.: 35.03LN JOB CT
2 01
LN-TOT:PC PART-NO. TOT-PTS FC LABOP LHRS OHRS NET-AMT. LAB-TOT.
28.02 TECH SSN: AUTH CODE: AUTH. AUTHOR.: 28.02LN JOB CT
3 01
LN-TOT:PC PART-NO. TOT-PTS FC LABOP LHRS OHRS NET-AMT. LAB-TOT.
21.02 TECH SSN: AUTH CODE: AUTH. AUTHOR.: 21.02LN JOB CT
4 02
LN-TOT:PC PART-NO. TOT-PTS FC LABOP LHRS OHRS NET-AMT. LAB-TOT.
49.04 TECH SSN: AUTH CODE: AUTH. AUTHOR.: 49.04LN JOB CT
5 01
LN-TOT:PC PART-NO. TOT-PTS FC LABOP LHRS OHRS NET-AMT. LAB-TOT.
37.00 TECH SSN: AUTH CODE: AUTH. AUTHOR.: 37.00

COMMENTS:

R.O. TOTAL: 170.11

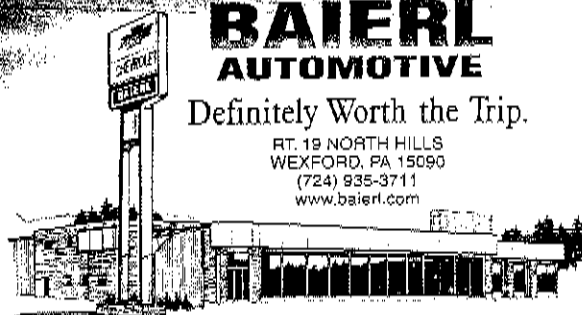
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JAY GAWNE, SERVICE ADMINISTRATOR,
THANK YOU.
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(724) 935-3711
YOUR SATISFACTION IS
OUR NO. 1 CONCERN.



SERVICE HOURS: MON - THURS 7:30 a.m. - 5:00 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

207949

ADVISOR JACOB MCCANDLESS	TAG NO. 1181 350	INVOICE DATE 07/27/06	INVOICE NO. CVWS162501
LABOR FILE	LICENSE NO.	STOCK NO. VP5303	
YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX	MILEAGE 21,270	DELIVERY DATE 01/14/06	DELIVERY MILES 16,124
VEHICLE I.D. NO. 1 G 1 Z T 6 2 8 6 5 F	SELLING DEALER NO.	PRODUCTION DATE	
R.T.E. NO.	P.O. NO.	R.O. DATE 07/25/06	
COMMENTS			

LABOR & PARTS

J# 1.03CVZ STEERING/SUSP HOURS: 1.20 TECH(S):1031 84.07
 CUSTOMER STATES: THERE IS A CLUNK IN STEERING SAYS WAS JUST
 FIXED AND NOW STEERING WHEEL IS OFF CENTER
 ROAD TESTED FOR STEERING WHEEL OFF CENTER PERFORM
 LEAD PULL ANALYSIS . EVER SMALL AMOUNT, RESET TOE
 CLUNK IN STEERING , EXTENSIVE ROAD TEST . CONTACTED
 T.A.N (CASE # 9078578) INFORMED TO REMOVE INTERMEDIATE
 STEERING SHAFT INSPECTED , REINSTALLED . NOISE STILL
 THERE
 ORDERED NEW POWER STEERING GEAR ASSEMBLY

JOB # 1 TOTAL LABOR & PARTS 84.07

J# 2.98CVZ MISC HOURS: 0.70 TECH(S):1031 49.04
 CUSTOMER STATES: FIRST THING IN THE MORNING WHEN STARTS CAR
 HAS A SMELL COMING OUT OF THE VENTS
 DIAGNOSIS FOUND NEW UPDATED SOFTWARE FOR AFTER BLOWER
 TO RUN AND DRY OUT EVAPORATOR FOR ODOR

JOB # 2 TOTAL LABOR & PARTS 49.04

SUBLET PO# VENDOR INV# INV. DATE DESCRIPTION
 JOB # 1 135346 07/25/06 RENTAL 37.00
 TOTAL - SUBLET 37.00
 R/O TAX 0.00
 R/O TOTALS 170.11

WARRANTY CLAIM DETAIL TOTALS

CLAIM# TOTAL
 170.11
 CLAIM TOTALS 170.11

APPROVED BY SIGNATURE

ALL NEW OR FACTORY
 REBUILT PARTS ARE GUA-
 RANTEED 12 MONTHS OR
 12,000 MILES, WHICHEVER
 COMES FIRST.

