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

AUG 1 6 2007

anevino

Chevrolet Custoner Assistance Ctr. P.O. Box 33170 Detroit, MI 48232-5170

4823245170

August 12, 2007

Chevrolet Motor Division PO Box 10054 Toledo, OH 43682-4074

To Whom It May Concern:

This is in response to your Service Satisfaction Survey of my 2005 Malibu LS. At this point, I am very discouraged and dissatisfied with the vehicle. My Malibu's VIN # is 1G1ZT54805F

Who am I and why would I take the time to write this letter?

1 am: 50 years old, married, with no children at home.
A college graduate in a management position with a food company.
Strong brand loyalty-Since age 17, I have owned 10 vehicles, all Chevrolets.
Hobbies include being an automotive (gearhead) enthusiast;
I collect Chevrolet Memorabilia.
Coming from a Chevrolet family, my grandfather owned a "490" Chevrolet.
My brothers and sisters first cars were Chevrolets.

Writing this letter is very hard for me. I have always believed in the Chevrolet product and have not seriously considered owning anything else until now. The issue is the product itself, not the service.

Over the years I have seen friends and family members go to import vehicles for their transportation needs. Their main reasons are for the quality/reliability of the product. My two brothers have owned many GM vehicles with recent mixed results. They purchased Toyotas and have seen a major difference in service issues. My wife drives a 2005 Toyota based product and after 24,000 miles, it has never been back to the dealer for a service repair. On the other hand, please review the service repairs for my Malibu.

My service experiences at Classic Chevrolet have been very good ones. Service Manager Tim Brogan and his crew are good people. If there is a concern or mistake made, they take care of the problem. During the first 17,000 miles of ownership, I would have recommended the Malibu to prospective buyers. It is a quiet comfortable car with good visibility. The V6 engine runs well and gas mileage has been very good.

From 17,726 miles to the present (24,000 miles), it has had a major engine repair, two steering replacements and a rear brake job. The issues that I have today concerns the last two problems mentioned.

From my understanding, the steering situation is an ongoing issue with no revised parts to permanently correct the problem.

When Classic Chevrolet informed me that the rear brake discs needed to be replaced, I was totally in shock. It was explained to me that this is not unusual for this product. Although I live in the Dallas/Ft Worth metroplex, my daily 26 mile drive would be counted moderate with minimal stop and go traffic. The Malibu is not a sports/performance car and I do not drive it as one. I have NEVER had brakes replaced on a vehicle during this short of a time unless there was a quality problem. Normal brake replacements for my vehicles have been 60,000 to 80,000 miles on an average. Because of a service check by Classic Chevrolet the week before (tech stated brakes and tires were like new), I was responsible only for the cost of the brake pads.

When reviewing the ownership of my previous Chevrolets, perhaps I was looking at them thru rose colored glasses. My last vehicle (Lumina LTZ) and the Malibu have had issues that should not have happened.

What do I do now? Become one of the many disgruntled American made car buyers that fade into the masses as a new Toyota/Honda owner. I want to continue to buying Chevrolets but need confidence that the product will hold together. To obtain this confidence level, I am asking the following from Chevrolet.

Steering gear/Steering Shaft-Extend Service Coverage to 100,000 miles or to October 20, 2012 whatever comes first. Chevrolet would make repairs to correct defects related to materials or workmanship during the coverage period specified.

Rear Brakes-Extend Service Coverage to 80,000 miles or to October 20, 2012 whatever comes first. Chevrolet would replace the brake pads, machine rotors or replace rotors if needed. This would include all labor and parts.

When growing up in rural Northern Missouri, my father would usually purchase the family vehicles from Peterson Chevrolet. The question was put to him, "Why buy from them?" His answer was that "Yes, there are other dealers with cheaper priced cars but I know that Peterson's will stand by the product."

Chevrolet current logo is "We'll be there". I am asking for you to be there. Give me a reason to buy another Chevrolet.

Please seriously consider my request. I have invested 33 years of ownership with Chevrolet products.

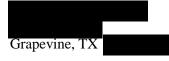
I wait to hear from you.

Sincerely,

24

Companying TV	
Grapevine, TX	

Copy- Mr. Tim Brogan, Service Mgr, Classic Chevrolet/Grapevine, TX Chevrolet Customer Assistance Ctr/Detroit, MI December 29, 2010



Service Request: 71-548303570 Customer Relationship Specialist: Rinny Smith

#### Dear

Chevrolet is pleased to provide service coverage for the steering on your 2005 Chevrolet Malibu, Vehicle Identification Number 1G1ZT54805F This service coverage will commence upon the expiration of the applicable New Vehicle Limited Warranty and will continue until October 20, 2012, or 100,000 miles, whichever occurs first. Chevrolet will make repairs to correct defects related to materials or workmanship occurring during the coverage period specified above. The following item(s) are covered:

Steering -

Gear housing and all internal parts; rack and pinion; power steering pump; steering shaft couplings; seals and gaskets.

Chevrolet will not be responsible for conditions arising from tampering, abuse, physical damage, or improper maintenance. This coverage is not transferable to any other vehicle or subsequent owner of your vehicle. Please keep this letter with your Malibu. Should your vehicle require repairs within the coverage period, present this letter to the Service Manager of an authorized Chevrolet Dealership.

If you have any future questions, feel free to contact our Chevrolet Customer Assistance Center at 1-800-222-1020 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer to your service request number above and any of our Customer Relationship Specialists will be happy to assist you.

Sincerely,

Chevrolet Customer Assistance Center

ATTENTION: DEALERSHIP SERVICE MANAGER Component Service Coverage

Submit the claim with all the appropriate authorization codes and H route it to your Area Service Manager. Be sure to retain a copy of this letter in the customer's file and return the original to the customer.

North Americ General Motors Disbursements (2 PO Box 62530 Phoenix, AZ 8500	can Opera Corporation 613) 82-2530	itions		<u>G M</u>			CHECK	No.	50 2
DATE 02/21/08		<b>*****</b> **	*****4,5	00 DOLLAI	s →	(XXX00 CE	NTS **** **)	AMOUNT (	××4,500.00
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KEINDUKS		LUILUNG VALL OUU-40		TOTAL	C	4,500.00	I	.00	4,500

February 14, 2008

Harry Bradley, Esq. Krohn & Moss, Ltd. 5055 Wilshire Blvd Ste 300 Los Angeles, CA 90036-6101

RE: v. General Motors Corporation Service Request: 71-567480987 2005 Pontiac G6 Vehicle Identification Number: 1G2ZG528454 Customer Relationship Specialist: Edna Rodriguez

Dear Mr. Bradley:

Enclosed please find a check in the amount of \$4,500.00 made payable to & Krohn & Moss, Ltd. to settle the above-referenced case.

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

Sincerely,

General Motors Corporation

LG0062 V07092007 February 14, 2008

Harry Bradley, Esq. Krohn & Moss, Ltd. 5055 Wilshire Blvd Ste 300 Los Angeles, CA 90036-6101

RE: v. General Motors Corporation Service Request: 71-567480987 2005 Pontiac G6 Vehicle Identification Number: 1G2ZG528454 Customer Relationship Specialist: Edna Rodriguez

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

Sincerely,

General Motors Corporation

LG0062 V07092007

### **Privileged and Confidential Information**

#### CASE ASSESSMENT - LEGAL (NON SMALL CLAIMS)

By: Vaniecia Edwards State: IN

Customer Name:	Service Request: 71-	567480987 GM L	egal File No.: n/a
Vehicle ID No.: 1G2ZG528454	In Service Date: 4/2/05	Vehicle is:	BAC Code: {Selling

In Service Date: 4/2/05

BAC Code: {Selling Vehicle is: {New/Used} Dealer} Vehicle Purchased Used on: {n/a or mm/dd/yy} at odometer {odometer}

Year, Make & Model: 2005 Pontiac G6

Lien holder: GMAC Other : {Name} Purchased at Suzuki dlr

# **VEHICLE REPAIR HISTORY**

	<u>&gt;</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10/22/07	010264	*	50,791	C/S to replace front brakes. / Replace front brake pads and lathed front rotors.

### Engine/Fuel/Exhaust

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/6/06	223765	1	23,648	C/S oil leaking. / CC-VN FC-2K. Oil pan gasket leaking. – Replace oil pan gasket.
1/18/07	234671	*	34,194	Č/S veh cranks long before starting. / Could not recreate. – Crank time was normal upon multiple cycles.
2/19/07	235723	*	35,622	C/S veh slow to start at times. Cranks but won't start. / Check start system. – Ok at this time.

### Steering

□ Brakes

Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
9/27/06	230626	1	29,105	C/S feel and hear scraping, mostly when turning left at parking lot speeds and quick turns. / Ordered steering gear.
10/3/06	230806	2	29,346	C/S feels and hears scraping, mostly when turning left at parking lot speeds and quick turns. / Steering gear make noise internally. – Replace steering gear. Road test/
1/18/07	234671	1	34,194	C/S clicking noise when turning slower speeds. / <b>Perform bulletin #</b> <b>1869323.</b> Reposition I shaft. No abnormal noises hard after adjustment.
8/6/07	241822	1	44,920	C/S while driving straight or when turning wheel, there is a pop type noise in veh. / Intermediate shaft dry noisy. – Check out and lube intermediate shaft.
10/22/07	010264	3	50,791	C/S when turning to the left, veh makes a thump like hitting something and while driving, veh makes a jingle type noise. / Owner has a history of like concern. Intermediate shaft binding. – Check out and replace intermediate shaft.

### Body/Trim

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	C/S left rear window will not go down. / Rear window switch repair.
*	*		*	C/S rear window defogger inoperative. / No problem found.

□ <u>Electri</u>	<u>cal</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/11/06	223922	1	23,664	C/S service light on. / CCWG FC-7L. Bank 2 sensor 2 heater circuit. No power to heater in Q2. – Repair open circuit. Repair loose fitting connector.
6/7/06	226191	1	25,448	C/S left rear window will not go down. / CC-0J FC-7L. Broken wire switch. / R&R left rear door panel. Found wire to window switch broken. – Repair wire.
2/19/07	235723	2	35,622	C/S gauges stick when starting. / See Gary. – Normal operation. No failure found.
□ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	C/S A/C system inoperative. No getting cold.
Suspe	<u>nsion</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
8/6/07	241822	*	44,920	C/S veh makes rub squeak noise while driving. Worse at slow speeds. / Could not recreate. Test drove 3 times. Could not recreate.
□ <u>Wheel</u>	/Tires			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	C/S hears tire noise and vibration. / Tech from Sloan did not find a thing on the way over.
□ <u>Recall</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	Recall 05548. Engine harmonic balancer not seated. Tightened bolt for recall. Perform recall 05548.
			THE S	TATE LEMON LAW READS:

Days out of service: **30 or more calendar days** Repairs **4 for same**. Time period: **SPECIFIED**. **First occurrence report 18 months or 18,000 miles** Does Lemon Law state nonconformity must continue to exist? **YES** If applicable, safety-related repairs **N/A** Safety-related time period **N/A** 

Number of repair attempts in the presumption period: Total days out of service during the presumption period: Total days out of service during customer's ownership:

# PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: Date & Offer/Result:

Concern: Date & Offer/Result:

Concern:

## RECOMMENDATION AND RATIONALE

# REASON FOR REMOVAL

**CRM FINAL OFFER:** 

DATE:

OFFER TO CUST: \$ ATTORNEY FEES: \$ OR INCLUSIVE OFFER: \$

PLAINTIFF'S FINAL DEMAND:

DATE:

AMOUNT TO CUST: \$

ATTORNEY FEES: \$
OR INCLUSIVE OFFER: \$

TEAM MANAGER APPROVING:

Date:

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

\* SES light is to be captured under affected component above.