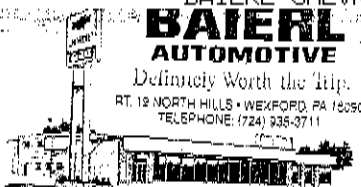


BAIERL CONVENIENCES:

1. Certified Technicians
2. Early Drop Off
3. Med. Duty Truck Shop
4. North Hills Shuttle
5. Complete Body Shop
6. Discount Rentals
7. 29 Min. Quick Lube
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9. Saturday Hours
10. We Service Most GM Cars & Trucks

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 JAY GAGNE, SERVICE ADMINISTRATOR.
 THANK YOU,
 BAIERL CHEVROLET
 (724) 935-3711
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CHEVROLET

RECOMMENDED SERVICES

SERVICE HOURS: MON - FRI 7:30 a.m. - 6 p.m. SAT 8:00 a.m. - 3:00 p.m.
www.baiarl.com

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
16CVZROTATE	TIRE ROTATION	MI	15.00	16CVZSTATEINSP	STATE INSPECTION	MI	21.95
15CVZ018	18000 MILE SERVICE	MI	80.90	16CVZFRDIFF	FRONT DIFF SERVICE	MI	35.95
16D5ZSTATEINSP	STATE INSPECTION	MI	21.00				

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
06/20/06	160463	21115	1206	1031	W	03CVZ	STEERING/SUSP
06/16/06	615100	20117	963	1031	W	10CVZ1	BODY
				966	C	00CDZ003	LUBE OIL AND FILTER
				966	C	46CDZ10	WHEEL BALANCE
05/31/06	159285	19907	1206	966	C	61CDZ	EXTERIOR TRIM
				1031	C	05CVZ	BRAKES

SALESPERSON NO. 1541 DAVID GING

SERVICE

TERMS CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/>	VEHICLE NO. 1G1ZT62865F	YEAR/MAKE/MODEL 05/CHEVROLET/MALIBU LS/MAX	PRODUCT NO. VP5303	LICENSE NO. 162501
CALL WHEN READY <input type="checkbox"/> YES <input type="checkbox"/> NO	ADDRESS ASPINWALL, PA	CUSTOMER NO. 207949	SERVICE CONTRACT GMPP	DELIVERY DATE 01/14/06
SAVE REMOVED PARTS FOR CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE RECEIVED 07:44am	DATE WORK PROMISED 07/25/06	DATE COMPLETED 06:30pm	PRIORITY 350
APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	LABOR RATE X	I HEREBY AUTHORIZE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL, OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSES OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON VEHICLE TO SECURE THE PAYMENT OF REPAIRS. THEREAFTER STORAGE WILL BE CHARGED.		

ORIGINAL CUSTOMER ESTIMATE TOTAL	Rex's History	ALL PARTS NEW EXCEPT AS NOTED
1 W 03CVZ STEERING/SUSP CUSTOMER STATES: THERE IS A CLUNK IN STEERING SAYS WAS JUST FIXED AND NOW STEERING WHEEL IS OFF CENTER E7700 = 5 shaft E9740 = 3	2 W 98CVZ MISC CUSTOMER STATES: FIRST THING IN THE MORNING WHEN STARTS CAR HAS A SMELL COMING OUT OF THE VENTS E6354 = 7 AC: Larry Rayner 9078578 908 2/27 History not in file	<p>PENNSYLVANIA STATE INSPECTION</p> <p>BRAKES REMAINING</p> <p>RIGHT FRONT ____ / 32 LEFT FRONT ____ / 32</p> <p>RIGHT REAR ____ / 32 LEFT REAR ____ / 32</p> <p>LOWEST TIRE TREAD</p> <p>RIGHT FRONT ____ / 32 LEFT FRONT ____ / 32</p> <p>RIGHT REAR ____ / 32 LEFT REAR ____ / 32</p> <p>THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OF ANY OTHER INCIDENTAL DAMAGES.</p>

See Rex

SERVICE FILE COPY

162501

F. NOTES

Regined. R/O + Road tested
Steering wheel off center very
Small Amount. Reset toe &
Straighten wheel.

Insp. for. Order from vent. Did not
Duplicate condition. But vehicle had
Not sat for very long. Bulletin
& Prelim Search found. PIC 4009
After Blower enable. Programmed
System to Blow HVAC Blower
to Dry Evaporator. To Reduce
Order from A/C System.

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO.	DATE	OFF
42.04	LR	162501	JUN 25	3.9
		ESHAH S/O RACK		3.9

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO.	DATE	OFF
63.04	LR	162501	JUN 25	3.9
		181 Noise Dies		2.76

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R.O. NO.	DATE	OFF
49.05	LR	162501	JUN 25	12.9
		181 Noise Dies		11.3

When finished. Found out that Customer
Still has thunk Noise in Steering
on Park lot Manuevers. when strike
wheel. Slightly hear wheel Noise
it's Near Rack. Diag to Rear
Rack Call tech Assist. had Remove
Intermediate shaft & Shoke. Reinstall & Drive
Noise, the same. S/O New Rack