Mr. Bradley,

An offer was sent to you via email on 11/21. To this date, I have yet to receive a response. Please review the attached offer and respond at your earliest convenience. Thank you



0001101101.000

Edna Rodriguez 866-790-5700 ext 21317

Departm	W-9 avomber 2005) ent of the Treasury Revenue Service	R Identificat	lequest fo tion Numb	r Taxpayer er and Certification	l	Give form to the requester. Do not send to the IRS.
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Part	II Certific penalties of perju	······································	·····			****
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<ul> <li>U.S. person. Use Form W-9 only if you are a U.S. person (Including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: <ol> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee.</li> <li>In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively</li> </ol> </li> </ul>			Special rules for partnersh trade or business in the Uni to pay a withholding tax on income from such business. Form W-9 has not baen rec presume that a partner is a withholding tax. Therefore, i partner in a partnership con United States, provide Form establish your U.S. status as share of partnership income	ted States a any foreign Further, in eived, a part foreign pers f you are a l ducting a tra two w-9 to the davold wit	re generally required partners' share of certain cases where a inership is required to on, and pay the J.S. person that is a ade or business in the partnership to hholding on your	
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• The U.S. owner of a disregarded entity and not the entity,

Cat. No 10231X

are;

Mr. Bradley,

This email is being sent to follow up on the cash offer sent on 12/15. It has been attached below. Please respond at your earliest convenience. Thanks



Edna Rodriguez 866-790-5700 ext 21317 Go up to \$4500 inclusive as FINAL

Manager Review

Empowered for Cash

Total Cash = \$4500 inclusive - SEND FINAL OFFER LETTER

Tamera Shultz (tamera.shultz@gm.com) Legal Coordinator North Central & North Eastern Regions General Motors Legal Staff (512) 386-0773 (Ph) (248) 267-4427 (Fax) General Motors Corporation c/o MSX International, Att: BRC Legal 1919 Concept Drive, Warren, MI 48091



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

### VIA FAX ONLY

November 21, 2007

Harry Bradley, Esq. Krohn & Moss, Ltd. 120 W Madison 10th Fl Chicago, IL 60602

RE:

Service Request: 71-567480987 2005 Pontiac G6 Vehicle Identification Number: 1G2ZG528454 Customer Relationship Specialist: Edna Rodriguez

Dear Mr. Bradley:

We regret that your client(s) is dissatisfied with her 2005 Pontiac G6 and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$ 2,750.00.

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

Your client(s) would retain the vehicle.

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









HUMMER





January 4, 2011 Page 2

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

Sincerely,

General Motors Corporation

cc: FILE

LG0044 V07022006

Attach.

Odometer

Client's Signature

Client's Signature

Date

Date















£2,

General Motors Corporation Business Resource Center PO Box 33170 Detroit, 341 48232-5170

#### VIA FAX ONLY

November 8, 2007

Harry Bradley, Esq. Krohn & Moss, Ltd. 120 W Madison 10th Fl Chicago, IL 60602

#### RE:

Service Request: 71-567480987 2005 Pontiac G6 Vehicle Identification Number: 1G2ZG528454 Customer Relationship Specialist: Vaniecia Edwards

Dear Mr. Bradley:

This is to advise that General Motors is in receipt of the above referenced case dated November 8, 2007. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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



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

siacona bumai

$\boxtimes$	
$\square$	

Finance agreement Buyer's agreement

General Motors Corporation C/o MSX International, ATTN: BRC Legal 1919 Concept Drive Warren, MI 48091

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

Sincerely,















Page 2

General Motors Corporation cc:







akapatang











## **RELEASE OF LIEN INFORMATION**

I	,
I(Client's Name)	(Client's Social Security Number)
hereby authorize	
(Lien holder Name)	
	(Lien holder Phone Number)
(Lien holder Address)	
to release any and all information regarding my	y loan account # (Account Number)
	(Account Number)
with(Lien holder Name)	
(Lien noider Name)	
to General Motors Corporation, including but i loan payoff amount, and per diem information.	not limited to a complete payment history of my account, a
Date	
VEHICI	LE INFORMATION
The current vehicle mileage is	Date mileage read:
Signature	Signature
LG0006 V07092007	











Go up to \$4500 inclusive as FINAL

Manager Review

Empowered for Cash

Total Cash = \$4500 inclusive - SEND FINAL OFFER LETTER

Tamera Shultz (tamera.shultz@gm.com) Legal Coordinator North Central & North Eastern Regions General Motors Legal Staff (512) 386-0773 (Ph) (248) 267-4427 (Fax) General Motors Corporation c/o MSX International, Att: BRC Legal 1919 Concept Drive, Warren, MI 48091 My client accepts GM's offer of \$4,500 inclusive. Please forward your release.

Harry

From: edna\_rodriguez@gmexpert.com [mailto:edna\_rodriguez@gmexpert.com] Sent: Friday, December 28, 2007 3:39 PM To: Bradley, Harry Subject: Re: FW:

Mr. Bradley,

Please review GM's Final offer with your client. Thank you

Edna Rodriguez 866-790-5700 ext 21317

"Bradley, Harry" <hbradley@consumerlawcenter.com>

12/21/2007 10:24 AM

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Ms. Rodriguez,

I have discussed GM's offer with my client and she rejects it. I have been instructed to maintain her demand of \$6,750 inclusive of attorney's fees to settle this case. Please review this matter and respond with GM's position on settlement. I look forward to your response.

F W :

Harry

From: edna\_rodriguez@gmexpert.com [mailto:edna\_rodriguez@gmexpert.com] Sent: Saturday, December 15, 2007 10:35 AM To: Bradley, Harry Subject: RE:

Mr. Bradley,

Please review the attached.

Edna Rodriguez 866-790-5700 ext 21317

### "Bradley, Harry" <hbradley@consumerlawcenter.com>

12/04/2007 06:21 PM

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Ms. Rodriguez,

I have discussed GM's offer with my client and she rejects it. However, I have been authorized to reduce her demand to \$6,750 inclusive of attorney's fees to settle this case. Please review this matter and respond with GM's position on settlement. I look forward to your response.

Harry

From: edna\_rodriguez@gmexpert.com [mailto:edna\_rodriguez@gmexpert.com] Sent: Wednesday, November 21, 2007 8:26 AM To: Bradley, Harry Subject:

Mr. Bradley,

Please review that following offer with your client, and respond at your earliest convenience. Thank you.

Edna Rodriguez 866-790-5700 ext 21317

INDIANA CERTIF	FICATE OF	VEHICLE	REGISTR	ATI	ION			REGOI NHM 484		APPROV	ED IN S	TATE BOARD OF J	ACCOUNTS 1996
R 07	IL IF WEICHT F XPN		PROVIDEN NUMP	N FI		GN : N	I A I YI AI YI AI		163.00		0.00	0.00	163.00
05 PON 45 G/6	16226528		os.on TEA∕		13/06	лв И	PIKS Year Dax	r l'	NIYEX IAK D.DO		0.00	0.00	CANIV JAKELE 0.00
CTARS AST INVESTIGATION DATE 12 4 08/29/07	FLDYD	IY	rexevenancement New	500341	SI CILITY	KUR	CFI 1	XBAINGE	лыхалы 403		4031	700104	ENARY IAXOUF
IMPORTANT: REGISTRATION MUST BE SIGNED TO BE VALID								werewinder 0.00					
I swear or affirm under penalty of perjury that the statements made herein are correct. I am now providing proof of linancial responsibility for this vehicle and affirm that insurance will be continuously maintained during the registration period.								20.75					
Additional tax and/or lees may be due if an error is made.									47448171 0.00				
									idatohiy q				CIICANDONATION 1.00
													10101 ANCAUTEAU 183,75
											1	1616	1 100.10



NEW ALBANY, IN

\*\* Excise Tax reduced by 163.00 on this registration.

C CB

No. 6702



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

### VIA FAX ONLY

December 15, 2007

Harry Bradley, Esq. Krohn & Moss, Ltd. 120 W Madison 10th Fl Chicago, IL 60602

RE:

Service Request: 71-567480987 2005 Pontiac G6 Vehicle Identification Number: 1G2ZG528454 Customer Relationship Specialist: Edna Rodriguez

Dear Mr. Bradley:

We regret that your client(s) is dissatisfied with her 2005 Pontiac G6 and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$ 3,500.00.

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

Your client(s) would retain the vehicle.

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









HUMMER





January 4, 2011 Page 2

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

Sincerely,

General Motors Corporation

cc: FILE

LG0044 V07022006

Attach.

Odometer

Client's Signature

Client's Signature

Date

Date













46U 19B	GG - GCYL SEDAN STEALTH GRAY METALLIC EBONY CR NO. HWXDXV/FDR			PONTIAC/GN GENERAL MO 100 RENAIS DETROIT	OTORS CORE SSANCE CEN	PORATION
	1G2 ZG52 84 54					
MODE 2ZG6	L & FACTORY OPTIONS 9 G6 - 6CYL SEDAN FLT-ENTERPRISE RENT A 50-STATE EMISSIONS AXLE RATIO 3.05 ENGINE, 3.5L V6 SFI 4-SPEED AUTOMATIC TRAN PREMIUM VALUE PACKAGE * (4) WHEELS, 16" CAST PAINTED * AM/FM STEREO 6 DISC	2 CAR NSMISSION INCLUDES CALUMINUM CD PLAYER	MSRP 0675.00 0.00 N/C 0.00 0.00 1575.00	INV AMT 18297.38 0.00 N/C 0.00 0.00	FLEET INVOICE ( SHIPPED ( EXP I/T ( INT COM ( PRC EFF ( KEYS G183 WFP-S QTF	04/01/05 04/01/05 04/05/05 04/05/05 01/01/04 37 G1837 R OPT-1 00805331 AC - 010
VQ2 VX7 V2G	(REPLACES STD/OPT/PH * SUNROOF, POWER TILT LICENSE PLATE BRACKET, FLEET ORDERING AND ASS LONG TERM DAILY RENTAI CREDIT IN LIEU OF FUEI 6-CYL, PCH OPTION PKG	& SLIDE FRONT SISTANCE PROGRAM	0.00 0.00 0.00	500.00- 20.15-	MRM: CUST PO 1	32.9 22880.00 NUMBER:

TOTAL MODEL	& OPTIONS	21655.00	18620.03	ACT 231 19245.03
DESTINATION	CHARGE	625.00	625.00	

BORCHERDING PONTIAC BUICK GMC

REMIT TO GMAC NO. 010 VIN 1G2ZG528454 \$ 19245.03 INV 2AD50883253 DUE 04/05/05 DEALER 09-527

				11101 1
VIN: 1G2ZG5284 54 VIN TYPE: N	1	SELLG	SCE: 16 MDL YR:	05 ORD NO: HWXDXV
	SS/	DOCUMENT	I INC	
EVENT DESC	SITE CD	NUMBER	S EVENT DT CD	AMOUNT
INCENTIVE MEMO	16 99002	00028117855	05/06/05 MXB	0.00
INCTV PAYMENT	16 99002	00028117855	05/06/05 MXB	0.00
INCTV APPLICATN	16 99002	00028117855	05/06/05 MXB	0.00
INCENTIVE MEMO	16 09527	2AD50883253	04/05/05 VX7	500.00
INCTV PAYMENT	16 09527	2AD50883253	04/05/05 VX7	500.00
INCTV APPLICATN	16 09527	2AD50883253	04/05/05 VX7	500.00
EXPIRATION TRAN	16 09527	2AD50883253	04/05/05	0.00
SETTLEMENT DATE	16 09527	2AD50883253	04/05/05	19,245.03 CR
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DELIVERY TO CUS	16 09527		04/02/05	0.00
ORIGINAL INVOIC	16 09527	2AD50883253	04/01/05	19,245.03
COV/NVIS DATE	16 09527	2AD50883253	04/01/05	0.00
SHIPMENT DATE	16 09527		04/01/05	0.00
PRODUCTION (BUI	16 09527		04/01/05	0.00
PREFERENCE TO P	16 09527		01/25/05	0.00
GM ORDER ACCEPT	16 09527		01/21/05	0.00
GM ORDER ACCEPT			01/21/05	0.00

Ms. Rodriguez,

I have discussed GM's offer with my client and she rejects it. However, I have been authorized to reduce her demand to \$6,750 inclusive of attorney's fees to settle this case. Please review this matter and respond with GM's position on settlement. I look forward to your response.

Harry

From: edna\_rodriguez@gmexpert.com [mailto:edna\_rodriguez@gmexpert.com] Sent: Wednesday, November 21, 2007 8:26 AM To: Bradley, Harry Subject:

Mr. Bradley,

Please review that following offer with your client, and respond at your earliest convenience. Thank you.

Edna Rodriguez 866-790-5700 ext 21317

RCMPR010		13/06 11:16 1							
VIN: 1G2ZG5284 54		SELLG SCE:	16 MDL YR	: 05	ORD NO: H	IWXDXV			
ODATE: 01/21/05 ORDER DDATE: 04/02/05 DLVY						09527			
DLVY DOE: 04/02/05 CANC: CANC DOE:									
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	INCENTIVES								
CODE PAY SS/SITE MXB 01 16 99002	INV/INC NO 00028117855				DLR SHR 0.00				
PROCESS TYPE: 001 DATA SCE: FLT MISC DATE: POLICY PYMT CMNT:	CHECK NO: INC MEMO NO: MISC: 00700	00028117855	SSN: AUTH PUR	CD: ACTV	TYPE: 6				
	TNR/TNG NO		AMOUNT						
CODE PAY SS/SITE VX7 01 16 09527	2AD50883253								
	CHECK NO: INC MEMO NO: MISC: VX7	2AD50883253	SSN: 3 AUTH PUR	CD:					
POLICY PYMT CMNT:				ACTV	TYPE: 6				

## **Privileged and Confidential Information**

#### CASE ASSESSMENT - LEGAL (NON SMALL CLAIMS)

By: Vaniecia Edwards State: IN

Customer Name:	Service Request: 71-	567480987 GM L	egal File No.: n/a
Vehicle ID No.: 1G2ZG528454	In Service Date: 4/2/05	Vehicle is:	BAC Code: {Selling

In Service Date: 4/2/05

BAC Code: {Selling Vehicle is: {New/Used} Dealer} Vehicle Purchased Used on: {n/a or mm/dd/yy} at odometer {odometer}

Year, Make & Model: 2005 Pontiac G6

Lien holder: GMAC Other : {Name} Purchased at Suzuki dlr

# **VEHICLE REPAIR HISTORY**

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:						
10/22/07	010264	*	50,791	C/S to replace front brakes. / Replace front brake pads and lathed front rotors.						

# Engine/Fuel/Exhaust

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/6/06	223765	1	23,648	C/S oil leaking. / CC-VN FC-2K. Oil pan gasket leaking. – Replace oil pan gasket.
1/18/07	234671	*	34,194	Č/S veh cranks long before starting. / Could not recreate. – Crank time was normal upon multiple cycles.
2/19/07	235723	*	35,622	C/S veh slow to start at times. Cranks but won't start. / Check start system. – Ok at this time.

# Steering

□ Brakes

Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
9/27/06	230626	1	29,105	C/S feel and hear scraping, mostly when turning left at parking lot speeds and quick turns. / Ordered steering gear.
10/3/06	230806	2	29,346	C/S feels and hears scraping, mostly when turning left at parking lot speeds and quick turns. / Steering gear make noise internally. – Replace steering gear. Road test/
1/18/07	234671	1	34,194	C/S clicking noise when turning slower speeds. / <b>Perform bulletin #</b> <b>1869323.</b> Reposition I shaft. No abnormal noises hard after adjustment.
8/6/07	241822	1	44,920	C/S while driving straight or when turning wheel, there is a pop type noise in veh. / Intermediate shaft dry noisy. – Check out and lube intermediate shaft.
10/22/07	010264	3	50,791	C/S when turning to the left, veh makes a thump like hitting something and while driving, veh makes a jingle type noise. / Owner has a history of like concern. Intermediate shaft binding. – Check out and replace intermediate shaft.

# Body/Trim

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	C/S left rear window will not go down. / Rear window switch repair.
*	*		*	C/S rear window defogger inoperative. / No problem found.

□ <u>Electri</u>	<u>cal</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/11/06	223922	1	23,664	C/S service light on. / CCWG FC-7L. Bank 2 sensor 2 heater circuit. No power to heater in Q2. – Repair open circuit. Repair loose fitting connector.
6/7/06	226191	1	25,448	C/S left rear window will not go down. / CC-0J FC-7L. Broken wire switch. / R&R left rear door panel. Found wire to window switch broken. – Repair wire.
2/19/07	235723	2	35,622	C/S gauges stick when starting. / See Gary. – Normal operation. No failure found.
□ <u>HVAC</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	C/S A/C system inoperative. No getting cold.
🗌 <u>Suspe</u>	<u>nsion</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
8/6/07	241822	*	44,920	C/S veh makes rub squeak noise while driving. Worse at slow speeds. / Could not recreate. Test drove 3 times. Could not recreate.
U Whee	/Tires			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	C/S hears tire noise and vibration. / Tech from Sloan did not find a thing on the way over.
□ <u>Recall</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
6/7/06	226191	*	25,448	Recall 05548. Engine harmonic balancer not seated. Tightened bolt for recall. Perform recall 05548.
			THE S	TATE LEMON LAW READS:
Days out	of service:	30 or more	calendar da	ays

Days out of service. So of more calendar days
Repairs 4 for same.
Time period: SPECIFIED. First occurrence report 18 months or 18,000 miles
Does Lemon Law state nonconformity must continue to exist? YES
If applicable, safety-related repairs N/A
Safety-related time period N/A

Number of repair attempts in the presumption period:	0
Total days out of service during the presumption period:	0
Total days out of service during customer's ownership:	13

# PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: Date & Offer/Result:

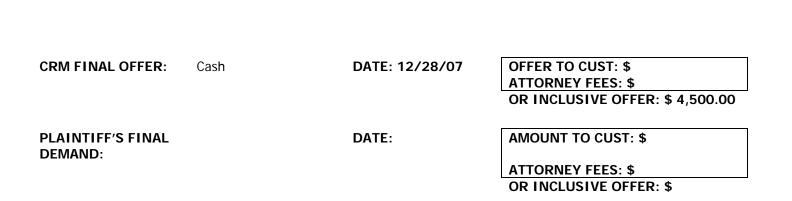
Concern: Date & Offer/Result:

Concern:

# RECOMMENDATION AND RATIONALE

**CRS recommends \$ 2,750.00- \$ 3,500.00.** purchased 2005 Pontiac G6. In service date of 4/2/05. Vehicle did not have any visits to dealership until 4/11/06 @ 23,664 miles. Customer's main complaint is noise when turning. First complaint was on 9/27/06 at 29,105 miles. Since then customer has had 3 other complaints up until 50,791 miles. 2 repairs were within warranty. Steering gear was replaced, I shaft was repositioned. After warranty intermediate shaft was lubed and then replaced. As of 10/22/07 vehicle had 50,791 miles.

# **REASON FOR REMOVAL**



TEAM MANAGER APPROVING:

Date:

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

\* SES light is to be captured under affected component above.



£2,

General Motors Corporation Business Resource Center PO Box 33170 Detroit, 341 48232-5170

#### VIA FAX ONLY

November 8, 2007

Attention Sandy Cc: Pat Gilden Clapp Pontiac Buick Gmc Truck 406 E Lewis & Clark Parkway Clarksville, IN 47129-1728

#### RE:

Service Request: 71-567480987 2005 Pontiac G6 Vehicle Identification Number: 1G2ZG528454 Customer Relationship Specialist: Vaniecia Edwards

Dear Sandy:

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

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

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

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

Sincerely,

#### General Motors Corporation





Second Sume











November 8, 2007 Page 2







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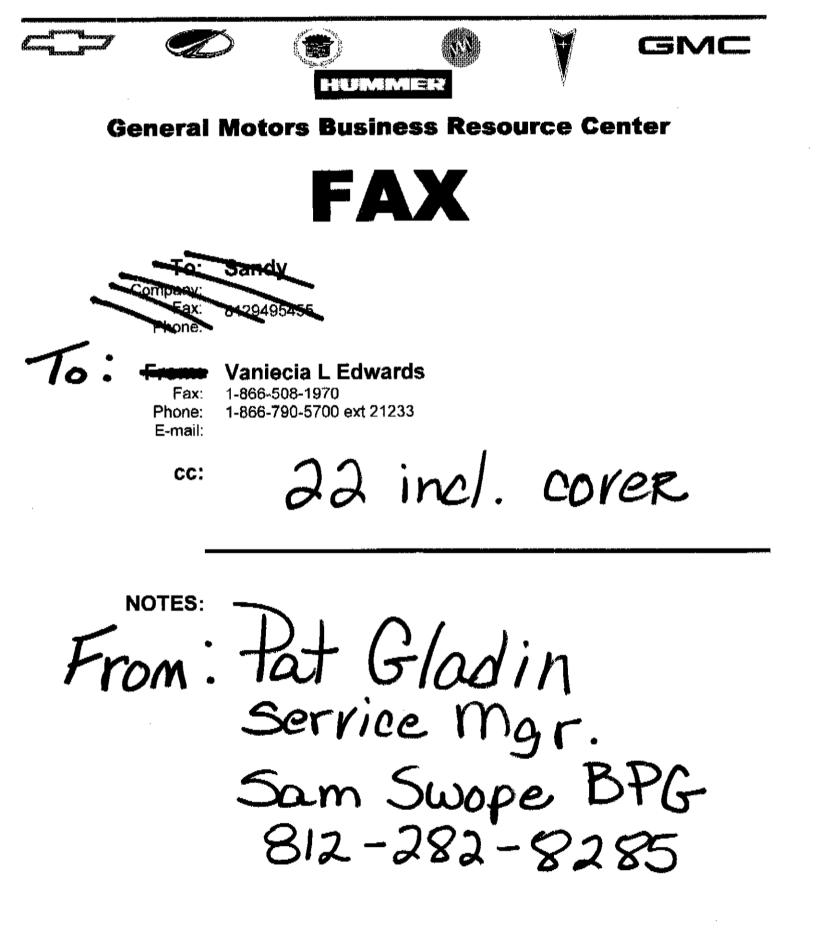


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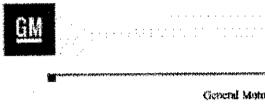
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Fax Server

11/8/2007 3:17:48 PM PAGE 2/003 Fax Server



General Motors Corporation Basings Resource Concer PO Box 33170 Denvir, MI 48232-5170

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November 8, 2007

Attention Sandy Cc: Pat Gilden Clapp Pontiac Buick Gme Truck 406 E Lewis & Clark Parkway Clarksville, IN 47129-1728

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Sincerely.