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

ON

OFF

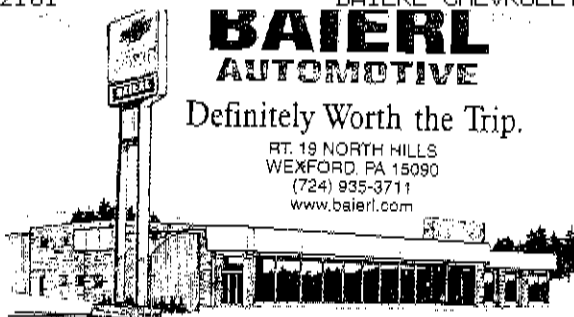
ON

OFF

ON

OFF

ON



**BAIERL
AUTOMOTIVE**

RT. 19 NORTH HILLS
WEXFORD, PA 15090
(724) 935-3711
www.baierl.com



Goodwrench

SERVICE HOURS: MON - THURS 7:30 a.m. - 6:30 p.m. FRI 7:30 a.m. - 6:00 p.m. SAT 8:00 a.m. - 3:00 p.m.

CUSTOMER NO. 207949	ADVISOR JOE DURCI	LABOR RATE 1206	LICENSE NO. 138	INVOICE DATE 06/30/06	INVOICE NO. CVWS160463
ASPINWALL, PA	LABOR RATE 21,115	YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX	DELIVERY DATE 01/14/06	STOCK NO. VP5303	DELIVERY MILES 16,124
	VEHICLE I.D. NO. 1G1ZT62865F	SELLING DEALER NO.	PRODUCTION DATE		
	R.O. NO.	R.O. DATE 06/20/06			
COMMENTS					

DCS AUDIT SLIP:

DCS DATA FILE: MGGMWF.385

06/30/2006

1550

RO NUMBER RO DATE

160463 06/20/2006 1G1ZT62865F

WARRANTY-NEW CLAIM

VIN

1G1ZT62865F

DIV

3

DEALER

13038

ODOMETER

21115

SERVICE ADVISOR #

CUSTOMER NAME: FIRST:

LAST:

MIDDLE:

PHONE:WORK:

HOME:

LN JOB CT CC PC

1 01 0J 1

LN-TOT: 321.97

PART-NO.

15858368

TECH SSN:

TOT-PTS

237.90

FC

6C

LABOP

E9740

LHRS

1.2

OHRS NET-AMT.

84.07

LAB-TOT.

LN JOB CT CC PC

2 02 0J 1

LN-TOT: 99.29

PART-NO.

15299352

TECH SSN:

TOT-PTS

20.22

FC

6C

LABOP

C0401

LHRS

1.0

OHRS NET-AMT.

70.06

LAB-TOT.

LN JOB CT CC PC

3 01 MJ

LN-TOT: 37.00

PART-NO.

TECH SSN:

TOT-PTS

98

FC

98

LABOP

Z7901

LHRS

OHRS NET-AMT.

37.00

LAB-TOT.

COMMENTS: 1G1ZT54824F

R.O. TOTAL: 458.26

ALL NEW OR FACTORY
REBUILT PARTS ARE GUA-
RANTEED 12 MONTHS OR
12,000 MILES, WHICHEVER
COMES FIRST.



BAIERL CONVENIENCES:

1. Certified Technicians
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THANK YOU,

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www.baierl.com**Goodwrench**

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207949

ADVISOR JOE DURCI	1206	138	INVOICE DATE 06/30/06	INVOICE NO. CVWS160463
LABOR RATE	LICENSE NO.	MILEAGE 21,115	COLOR TAN	STOCK NO. VP5303
YEAR / MAKE / MODEL 05/CHEVROLET/MALIBU LS/MAX			DELIVERY DATE 01/14/06	DELIVERY MILES 16,124
VEHICLE I.D. NO. 1G1ZT62865F			SELLING DEALER NO.	PRODUCTION DATE
F.T.E. NO.			P.O. NO.	R.O. DATE 06/20/06
COMMENTS				

ASPINWALL, PA

LABOR & PARTS

1-03CVZ STEERING/SUSP HOURS: 1.20 TECH(S): 1031 84.07
 CUSTOMER STATES NOISE IN STEERING
 ROAD TESTED INSTALLED SPECIAL ORDERED STEERING GEAR
 ASSEMBLY, SWAP TIE ROD ENDS, SET TOE

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 1	1	15858368	GEAR 6.508	269.93	269.93	337.90
JOB # 1	-1	15858368	CORE RETURN	100.00	-100.00	-100.00
JOB # 1 COST TOTAL				169.93		
JOB # 1 TOTAL PARTS						237.90
JOB # 1 TOTAL LABOR & PARTS						321.97

ALL NEW OR FACTORY
 REBUILT PARTS ARE GUA-
 RANTEED 12 MONTHS OR
 12,000 MILES, WHICHEVER
 COMES FIRST.