General Motors Corporation





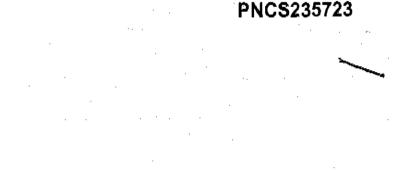
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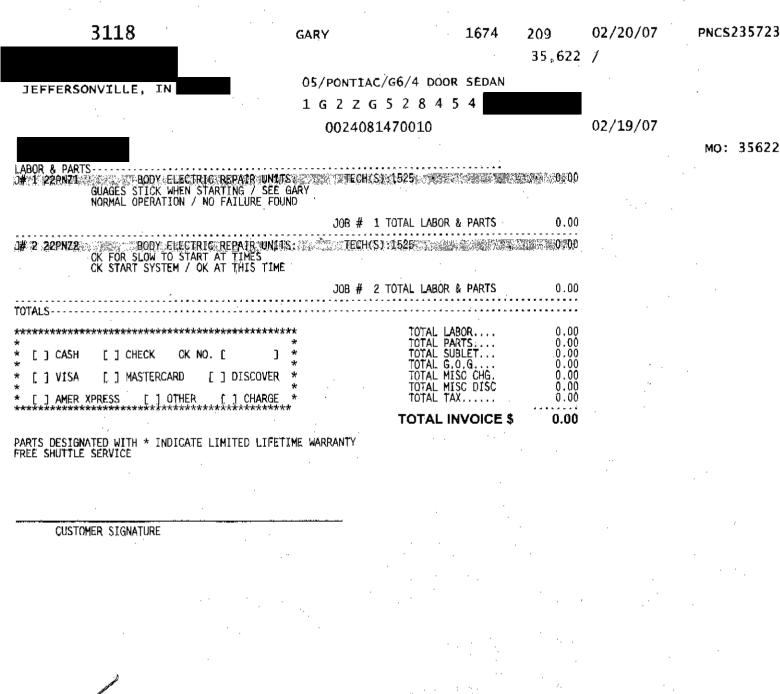




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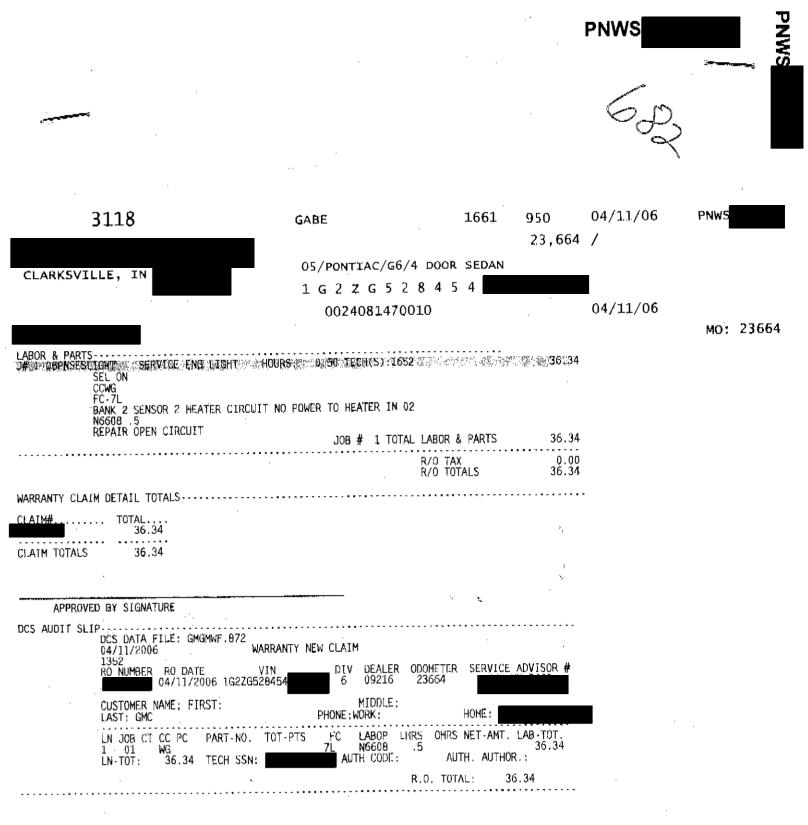


PAGE 1 OF 1

SERVICE FILE COPY

FROM :CLAPP P	ONTIAC BUICK	FAX NO. :	8122806393	Nov. 09 2007	01:26AM P4	4
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125 W <b>+t</b> ewis (812) 9	& Clark Parkway • Cla 948-1541 • (812) 949	arksville, IN 47129 9-5455 Fax 72,00		9wis & Clark Parkway ∞ ( 812) 282-8285 ∞ (812) 28	Dlarksville, IN 98-551 <u>5 F</u> ax	47129
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				THE ONLY WARRANTIES APPLYING TO THE BE, OFFERED BY THE MANUFACTURE! EXPRESSIV DISCLAMS ALL WARRANTI INCLUDING ANY IMPLIED WARRANTY OF M PARTICULAR PURPOSE, AND NEITHER ASS PERSON TO ASSUME FOR TANY LIADILITY THIS PART(S) AND/OR SERVICE, BUYER SY FROM THE SELLING DEALER ANY CONS PROFERTY, DAMAGES FOR LOSS OF USE ON INCOME, OR ANY OTHER INCIDENTAL D.	A. THE SELLING DEAL SS. RITHER EXPRESS IERCHANTABILITY OR FI UMES NOR AUTHORIZES (IN CONNECTION WITH ALL NOT BE ENTITLED EQUENTIAL DAMAGES, LOSS OF TIME, LOSS	LER HEREBY OR IMPLIED, INESS FOR A 3 ANY OTHER THE SALE OF TO RECOVER DAMAGE TO
PAGE 1 OF 1		тесн сору	an digina wa shuka wa ƙ			35723

Nov. 09 2007 01:27AM P5



PAGE 1 OF 1



 125 W. Lewis & Clark Parkway • Clarksville, IN 47129
 406 E. Lewis & Clark Parkway • Clarksville, IN 47129

 (812) 948-1541 • (812) 949-5455 Fax
 406 E. Lewis & Clark Parkway • Clarksville, IN 47129

# RECOMMENDED SERVICES

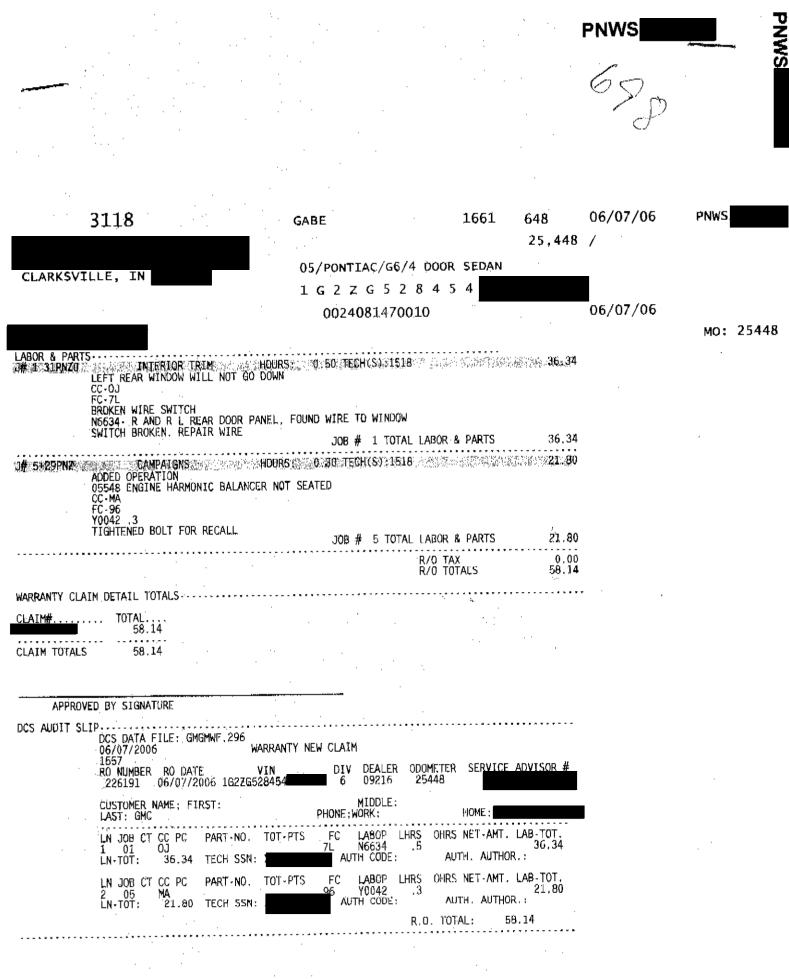
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#### SERVICE HISTORY

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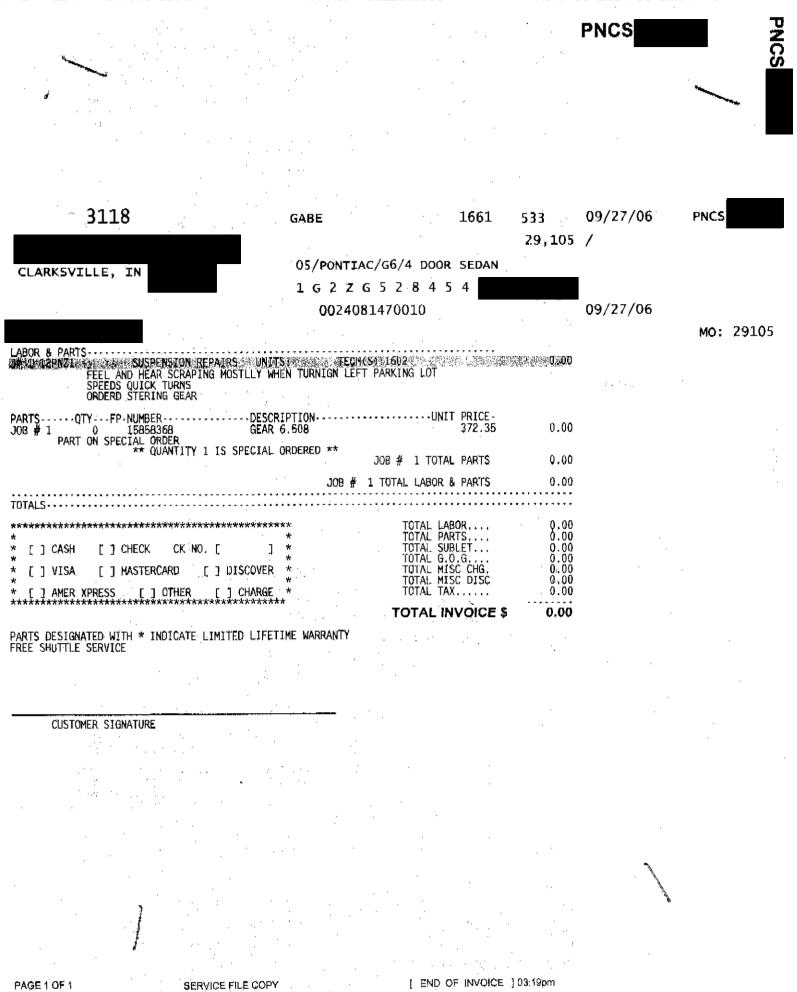
Nov. 09 2007 01:29AM P7