2-10CVZ1 BODY HOURS: 1.00 TECH(S): 1031 70.06
 LEFT REAR WINDOW WEATHERSTRIP LOOSE
 INSTALLED LEFT REAR WINDOW LOWER SASH, NEC TO REMDVE REAR
 WINDOW CHANNEL. NEW PART WAS DIFFERENT THAN ORIGINAL

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 2	1	15299352	SEALING S 10.774	20.88	20.88	29.23
JOB # 2 COST TOTAL				20.88		
JOB # 2 TOTAL PARTS						29.23
JOB # 2 TOTAL LABOR & PARTS						99.29



SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION
JOB # 1	134866			06/29/06	RETAKE EMPKE
					TOTAL - SUBLET
					37.00
					37.00
					R/O TAX
					0.00
					R/O TOTALS
					458.26

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
	458.26
CLAIM TOTALS	458.26

APPROVED BY SIGNATURE

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 JAY GAGNE, SERVICE ADMINISTRATOR.
 THANK YOU.
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www.baiarl.com

SERVICES

OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
TIRE ROTATION	MI	15.00	16CVZSTATEINS	STATE INSPECTION	MI	21.95
FRONT DIFF SERVICE	MI	35.95	16DSZSTATEINS	STATE INSPECTION	MI	21.00

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
06/16/06	615100	20117	963	966	C	00CDZ003	LUBE OIL AND FILTER
				966	C	46CDZ10	WHEEL BALANCE
				966	C	61CDZ	EXTERIOR TRIM
05/31/06	159285	19907	1206	1031	C	05CVZ	BRAKES
				1031	C	10CVZ1	BODY
				1031	W	10CVZ6	BODY

LESPERSON NO. 1541 DAVID GING

SERVICE

TERMS 1G1ZT62865F	YEAR/MAKE/MODEL 05/CHEVROLET/MALIBU LS/MAX	PRODUCT OR DATE VP5303	STOCK NO. 160463
CUSTOMER NO. 207949	SERVICE CONTRACT GMPP	DELIVERY DATE 01/14/06	DELIVERY MILE 16,124
COLOR TAN/	CONTRACT NO.	EXPIRATION DATE 01/14/10	EXPIRATION MILE 56,124
TURBO CVZZ	AIR COND Y	TRANS A	MILEAGE 21,115
ADVISOR NO. 1206	ADVISOR JOE DURCI		

I HEREBY AUTHORIZE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL, OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

TIME RECEIVED 11:03am DATE TIME PROMISED 06/20/06 06:30pm PRIORITY

LABOR RATE

ORIGINAL CUSTOMER ESTIMATE: TOTAL

E9740 = 1.2

W 03CVZ STEERING/SUSP
CUSTOMER STATES NOISE IN STEERING

W LEFT REAR WINDOW

WEATHERSTRIP LOOS-

C0401 = 1.0

900

6/30

WARRANTY

Res. P/B Rep
*1 dealer ship off

ALL PARTS NEW EXCEPT AS NOTED

ORIGINAL EST.	REVISED EST.	DATE	AM	<input type="checkbox"/> VEHICLE <input type="checkbox"/> PERSON
S	S		PM	BY
SIGNATURE	DATE	TIME	AM	PM

PENNSYLVANIA STATE INSPECTION

BRAKES REMAINING

RIGHT FRONT /32 LEFT FRONT /32

RIGHT REAR /32 LEFT REAR /32

LOWEST TIRE TREAD

RIGHT FRONT /32 LEFT FRONT /32

RIGHT REAR /32 LEFT REAR /32

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TIME CLOCK

Install S/O Steering Rack ~~As~~
Swapped Tie Rod ends & set toe.
on vehicle Road tested

Install S/O left Rear window
lower Sash. Necessary to
Remove Rear Window Channel
New Part was of Different
Design. ~~than~~ original.

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R. O. NO.	TIME	OFF
*	SR	160463	2.2	3.0
		1031 Align	ON 2.2	ON 3.0

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R. O. NO.	TIME	OFF
70.46	SR	160463	10.9	10.9
		1031 Weather Strip	ON 10.9	ON 10.9

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	R. O. NO.	TIME	OFF
84.07	SR	160463	10.6	10.6
		1031 Rack	ON 10.6	ON 10.6

Disc Brake Component Specifications

Application

Caliper Bore Diameter-Front

Caliper Bore Diameter-Rear

Specification



CHEVROLET PONTIAC BUICK *Cadillac* GMC Oldsmobile SATURN HUMMER

Friday, December 15, 2006

Pittsburgh, PA

BBB Arbitration Decision - Straight

Subject: Repurchase of 2005 Chevrolet Malibu Maxx

VIN: 1G1ZT62865F

Ref SR: 1-423689315 V-24624

Dear

We regret that you are dissatisfied with your 2005 Chevrolet Malibu Maxx, VIN 1G1ZT62865F and that our attempts to resolve your concerns have not met your expectations. Chevrolet will repurchase this vehicle in exchange for the release of liability stemming from warranties, express or implied, covering this vehicle.