PAGE 1 OF 1

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*125 V	W. Lewis & Clark Parkway • Clark (812) 948-1541 • (812) 949-		ewis & Clark Parkway • Clarksville, IN 47129 12) 282-8285 • (812) 288-5515 Fax
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Nov. 09 2007 01:30AM P9



[ END OF INVOICE ] 03:19pm







125-W. Lewis & Clark Parkway 

Clarksville, IN 47129

(812) 948-1541 • (812) 949-5455 Fax

(812) 282-8285 • (812) 288-5515 Fax

#### RECOMMENDED SERVICES

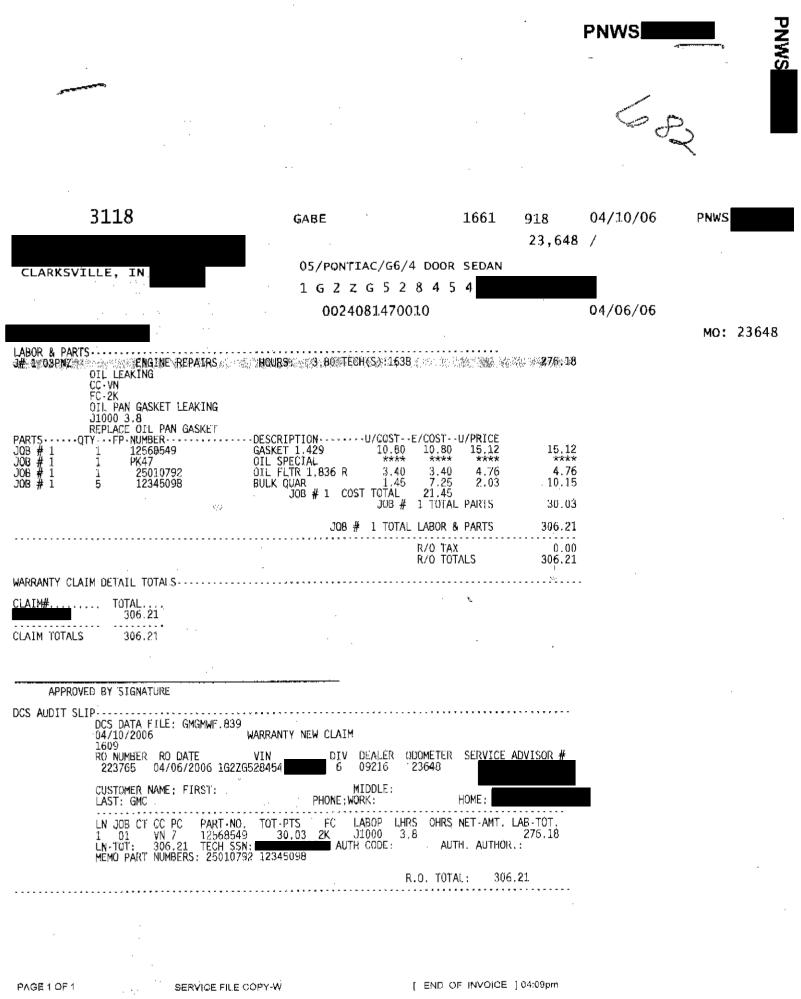
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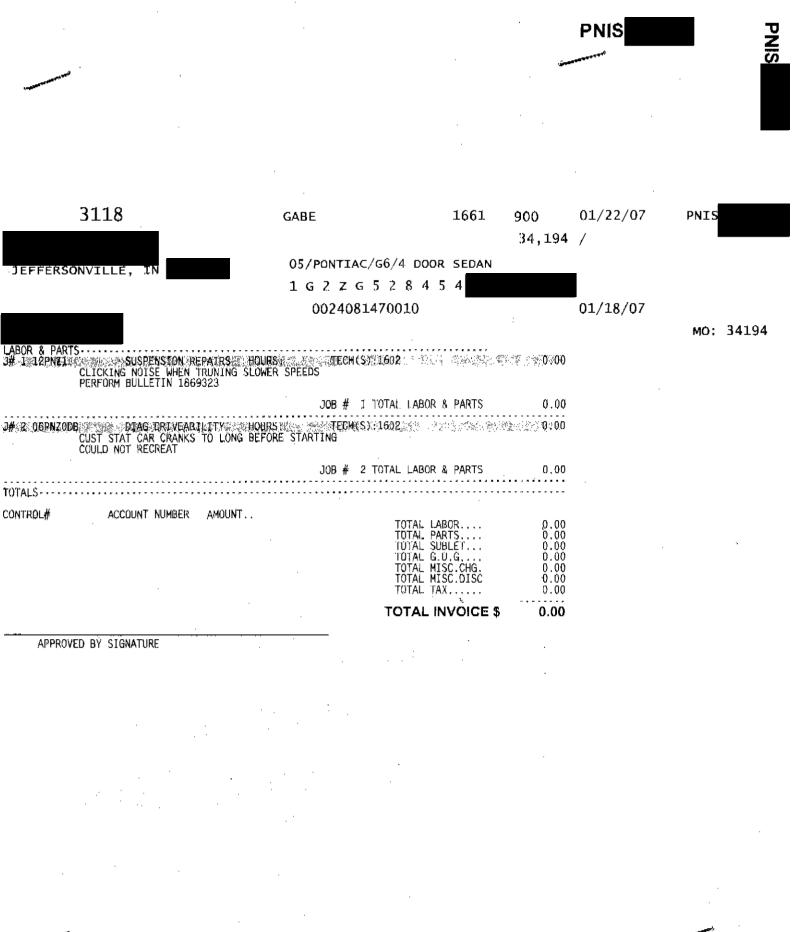
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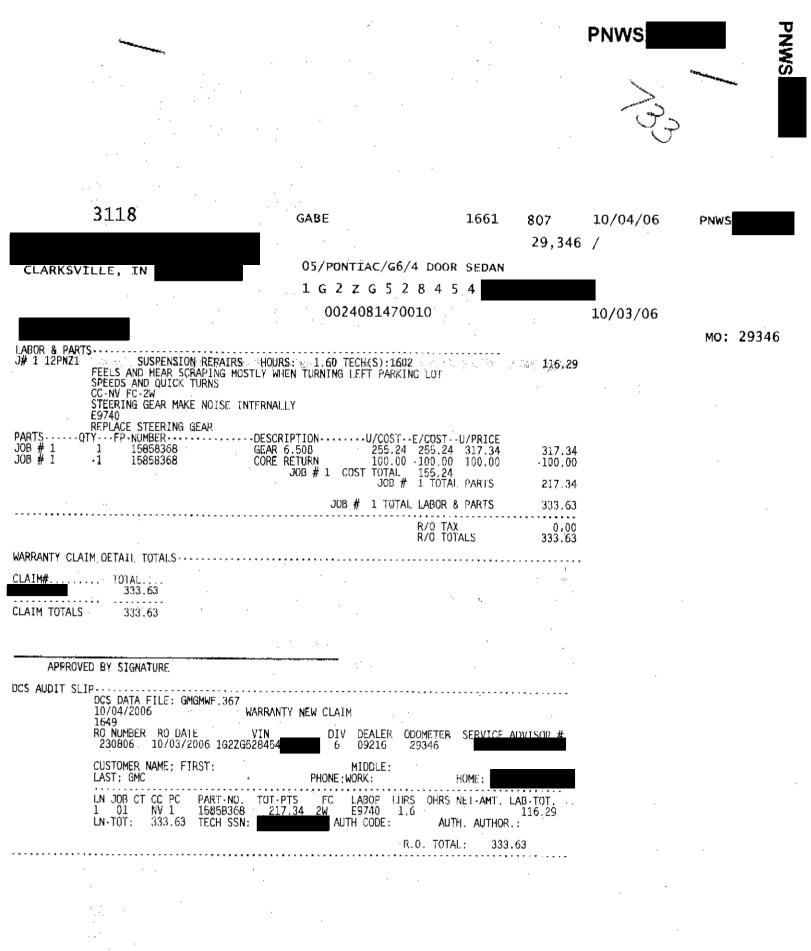


PAGE 1 OF 1

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Nov. 09 2007 01:34AM P15









 125 W. Lewis & Clark Parkway • Clarksville, IN 47129
 406 E. Lewis & Clark Parkway • Clarksville, IN 47129

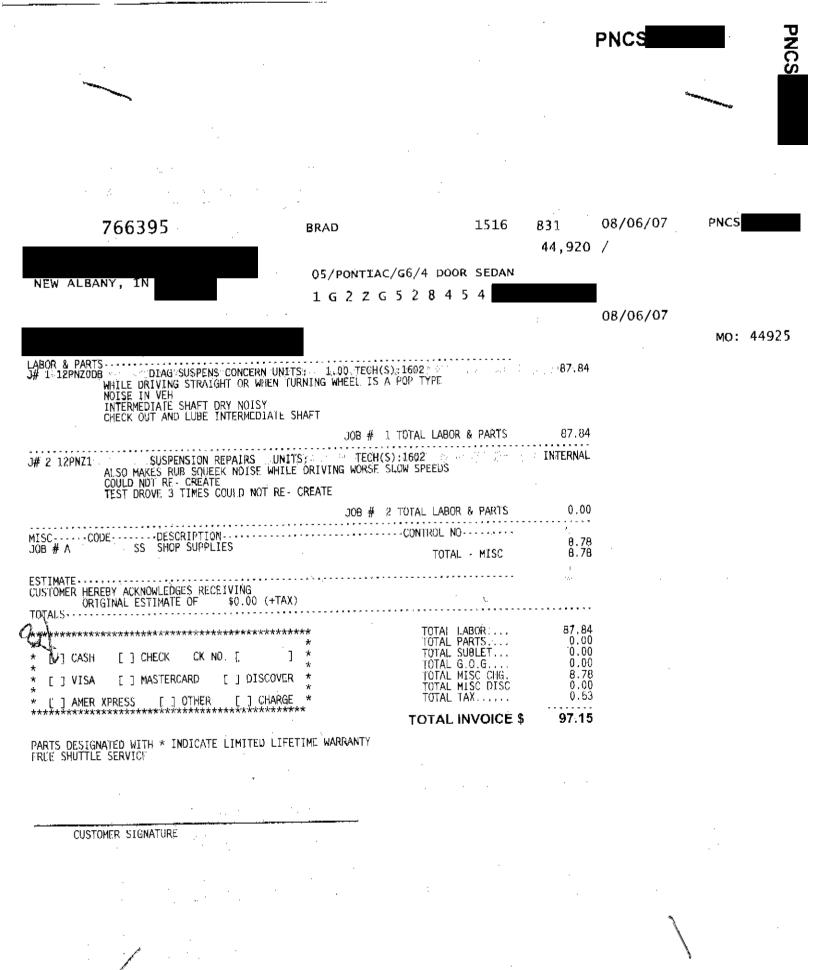
 (812) 948-1541 • (812) 949-5455 Fax
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#### RECOMMENDED SERVICES

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PAGE 1 OF 2

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Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesola, Missouri, Nevada, Obio, Wisconsin, Washington, DC)

Main Office 120 West Madison, 10<sup>4</sup> Floor Chicago, Illinois 60602 www.krohnandmoss.com

Writer's Direct Number (312) 578-9428 Ext. 230 Writer's Direct Facsimile (866) 289-6141 Writer's Direct E-Mail jbarker@consumerlawcenter.com

Writer licensed to practice only in: Illinois Indiana

January 23, 2008

VIA ELECTRONIC MAIL edna\_rodriguez@gmexpert.com

Ms. Edna Rodriguez Business Resource Center General Motors Corporation P.O. Box 33170 Detroit, MI 48232

RE:

v. General Motors Corporation

Dear Ms. Rodriguez:

Please be advised that my client has agreed to accept your recent offer to settle the abovereferenced matter for a total of \$4,500.00.