Per the Better Business Bureau's decision, Chevrolet will repurchase your vehicle for \$12,923.83. Your responsibilities are outlined below. This offer was calculated by using the following figures.

Total Repurchase Amount	\$12,923.83
Base Price	\$13,999.00
Less Usage	\$975.17
Less Over-allowance	\$100.00
Less Payoff of Original Vehicle-Good until 1/11/07	\$5,499.84
Total Amount to Customer	\$7,423.99

****TOTAL CUSTOMER RESPONSIBILITY IS SUBJECT TO CHANGE IF SIGNED PAPERWORK IS NOT RECEIVED BY DATE OUTLINED BELOW****

If you owe money to General Motors, please send certified check or money order made payable to General Motors.

If this offer is acceptable, please sign this letter and return it to my attention via the fax number or address listed below. I will contact you to set up a signing date, at which time you will be required to complete the transaction. I can be reached at 866-802-6625 ext2305 if you have any questions or concerns.

Customer's and Co-Customer's Signatures and Date

12/15/2006

Customer's and Co-Customer's Printed Name(s)



ADR REPURCHASE CHECKLIST

Once completed, this document should be attached to the SR.

- ☒ Cover sheet denoting a **Request #** and whether the case is a Voluntary or Mandatory Repurchase with information completed (on front of file)
- ☒ PRA FORM (Voluntary Repurchase only)
- ☐ Both VINS on Trade Repurchase Or vehicle order number. Need order # or VIN on all cases except Mandates
- ☒ Invoice on original vehicle (from BARS)-old VIN & new VIN if a trade
- ☐ Incentive Acknowledgement Form
- ☒ Signed Bill of Sale on original vehicle
- ☒ Copy of the title or registration, if unobtainable, then copy of Title Need current registration in CA
- ☒ Agreement to Arbitrate (**For CA cases, attach the CCF**)
- ☐ Repair Orders (**KY and FL only**)
- ☐ Invoice for any conversion package (**if applicable**)
- ☐ Receipts for any after-market items (**if applicable**)
- ☒ BBB ruling/lemon law ruling and/or BBB settlement letter (**if applicable**)
- ☒ Signed customer acceptance of decision for Mandatory Repurchases
- ☒ Financial Institution information including: account #, phone # & Institution name
- ☒ Overallowance/Incentives/Negative Equity Form
- ☒ ACV on trade-in documented
- ☒ Copy of the Customer Claim Form (**CCF**) only on Mandates
- ☐ Applicable Attorney Information: Firm Name, Contact Person, Federal Tax I.D., Phone #

2005 MALIBU LS MAXX
33U LIGHT DRIFTWOOD METALLIC /V6G
52E NEUTRAL CUSTOM CLOTH
ORDER NO. HNPKKC/FDR STOCK NO.
VIN 1G1 ZT62 86 5F

CHEVROLET MOTOR DIVISION
GENERAL MOTORS CORPORATION
100 RENAISSANCE CENTER
DETROIT MI 48243-1114
VEHICLE INVOICE 1AD51647922
*****13*07485S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	FLEET
1ZT68 MALIBU LS MAXX	21260.00	18815.10	INVOICE 10/14/04
B37 FLOOR MATS	80.00	69.60	SHIPPED 10/14/04
FCH FLT-HERTZ RENT A CAR	0.00	0.00	EXP I/T 10/30/04
FE9 50-STATE EMISSIONS	N/C	N/C	INT COM 11/05/04
LX9 3.5L V6 ENGINE	0.00	0.00	PRC EFF 08/18/04
MX0 4-SPEED AUTO TRANSMISSION	0.00	0.00	KEYS G0569 G0569
T43 REAR WIPER AND SPOILER	300.00	261.00	WFP-S MTH OPT-2
VK3 FRONT LICENSE PLATE BRACKET	0.00	0.00	FAN: 000806869
VN9 DAILY RENTAL REPURCHASE PROGRAM	0.00	0.00	BANK: GMAC - 005
V2G FULL FUEL FILL CREDIT	0.00	21.29-	CHG-TO 07-485
YT1 DAILY RENTAL FLAT RATE DEPREC.	0.00	0.00	SHIP-TO 45-082
			HERTZ CORPORATION
			MIAMI FL

SHIP WT: 3372
HP: 32.9
MRM: 22265.00
CUST PO NUMBER:
130135387934
MEMO 1082.00

TOTAL MODEL & OPTIONS	21640.00	19124.41	ACT 231 19749.41
DESTINATION CHARGE	625.00	625.00	

TOTAL 22265.00 19749.41 PAY 310 19749.41

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY GMAC.

JAMES WOOD CHEV OLDS/THE HERTZ CORP

REMIT TO GMAC NO. 005
VIN 1G1ZT62865F
\$ 19749.41 INV 1AD51647922
DUE 11/05/04 DEALER 07-485



GMC

HUMMER®

GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

September 20, 2006

Randy Hall
Sullivan Chevrolet
9 Crescent Ave.
Etna, PA 15223

Re: [REDACTED]
Siebel Request: 1-423689315
2005 Chevrolet, Malibu
VIN # 1G1ZT62865F [REDACTED]

Dear Randy Hall:

This is a letter of notification regarding a Better Business Bureau case involving the above referenced customer.

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle. The specific documents needed are:

- All service and body shop repair orders including all internal, customer pay, and warranty repair orders. (Please include front and backs of the shop copies).

Please fax them to the number found below. If there are any fax difficulties or the documents exceed 50 pages, please contact me as soon as possible.

Your cooperation is greatly appreciated. If you have any questions, feel free to contact me directly at the number below.

Sincerely,

Natalie MacDonald
BRC Customer Relationship Manager
Ph# 800-231-1841, prompt 9, prompt 5, extension 21551
FAX# 866-874-7690



BBB AUTO LINE

4200 Wilson Boulevard, Suite 800

Arlington, VA 22203-1838

Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

July 27, 2006

Re:m01 CHV0656612 [REDACTED] vs Chevrolet Motor Division

KATHRYN ASHURST
CHEVROLET
P O BOX 33170
DETROIT MI 48232-5170

Dear Madam/Sir:

We have recently been contacted by one of your customers with a product complaint. Enclosed is information taken during the initial phone call.

You may contact the customer to resolve the complaint directly. Once the customer returns the completed *CCF*, the case will be opened, the 40 day clock will begin and all information received for the case will be sent to you.

Thank you for your participation in the BBB AUTO LINE program.

Sincerely,

Onitra Roberson at Extension 514

Customer Claim Form

Contact Date: 07/27/06

Start Date:

Case Number : CHV0656612

Have you contacted the mfr regarding your claim? ☒ YES ☐ NO

Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? ☒ YES ☐ NO

If yes, name of provider: _____ Date: _____ Case Number: _____

Titled Owner(s) Name&Address

PITTSBURGH, PA

Day Phone: _____

Evening Phone: _____ Cell Phone: _____

Fax Number: _____

E-mail Address: _____

Customer Contact Info: _____

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title: _____

Vehicle Use: ☒ Personal ☐ Business ☐ Both Percentage of time vehicle used for business purposes: _____

Transmission Type: Automatic Number of vehicles owned or leased by the business: _____

Make: Chevrolet Model: 1/2Ton Pickup Model Year: 2005 Current Mileage: 7135

Vehicle Identification Number: _____

Servicing Dealer/City/State : Baierl,

Selling Dealer/City/State : Baierl, Wexford, PA

Insurance Carrier : _____ Policy Number: _____

Has vehicle been in an accident/had body damage? Yes ___ No X Date of accident: _____

Description of Damage : _____

Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)

Purchase Date: 01/01/06 Mileage at purchase: _____

Lease Date: _____ Mileage at lease: _____

Purchased As : ☒ New ☐ Used ☐ Demo

Leased As : ☐ New ☐ Used ☐ Demo

Is the vehicle in your possession? yes

Is the vehicle in your possession? _____

Lienholder's Name: _____

Leasing Company's Name: _____

Address: _____

Address: _____

City/St/Zip: _____

City/St/Zip: _____

Phone: () - _____

Phone: _____

Lienholder Acct # : _____

Leasing Company's Acct #: _____

Customer's Desired Outcome (Describe what you want done to resolve your concern)

Customer is seeking a buy back

Signature of Titled Owner(s): _____ Date: _____

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

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

Customer Name: [REDACTED]

Customer Name:

First Repair Attempt Date: 01/01/05 Mileage: 0
 Last Repair Attempt Date: _____ Mileage: _____
 Total Days out of Service: _____

[illegible]



BBB AUTO LINE PROGRAM SUMMARY

General Motors

General Motors has agreed to arbitrate claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law.

LEMON LAW CLAIMS

A claim seeking relief under the applicable state lemon law must meet all standards set out by that law. The claim must be received by BBB AUTO LINE within the time period for filing a legal action under that law. Please see the attached description of the applicable state lemon law provisions.

[Note: **Florida** claims involving GM chassis or chassis cabs in motor homes may be filed with the Florida Pilot RV Mediation and Arbitration Program, and are not eligible for BBB AUTO LINE.]

If the claim meets all standards set out by the applicable state lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law. In some states this may include reasonable attorney's fees if they can be recovered in a state-run arbitration program or, if no state-run program exists, in court. However, an arbitrator may not award any penalties or multiple damages.