I trust that this document accurately memorializes our agreement. If not, contact my office immediately.

# In addition, PLEASE MAKE SURE TO FORWARD ALL SETTLEMENT DRAFTS TO OUR ACCOUNTING OFFICE at:

Accounting Department Krohn & Moss, Ltd. 5055 Wilshire Blvd, Ste 300 Los Angles, CA 90036

Sincerely John D. Barker

John D. Barker Attorney at Law

cc: JDB/msk



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

## VIA FAX ONLY

December 28, 2007

Harry Bradley, Esq. Krohn & Moss, Ltd 120 W Madison 10th FLoor Chicago, IL 60602

RE:

Service Request: 71-567480987 2005 Pontiac G6 Vehicle Identification Number: 1G2ZG528454 Customer Relationship Specialist: Edna Rodriguez

Dear Mr. Bradley:

We have received your rejection of our counter-offer, dated 12/15/07. In an attempt to settle this matter, General Motors is making a final offer of \$ 4,500.00.

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

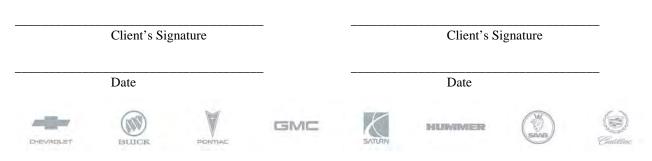
If you have further questions, please contact our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors Corporation

LG0071 V07092007

Current Vehicle Mileage



January 4, 2011 Page 2







GMC



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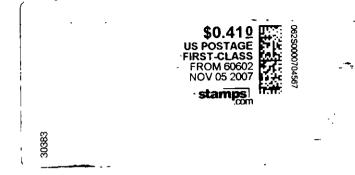




Krohn & Moss, Ltd. 120 W. Madison, 10th Floor Chicago, IL 60602

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General Motors Corp. - GM Legal Staff c/o MSX International 1919 Concept Drive Warren, MI 48091

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Krohn & Moss, Ltd.

(Arizana, California, Florida, Illinois, Indiana, Minnesota, Missouri, Novada, Ohio, Wisconsin, Washington, DC)

Main Office 120 West Madison, 10<sup>4</sup> Floor Chicago, Illinois 60602 www.krohnandmoss.com

Writer's Direct Number (312) 578-9428 Writer's Direct Facsimile (866) 289-6141 Writer's Direct E-Mail bbradley@consumerlawcenter.com Writer licensed to practice only in: Indiana

November 5, 2007

General Motors Corp. - GM Legal Staff c/o MSX International 1919 Concept Drive Warren, MI 48091

RE:

Our Client: Vehicle: Date of Delivery: VIN: Our File No.: v. General Motors Corporation 2005 Pontiac G6 April 4, 2006 1G2ZG528454

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against <u>General Motors Corporation</u> pursuant to the Federal Magnuson-Moss Warranty Act and/or Indiana Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

H07018816S

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES: DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

- 1. Defective engine and/or electrical system as evidenced by inability to start and idle, slow start, shaking at start, gauges sticking at start, and noise over bumps;
- 2. Defective steering and/or suspension as evidenced by popping noise, scraping, rubbing, squeaking, drifting, and thumping;
- 3. Defective interior and/or trim as evidenced by rear trim hanging; and
- 4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle.

As I am sure you are aware, the "Shaken Faith" doctrine under the U.C.C. states:

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

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke. See Durfee v.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers lament in the following manner:

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car.

My client's repair history clearly shows there was a breach of the written warranty "based upon the generally accepted rule that an unsuccessful effort to reinedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty."

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle and has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for damages.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Indiana Consumer Fraud remedies. If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my client merely requests a full refund for the defective product, which includes the contract price, plus all sales tax, document fees, finance interest, satisfaction of all liens, the costs of any added optional equipment, any out pocket repair expenses, the unexpended portion of any registration and plates, plus payment of attorneys' fees. In return, my client will waive any incidental and consequential damages for aggravation and inconvenience at this point. Please note that our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely. -G-Bradley Har Attorney at Law

HB/jkp		·
cc:		

## **RELEASE OF CLAIM**

I. (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of \$4,500.00 paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2005 Pontiac G6 bearing Vehicle Identification Number 1G2ZG528454 ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against General Motors Corporation, Releasor(s) immediately will dismiss the proceeding with prejudice.

The subject vehicle's mileage is \_\_\_\_\_\_on the date of the signing of this release.

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

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

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

DATE SIGNED: \_\_\_\_\_

Claimant's Signature

Claimant's Signature

Address

Address

City, State, Zip Code

City, State, Zip Code

STATE OF	

COUNTY OF \_\_\_\_\_

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

LG0024 V6302006

Departs	W-9 Dotobor 2007) ment of the Treasury Revenue Service	Request for Taxpayer Identification Number and Certificatio	n	Give form to the requester. Do not send to the IRS.
Print or type : Instructions on page 2.	Check appropriate	different from above box: Individual/Sole proprietor □ Corporation □ Partnership y company. Enter the tax classification (D=disregarded entity. C=corporation, P=partnership) (ctions) ►	►	Exempt payee
Print See Specific Inst	City, state, and Zi New AIL		er's name and edd	iresa (optional)
Par		er Identification Number (TIN)		·······

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose

Or Employer identification number

#### Part II Certification

number to enter.

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exampt from backup withholding, or (b) I have not been notified by the Internat Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest pald, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here	Signature of U.S. person		Date 🕨	2-13-08	

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer Identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be Issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

An individual who is a U.S. citizen or U.S. resident alien,

 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

Feb.13. 2008111:39AM

BA MERCHANT SERVICES 5023153636 BA MERCHANI SERVICES 5023153636 INo.1129 P. 3 No.₁1**26 P. 2** 

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### RELEASE OF CLAIM

(hereinafter referred to as "Releasor(s)"), on bchalf of myself/ourselves and İ. my/our assigns, heirs and executors, in consideration of \$ 4,500.00 paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2005 Pontiac G6 bearing Vehicle Identification Number "Subject Vehicle"), including but not limited to any claims based on any alleged 1G2ZG528454 defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vchicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding, against General Motors Corporation, Releasor(s) immediately will dismiss the proceeding with prejudice

The subject vehicle's mileage is  $\frac{107}{9452}$  on the date of the signing of this release.

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

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

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

DATE SIGNED Q-13-08	- - -
Claimant's Signature	Claimant's Signature
Address	Address
New Albany, IN City, State, Zip Code	City, Stat⊧, Zip Codc
STATE OF KY	
COUNTY OF Jefferson	v
Sworn to (or affirmed) and subscribed before r	ne this 13 day of Febr. 2008

FeFeb.13. 20081411:39AM Feb.43. 2008 11:13AM BA MERCHANT SERVICES 5023153636 Ba Merchani Services 5023153636 Νο.1129 FP.4 Νο.1125 Ρ.3

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by Panicite J. Thompson.

Edisman)

Signature of Notary Public

C Linda Dadisman

Print, type or stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_OR Produced identification \_\_\_\_

Type of identification

My commission expires: <u>3-24-2008</u> Ky State at Parge

CC: File

LG0024 V6302006

## **INFORMATION Redacted PURSUANT TO THE FREEDOM OF**

## INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) Northeast Region Enhanced Dealership Empowerment Process

(Service Manager Template - revised 10/01/2005)

- 1. Please complete this template by either typing or legibly writing in all required information.
- 2. Please fax the completed template to 1-866-430-2718, or attach this document to an e-mail and e-mail it to AVM.TEAM@gmexpert.com
  - NOTE: It is NOT necessary to fax in all 12 pages of the tamplate, only those that apply
- 3. Place the template in your VIN history file for future reference

### Questions pertaining to the status of the processing can be directed to the AVM Team in Chatham @ 1-800-231-1841 prompt 3, prompt 2

AVM's Name & Phone Joel Kruger 20-574-1201 & 136 Service Manager's Name & Doel Kruger 20-574-1201 & 136 Phone Rodway L Eves 500 784-0784 Dealership Name & BAC Customer Name (Mr., Ms., Mrs., Last, First, MI) Customer Complete Mailing Address Daytine phone number FULL VIN Short explanation as to why the goodwill tool was offered to the customer (Specific information required) Short explanation as to why the goodwill tool was offered to the customer (Specific information required) If subsequent owner, indicate date & mileage at time of purchase	AVM's Name & Phone	N ( 1) Charles ( ) ( ) ( )
Service Manager's Name & Rodway LEVES 50 784-0764 Phone Rodway LEVES 50 784-0764 AlexAnder Family 115569 Customer Name (Mr., Ms., Mrs., Last, First, MI) Customer Complete Mailing Address Daytime phone number Row - Bvening phone number FULL VIN IG-2 Z H158X64. Current Mileage 31589 Short explanation as to why the goodwill tool was offered to the customer (Specific information required) Concerned About Suspension + Goncerned About Suspension + Tuering Pho blows. If subsequent owner, indicate date & mileage at time of I-30-07 C 25016		Joel Kruger 217-574-1302 8136
Dealership Name & BAC       AlexAnder Familia       115579         Customer Name (Mr., Ms., Mrs., Last, First, MI)       Montgomery Ref         Customer Complete Mailing       Montgomery Ref         Address       Montgomery Ref         Daytime phone number       Kap -         Evening phone number       Kap -         Evening phone number       Kap -         FULL VIN       IG-2Z HIS8X64.         Current Mileage       31589         Short explanation as to why the goodwill tool was offered to the oustomer (Specific information required)       Cust has had struts + the Power Steering rock replaced         If subsequent owner, indicate date & mileage at time of       1-30-07 C 25016	Phone	
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Evening phone number       IG-2ZH158X64.         FULL VIN       IG-2ZH158X64.         Current Mileage       31589         Short explanation as to why the goodwill tool was offered to the customer (Specific information required)       Cust has had struts + the Power steering rock replaced.         Power steering rock replaced.       Concerned About Suspension +         If subsequent owner, indicate date & mileage at time of       I-30-07 C 25016	Daytime phone number	
Current Mileage       IC-22 FTIS8X67.         Current Mileage       31589         Short explanation as to why the goodwill tool was offered to the customer (Specific information required)       Cust has had struts + The         Power Steering rock replaced.       Power Steering rock replaced.         (Oncerned About Suspension)       Concerned About Suspension)         If subsequent owner, indicate date & mileage at time of       1-30-07 C 25016	Evening phone number	
Current Mileage     31589       Short explanation as to why the goodwill tool was offered to the customer (Specific information required)     Cust has had struts + The       Power steering rock replaced     Power steering rock replaced       Concerned About Suspension     Concerning Problems.       If subsequent owner, indicate date & mileage at time of     1-30-07 C 25016	FULL VIN	1(-2ZH158X64
Short explanation as to why the goodwill tool was offered to the customer (Specific information required)	Current Mileage	
date & mileage at time of 1-30+07 ( a solution	goodwill tool was offered to the customer (Specific information	Power steering rock replaced. Concerned About Suspension +
	date & mileage at time of	1-30-07 C 25016