Please note:

- ◆ The award will be reduced for the customer's use of the vehicle in accordance with the applicable state lemon law.
- ◆ The arbitrator may adjust the award based on damage to the vehicle exceeding normal wear and tear.
- ◆ The arbitrator will decide whether the applicable state lemon law permits an adjustment to the award for any trade-in over-allowance or debt from a previous transaction.
- ◆ The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a downpayment or capitalized cost reduction.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty. A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within two years or 24,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT WILL NOT BE ARBITRATED

- ◆ Claims involving salvaged or branded titled vehicles.
- ◆ Claims covered by insurance or by warranties of other manufacturers.
- ◆ Repair or reimbursement claims that are not covered by the General Motors New Vehicle Limited Warranty but are covered by a service contract.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused bodily injury.
- ◆ Allegations of fraud or other violations of law
- ◆ Claims seeking compensation for loss of wages.
- ◆ Claims seeking compensation for personal injury or mental anguish.
- ◆ Claims seeking punitive damages.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and General Motors.

OTHER IMPORTANT INFORMATION

- ◆ The customer must own or lease the vehicle throughout the entire arbitration process.
- ◆ If the customer files suit or a state administrative action against General Motors prior to the completion of the arbitration process, General Motors will not be obligated to continue with the arbitration.
- ◆ A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state's minimum requirements.

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period For Filing Claims

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of your General Motors Bumper-to-Bumper new vehicle warranty.

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within two years or 24,000 miles – whichever comes first – from the date the vehicle was first put into use.

Eligible Claims

Claims must be based on a defect in the vehicle's material or workmanship that is covered by the General Motors New Vehicle Limited Warranty.

Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.; and GM chassis or chassis cabs in motor homes up to 21,000 pounds G.V.W.R.

The customer's vehicle must be:

- ♦ Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- ♦ Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- ♦ Covered by a United States warranty.

Remedies For Warranty Claims

The arbitrator may award the following remedies:

- ♦ Repairs.
- ♦ Reimbursement for money the customer paid to repair the vehicle.
- ♦ Repurchase of the vehicle.
- ♦ Replacement of the vehicle.

Repairs/Reimbursement For Repairs

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

Repurchase Or Replacement

If a repurchase or replacement is awarded in a claim that does not meet all standards of the applicable state lemon law, the arbitrator may award up to the following remedies:

- ♦ **Owned vehicle repurchase** – The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- ♦ **Leased vehicle repurchase** – To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- ♦ **Replacement vehicle** – The customer will receive a new and substantially identical vehicle (not including modifications or additions after the vehicle's purchase/lease) from the same model year or, if one is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

Deductions/Exclusions From A Repurchase Or Replacement Award

- ♦ The repurchase or replacement award will be reduced for the customer's use of the vehicle using the following formula:

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

- ♦ The award may be reduced based on damage to the vehicle exceeding normal wear and tear.
- ♦ The award will not include debt from a previous transaction.
- ♦ The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a downpayment or capitalized cost reduction.

STANDARDS OF THE PENNSYLVANIA LEMON LAW

The following is an brief explanation of most relevant provisions of the Pennsylvania lemon law. The complete text of the lemon law can be found at 73 Pa. Cons. Stat. section 1951 *et seq.*

VEHICLES COVERED BY THE PENNSYLVANIA LEMON LAW

The lemon law covers a “new motor vehicle”, defined as a new and unused self-propelled motorized vehicle that:

1. Is driven upon public roads, streets or highways;
2. Is designed to transport not more than 15 persons;
3. Was (a) purchased in Pennsylvania, (b) leased in Pennsylvania on or after February 11, 2002, or (c) purchased or leased elsewhere on or after December 1, 2002 and registered for the first time in Pennsylvania;
4. Is registered in Pennsylvania; and
5. Is utilized, leased or bought for use primarily for personal, family or household purposes.

This includes a demonstrator or dealer car, but does not include a motorcycle, motor home or off-road vehicle.

CONSUMERS COVERED BY THE PENNSYLVANIA LEMON LAW

The lemon law covers the “purchaser”, defined as a person who has obtained ownership of a new motor vehicle by transfer or purchase, or who has entered into an agreement or contract for the purchase of a new motor vehicle, that is used or bought for use primarily for personal, family or household purposes. To qualify as a “purchaser”, the person must maintain continued ownership and possession of the vehicle, and must never have relinquished title.¹

Beginning February 11, 2002, “purchaser” also includes a person who has obtained possession of a new motor vehicle by lease, or who has entered into an agreement or contract for the lease of a new motor vehicle, that is used, leased, or bought for use primarily for personal, family or household purposes.

PROBLEMS COVERED BY THE PENNSYLVANIA LEMON LAW

The lemon law covers any vehicle “nonconformity”, defined as a defect or condition that substantially impairs the use, value or safety of a new motor vehicle and does not conform to the manufacturer’s express warranty.

A consumer is not entitled to lemon law repurchase or replacement if the nonconformity does not substantially impair the use, value or safety of the motor vehicle, or the nonconformity is the result of abuse, neglect or modification or alteration of the motor vehicle by the purchaser.

¹ *Reeves v. Morelli-Hoskins Ford, Inc.*, 415 Pa. Super. 431, 609 A.2d 828 (Pa. Super. Ct. 1992); *Sinnerard v. Ford Motor Company*, 1996 U.S. Dist. LEXIS 8735 (E.D. Pa. 1996).

MANUFACTURER'S DUTY TO REPAIR

A manufacturer must repair or correct a nonconformity that occurs within whichever of the following periods ends first:

1. One year following the actual delivery of the vehicle to the purchaser;
2. The first 12,000 miles of use; or
3. The term of the manufacturer's warranty.

The purchaser must deliver the vehicle for repair to the manufacturer's authorized service and repair facility in Pennsylvania, unless the vehicle cannot reasonably be delivered because of the nature of the nonconformity. If the purchaser cannot deliver the vehicle for repair, the purchaser must notify the manufacturer or its authorized service and repair facility in writing. Such written notice shall constitute delivery of the vehicle; however, the manufacturer may service or repair the vehicle at the vehicle's location, or the manufacturer may, at its own expense, transport the vehicle to its authorized service and repair facility.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer fails to repair or correct the nonconformity (which occurred within one year, 12,000 miles or the term of the warranty)² after a *reasonable number of attempts*, the manufacturer must, at the purchaser's option, either replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The lemon law creates a *presumption* that a manufacturer has had a reasonable number of repair attempts if either of the following occurs:

1. The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
2. The vehicle is out-of-service by reason of any nonconformity for a cumulative total of 30 calendar days or more.

DISPUTE RESOLUTION

If the manufacturer has established an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, the consumer must first resort to the informal dispute settlement procedure before bringing a civil action.

TIME PERIOD FOR FILING CLAIMS

Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed within four years from the date the alleged defect is discovered.³

² *Mikula v. Ford Motor Co.*, 26 Pa. D. & C.4th 116 (1995); *Zellhart v. General Motors Corp.*, 50 Pa. D. & C.3d 511 (1988); *Green v. Ford Motor Co.*, 1996 U.S. Dist. Lexis 4102 (E.D. Pa. 1996); *Mesko v. Ford Motor Co.*, 1994 U.S. Dist. Lexis 8979 (E.D. Pa. 1994).

³ *Gabriel v. O'Hara*, 368 Pa. Super. 383, 534 A.2d 488, n.20 (1987); *Lowe v. Volkswagen Of America, Inc.*, 879 F. Supp. 28 (E.D. Pa. 1995).

REMEDIES UNDER THE PENNSYLVANIA LEMON LAW

REPURCHASE

The Pennsylvania lemon law sets out the following amounts that a manufacturer must pay when it repurchases a motor vehicle under the lemon law:

1. The full purchase or lease price; and
2. All collateral charges, which case law indicates may include all possible charges associated with the purchase of a car, including finance charges⁴;
3. Less a reasonable allowance for the purchaser's use of the vehicle.

The reasonable allowance for use is that amount directly attributable to use by the purchaser prior to the purchaser's first report of the nonconformity to the manufacturer. The reasonable allowance for use may not exceed the lesser of 10 cents per mile driven prior to the first report or 10% of the vehicle's purchase or lease price.

REPLACEMENT

When replacing a vehicle under the Pennsylvania lemon law, the manufacturer must provide a comparable motor vehicle of equal value. The reasonable allowance for use appears not to apply to a replacement.

⁴ *Giacinto v. General Motors Corporation*, 1989 U.S. Dist. LEXIS 1459 (E.D. Pa. 1989). See also *Gambrill v. Alfa Romeo, Inc.*, 696 F. Supp. 1047 (E.D. Pa. 1988); *Robinson v. Hyundai Motor America*, 683 F.Supp. 515 (E.D. Pa. 1988).



CHEVROLET PONTIAC BUICK *Cadillac* GMC Oldsmobile SATURN HUMMER

November 22, 2010

Dealer Confirmation Letter-Straight

BAIERL CHEVROLET INC
10430 PERRY HWY
WEXFORD, PA 15090

Subject: 2005 Chevrolet Malibu Maxx
Customer: [REDACTED]
VIN: 1G1ZT62865H [REDACTED]
Ref SR: 1-423689315 V-24624

Dear Jeff Knock:

General Motors will issue a check in the amount of **\$7,423.99** made payable to [REDACTED]. Once RVDC receives the completed repurchase paperwork, GM will issue a check in the amount of \$5,499.84 to **GMAC**. Please be sure to return the repurchase documents to General Motors RVDC immediately for completion of the repurchase. Do not wait for the final repair order. The repair order may be faxed once the repair has been completed.

Thank you for your cooperation.

Sincerely,

General Motors RVDC
2717 Schust Rd
Saginaw, MI 48603

If you are in agreement with this offer, please sign and date below and return this agreement to my attention at the following fax # 866-802-6668 by Wednesday December 20, 2006. If you have any questions you may reach me at 866-802-6625 ext2305.

BAIERL CHEVROLET INC 113517 Management Agent's Signature and Title.

BAIERL CHEVROLET INC 113517 Management Agent's Printed Name and Title.