Revised 10-1-05

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Costoner concerned About The suspension And Steering Failures while under Warnanty! Vehicle is not very old + Low mileage And fools like these. Problems could neture + be a expensive Repair when out of warnanty? Would Like to cover fat suspension And steering compensats for bomonths + booo will the give costomer Assumance these will be taken care of if a failure hypens. Talked w/Aunt + be advise to do A pompenent Coverage. I tems. Powersteering nack. The Rows Struts + Meunts

intermediate shaftin steering

Rod Ever 10.29-07 Service Mangger,

## Component Coverage Letter

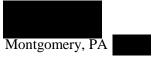
Definition:	overage Letter
Demmon.	A letter that covers a specific component for a defined period of time and mileage.
Purpose:	To restore a customer's confidence in a component as a result of an unsatisfactory service experience.
When to use:	<ul> <li>The customer has concerns regarding repeated failure(s) of a specific component</li> <li>The customer has concerns about potential out of warranty expenses on a specific component</li> </ul>
When NOT to use:	<ul> <li>For the "complete vehicle"</li> <li>For a system ("electrical system")</li> <li>The vehicle has a salvage or branded title</li> <li>Wear and maintenance items (tires, brake pads, wiper blades, etc.)</li> <li>In conjunction with other goodwill tools</li> </ul>
Parameters of use:	<ul> <li>Can be written up to and not to exceed 84 months/100,000 miles from the original in-service date</li> <li>NOT transferable to subsequent owners (except cold start knock)</li> <li>For <u>Diesel Engines</u>, it can be written up to and not to exceed 84 months/150,000 miles from the original in-service date</li> <li>For <u>Cold Start Knock</u>, it should be written for 72/100,000. If it falls w/in the parameters noted in TSB #01-06-01-022 or 01-06-01-028A a transferable component letter will be issued (only exception).</li> <li>Electrical components MUST be specific (e.g. alternator, radio). NEVER the entire system</li> <li>Should be offered while the vehicle is still within warranty</li> <li>Match terms to the customer's ownership cycle</li> </ul>
Examples:	<ul> <li>A catastrophic engine failure within the warranty period - customer is offered a 84/100,000 component letter</li> <li>The second alternator failure within the warranty period - customer is offered a 72/75,000 component letter</li> </ul>
Time limit (months)	60 Mileage limit 60000

Revised 10-1-05

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10/29/2007 14:54:11		SUM	MARY F	4ISTO	RY	ľ	)ISPLAY	PAGE	3030 1
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January 6, 2011



Service Request: 71-569743371 Customer Relationship Specialist: Adina Reaume

Dear

Pontiac is pleased to provide service coverage for the front suspension and steering on your 2006 Pontiac G6, Vehicle Identification Number 1G2ZH158X64 This service coverage will commence upon the expiration of the applicable New Vehicle Limited Warranty and will continue until July 15, 2010, or 60,000 miles, whichever occurs first. Pontiac will make repairs to correct defects related to materials or workmanship occurring during the coverage period specified above. The following item(s) are covered:

Steering – Gear housing and all internal parts; rack and pinion; power steering pump; steering shaft couplings; seals and gaskets.

Front Suspension – Upper mount and bearing; upper and lower control arms; springs; control arm shafts and bushings; upper and lower ball joints; steering knuckles; seals; stabilizer shaft; stabilizer bushings; and wheel bearings.

Pontiac will not be responsible for conditions arising from tampering, abuse, physical damage, or improper maintenance. This coverage is not transferable to any other vehicle or subsequent owner of your vehicle. Please keep this letter with your G6. Should your vehicle require repairs within the coverage period, present this letter to the Service Manager of an authorized Pontiac Dealership.

If you have any future questions, feel free to contact our Pontiac Customer Assistance Center at 1-800-762-2737 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer to your service request number above and any of our Customer Relationship Specialists will be happy to assist you.

Sincerely,

Pontiac Customer Assistance Center

#### ATTENTION: DEALERSHIP SERVICE MANAGER

Component Service Coverage

Submit the claim with all the appropriate authorization codes and H route it to your Area Service Manager. Be sure to retain a copy of this letter in the customer's file and return the original to the customer.

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

<u>GM</u>	® Reacquired Vehicle Disc	closure Center				
Case Numbe Originator Name Created Date: Vehicle Info		-790-5600 1154	9 giovanna_fl	orena@gmexpert.con	n	
*VIN:	1G1ZS51F36F		MSRP:	17900.0	*TAC #:	9766833
Year:	2006		Make:	Chevrolet	Model:	Malibu
	nments & TAC Explanation	n:				
. Scanned v	ehicle for codes, many comr ed steering. Checked all pov	nunication code			2109 and B2	575. Scanned all data
	wed with Customer: 02/18 rchase Date: 09/30	5/2008 0/2005	*Repurchase * Original Pu	e Mileage: urchase Condition: 1	15699 New	
Vehicle Owner(s	)					
Entity Type	,					
* Names(s)			* Title State:	NY		
* Primary O						
* Address						
* City	Sloan		* State	NY	* ZIP Coc	le:
* Day Phon	e:		* Home Pho		* Cell Ph	one:
* E-mail:			* Fax Phone			
* Reason Repure	chase Power steering/ Ic	ow fuel showed	on radio displa	ay and none of the ga	uges will wo	ork- intermittent.
(	J5508) Electrical Start/Char M0402) Steering - Power St N2203) Electrical Gauges - I N3104) Electrical Gauges - S	eering Hose - Ir Fuel - Gauge R	noperative eads High / Lo			
Vehicle Lien Ho						
Type of Sec Contact or Address	cured Interest: Standard Lie Attention:	en	* Company:	GMAC	Account	#:
City			State	NY	ZIP Code	
Day Phone:	(800) 200-4622		Fax:		E-mail:	
Original Selling	Dealer					
* Dealer #:	115357		Dealer Name	: JOE BASIL CHEVE	ROLET INC	
Region:	40		District:	7351		
* Phone:	(716) 683-6800		Fax:	(716) 683-2391		
* Contact N	ame: Jay Thiel		* Contact Tit	le:Service Manager	E-Mail:	
Repurchasing D Repair	ealer: -					
* Contact N	ame:		* Contact Tit	le:		
Vehicle Location	1: -					



Created Date: 02/18/2008

Giovanna Floreno 866-790-5600 11549 giovanna\_florena@gmexpert.com 02/18/2008

Transaction Details:

ciano.				
Siebel Request #:	71-571032656	* Dispositi	<b>on</b> Auction	
State:	NY	* Type:	Straight Repurchase	
Source:	ADR State Mandated			
Replacement VIN:		-		
Compliance Date:	2008-03-13	Compliand	ce Type: BBB Mandate	
MSRP:	0.0	Order #:		

#### **Repurchase:**

\* Processing Instructions:

\*\*\*THIS IS A STATE MANDATED STRAIGHT Repurchase\*\*\* Please see the " Request for Modification of Arbiration award" Dated 2/15/08. Please see decision for processing instructions. Thank you

**Disposition:** 

Please hold for TAC review

\* Processing Instructions:

<u>Group</u>	Responsible	<u>Formula</u>	Additional Explanation
Usage	Customer	(3699 milesx 154	Usage per Lemon Law
Sales Tax	Refunded To Cus	NA	Customer must apply to NYS Dept of
State/Gov Fees	GM	DLR fee+ regitra	Taxation and Finance
Doc Fee	GM	250	45+17.75+10+12.50
Negative Equity	Does Not Apply	NA	Filing Fee
Over Allowance Amount		NA	Negative Equity Over Allowance

<u>Value</u>

572.98 1491.3 0 85.25 250 0 0









# **General Motors Business Resource Center**



## To: Giovanna Floreno

Company: Fax: Phone:

18668937512

## From: Giovanna Floreno

Fax: 1866 Phone: 1866 E-mail:

18668937512 18667905600 ext 11549

CC:

## NOTES:

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2/19/2008 9:11:38 AM PAGE 2/048 Fax Server

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When the Autor	notive Theft Protection™ Program" overed Vehicle is later siden and unred	ATP®") is applied to, or install	ed on Your Covered Vehic due to their we will pay a bo	le, the terms and condition	s of coverage
A. Basic Protect	tion Plan: Pay on Your behalf, to the A	utomobile Dealer, a loss bene loss Benefit to be calculated as	fit towards the purchase or follows:	lease of a Replacement V	shicle, and pa
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Leased	<u>Vohicle:</u> The total payment due the Au	omobile Dealer to reduce from	Your Replacement Vehic viv payments) identical to the	le Cost that amount neces a original menthly lease na	sary, to produ vocati and teri
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section of the Co	onditions for details. This Certificate of	Coverage and all amendments	thereto make up the compl	ete contract of insurance be	tween the line
misióp et nidenu	ate Holder: No person can alter of war satisfaction of Your Benefits, You may	file a direct claim with Us at: 1(	800) 209-6206.	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
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<b>BBB</b> Case	Trade			
OR	Straight			
X State Case	Lease			
COMPLIANC	E DATE:	March 13, 2	2008	
ADR REQUES	ST NUMBER:	71-5710326	56	
CUSTOMER 1	NAME:			
LAST SIX OF	VIN:		· .	
ADR CRS:	Giovanna Floreno	EXT.:	11549	
DVM:	Dan Oldham	PHONE:	716-807-87	58
DATE ACCER	TANCE RECEIVED:	February 1	5, 2008	
NUMBER OF	DAYS FOR COMPLIAN	ICE:		
		-	DR-TL/Chat	
ADR Exception	ns that need to be paid i.e	. over allowan	ce and negativ	ve equity.
COMMENTS/	REASON FOR EXCEPT	ION:		

**Customer has not mailed in signed acceptance to mandated decision** File will be returned without all information above completed.

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2006 MALIBU SEDAN LS		CHEVROLEI	MOTOR DIVISION
25U DARK BLUE METALLIC	/L4G	GENERAL M	OTORS CORPORATION
83ð TITANIUM		100 RENAI	SSANCE CENTER
ORDER NO. JJGRX1/TRE STOCK	NO.	DETROIT	MI 48243-1114
VIN 1G1 ZS51 F3 6F			NVOICE 1AD71967037
***************	*******	* * * * * * * * * * *	*********13*13006S
MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
1ZS69 MALIBU SEDAN LS	17365.00	16409.93	INVOICE 08/31/05
L61 2.2L 4 CYL ENGINE	N/C	N/C	SHIPPED 08/31/05
MX0 4-SPEED AUTO TRANSMISSION	N/C	N/C	EXP I/T 09/09/05
NE1 50-STATE EMISSIONS	N/C	N/C	INT COM 09/09/05
VK3 FRONT LICENSE PLATE BRACKET	0.00	0.00	PRC EFF 08/31/05
			KEYS G2497 G2497
			WFP-S OTR OPT-1

SHIP WT: HP: GMS: SUPPLR: MRM: DAN:	3039 18.4 16588.98 17332.11 17990.00 BSELO
MEMO	793.25

BANK: GMAC - 004

13-006

CHG-TO

TOTAL MODEL & OPTIONS	17365.00	16409.93	ACT 231	16513.98
DESTINATION CHARGE	625.00	625.00	H/B 261	520.95
LAM DEALER CONTRIBUTION		173.65	ADV 261	173.65
LAM GROUP CONTRIBUTION		173.65	EXP 65A	173.65

TOTAL 17990.00 17382.23 PAY 310 17382.23 MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CREDIT 16600.80

JOE BASIL CHEVROLET, INC.

REMIT TO GMAC NO. 004 VIN 1G1ZS51F36F Page 1 of 2

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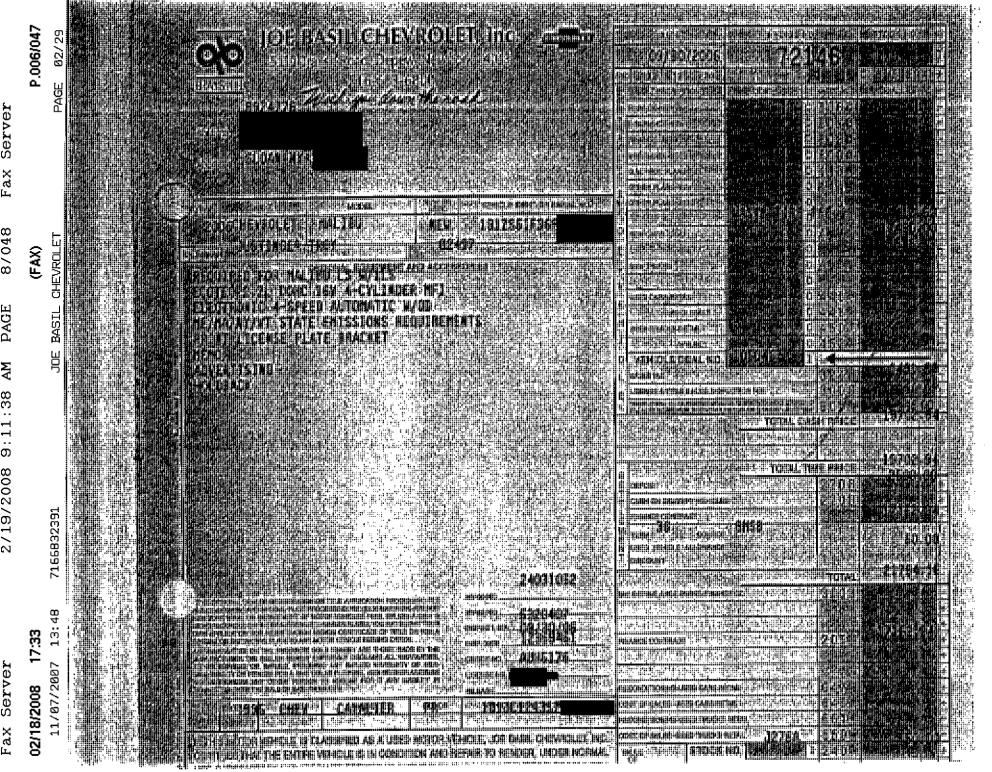
P.003/047

\$ 17382.23 INV 1AD71967037 DUE 09/09/05 DEALER 13-006

(FAX)

Second Motors Car and Truck Divisions         CUSTOMER INCENTIVE ACKNOWLEDGMENT AND/OR ASSIGNMENT         CUSTOMER INCENTIVE ACKNOWLEDGMENT AND/OR ASSIGNMENT         'Image: the total amount of customer incentive(s) listed to the dealer named below and request that the available customer incentive(s) be applied: (a) to the down payment on this vehicle, (b) where permissible by low, as a price reduction (Bill of Sale indicates pre-incentive price, around to finentive and final price and incentive applied) or (c) a check be issued in my name by Dealer named below.         Image: the total amount of customer incentive(s) is the down payment on this vehicle, (b) where permissible by low, as a price reduction (Bill of Sale indicates pre-incentive price, around to finentive and final price and incentive applied) or (c) a check be issued in my name by Dealer named below.         Image: the total amount of customer incentive (c) is down payment on this vehicle, (b) where permissible by low, as a price reduction (Bill of Sale indicates pre-incentive price, around to finentive Amount Heceived \$ 2 / 0 · 0 / 0          Image: the total amount of the subject is an end incentive Code \$ 2 / 0 · 0 / 0          Society Sectory         I alce to receive         I alce to Dealer named bolow. This vehicle is as purchased/leased for personal/business use of an ot researche down. This vehicle on	Fax Server		2/19/2008 9:11	:38 AM PAGE	E 6/048 Fax	Server
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that the available customer incentive(s) be applied: (a) to the down payment on this vehicle, (b) where permissible by law, as a price reduction (Bill of Sale indicates pre-incentive price, amount of incentive and final price and incentive applied) or (c) a check be issued in my name by Dealer named below:          incentive Program Reference       Amount       GM Incentive Code         Sach Se [e_+       \$ /Qo c       GM Incentive Code         Sach Se [e_+       \$ /Qo c       GM Incentive Code         Sach Se [e_+       \$ /Qo c       Sach Second         Total Incentive Amount Received       \$ _Qo c       Sach Second         Total Incentive Amount Received       \$ _Qo c       Sach Second         a. I elect to receive       Sach Second       Sach Second         in lieu of	CUSTO	MER INCENT	IVE(S)			
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or         —CUSTOMER AND DEALER ACKNOWLEDGMENT—         I am the ultimate retail purchaser or lessee of the vehicle bearing this vehicle identification number which was sold/leased to me by the Dealer named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery of this vehicle on _/_/ I acknowledge receipt of incentive(s) as describe in item # and release the GM Division from any future claim or obligation for incentive(s) on this unit.         Purchaser/Lessee Signature:		in lieu of				
CUSTOMER AND DEALER ACKNOWLEDGMENT I am the <u>ultimate retail purchaser or lessee</u> of the vehicle bearing this vehicle identification number which was sold/leased to me by the Dealer named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery of this vehicle on _/ I acknowledge receipt of incentive(s) as describe in item # and release the GM Division from any future claim or obligation for incentive(s) on this unit.     Purchaser/Lessee Signature:	•	-	-	or		
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I am the <u>ultimate retail purchaser or lessee</u> of the vehicle bearing this vehicle identification number which was sold/leased to me by the Dealer named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery of this vehicle on _/_/ I acknowledge receipt of incentive(s) as describe in item # and release the GM Division from any future claim or obligation for incentive(s) on this unit. Purchaser/Lessee Signature:		· .				
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The undersigned person, as Dealer representative, certifies that the information on this application is true and correct and the incentive(s) described in item # have been provided to the said purchaser/lessee who has taken delivery of referenced unit through this dealership and that properly completed accurate delivery data has been forwarded to General Motors.  Authorized Dealer Signature: Date/_/_ Dealership Name: Joe Basil Chevrolet, Inc Dealer Code: 13006 List must include VIN, Delivery Date and Program Reference					indemon for incentive(s)	ອກ ເທຣ ແກແ. ຮ່
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Dealership Name: Joe Basil Chevrolet, Inc       Dealer Code: 13006         List must include VIN, Delivery Date and Program Reference						• • • • • • • • • • • • • • • • • •
Dealership Name: Joe Basil Chevrolet, Inc       Dealer Code: 13006         List must include VIN, Delivery Date and Program Reference	Δut	hnrized Dealer	Signature		Data ( (	
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Dealer Note: This document is required as supporting documentation for the payment of any consumer incentive and must be available in the Deal Fi Copy #1 - Dealer Copy	List must inc Dealer Note: T	hls document is req	uired as supporting documentation	for the payment of any c	onsumer incentive and must be	available in the Deal File

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501 NEW KARNER RD. / ALBANY, NY 12205 518-869-9200 / FAX: 518-869-3334

November 2, 2007

VIA EMAIL

Mr. Steve Barrett Business Process Manager - IBM **IBM** Global Services IBM Business Consulting Services 180 Kell Drive Chatham ON CA N7M 5Y6

Re:

v. General Motors Corporation VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

This letter will serve as a follow-up to our letter to you dated October 30, 2007. An arbitration hearing in the above matter has been scheduled to take place the Center for Resolution and Justice, 625 Delaware Avenue, Suite 300, Third Floor, Buffalo, New York on November 20, 2007 at 11:00 a.m. Enclosed is a copy of the Notice of Hearing for your convenience.

I have sent a letter dated November 2, 2007, to Joe Basil Chevrolet, Inc., advising them of the hearing date and requesting their assistance in this matter. Please follow-up to confirm that a representative from Joe Basil Chevrolet, Inc., will be attending the hearing.

Your immediate attention to this matter would be greatly appreciated.

Very truly yours,

ett/ore th B. Rose V Kub

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-Hearing.doc

KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL

VERONICA HIGGS COPE ATTORNEY AT LAW GA, SC

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WY

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA

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Child and Family Services Center for Resolution and Justice 625 Delaware Avenue, Suite 300 Buffalo, NY 14202 Phone: 716-362-2323 Fax: 716-362-2324

## NOTICE OF HEARING

Sloan, NY

Rose Law Firm 501 New Karner Rd. Albany, NY 12205

RE: Attorney General's Case #NC-652388 v. GM-Chevrolet

Please take notice that an arbitration hearing for the above case will be held as follows:

Center for Resolution and Justice (Erie) Child and Family Services 625 Delaware Avenue Buffalo, NY 14202

Tuesday, November 20, 2007 11:00 AM

Arbitrator: Allie Locsch

Please be prompt and prepared to present your case.

Susan Ritter Intake Coordinator

Notice: The Arbitrator has arranged his or her schedule and reserved the above date. Therefore, every effort should be made to appear on the date scheduled. In the event that unforescen circumstances make it impossible for you to attend, you may request a postponement from the Arbitrator by calling the Center. All requests for postponements must be communicated to the Intake Coordinator (not the Arbitrator). There should be no communication between the parties and the neutral Arbitrator other than the oral hearing. Any party wishing a stenographic record must make the arrangements directly with a stenographer and notify the other parties of the arrangements in advance of the hearing.

cc: Allie Loeson

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	Privileged and Confi	<u>dential Informatio</u>	<u>) n</u>			
	CASE ASS	ESSMENT				
	By: Giovanna Floreno	State: New Yo	rk			
Customer Name:	Service 571032	Request: 71- 656	BBB Case No.: 652388	NY# NC-		
Vehicle ID No.: 1G1ZS51F36F	In Service Date: 9/30/2005	Vehicle is: New		C Code: 5357		
Year, Make & Model: 2006 Mileage at Time of BBB Fili		Vehicle Purchased Used on: NA at odometer NA				
Lien holder: GMAC X Ot DVM Name: Dan Oldham Phone/Cell Number: 716-8	her :	Sale Type: Purch CAM Name: Craig Phone Number: 91	Joseph	Other 🗌 :		
	VEHICLE REP.	AIR HISTORY				

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

x Power steering / Low Fuel on radio/ No start

Date:	<u>R0 #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9/7/2007	381268	4	13,555	Customer states the power steering/ low fuel showed on radio display and none of the gauges will work- intermittent. N1 Repaired wiring. Scanned electronic power steering system for trouble codes. Code U2100, U2105 and U2109 stored. All module communication errors. Obtained service docs #1326540 and #1639360 and 1639352. High speed serial data communication is intermittently open trace circuits 2500 and 2501, TAN and TAN/BLK wires from BCM to power steering control. Found terminal pin tension at BCM connectors loose- re-shape terminals. Traced wiring from BCM to P/S control module. Replace 4 terminal ends at connector #C206. Terminals A4 and B4 both sides. Restore vehicle to original. Clear trouble codes and road tested, problem solved. Customer states the vehicle wouldn't start- no crank- happened five times over the last year. Related to line A. See repair line A.
8/29/07	380432	6	13,450	Customer states that the power steering message is showing on the radio display when driving, advise. See history. Cause: Poor connection. N6628 Wiring and/or connector. Steering /suspension/ ride control repair or replace. Check power steering system for trouble codes U2100, U2105, U2107, U2109. All communication codes. Obtain service doc #1326540. Perform diagnostics with tech stable for communicate with all vehicle modules, BCM, PCM, power steering control. Intermittent condition present. Check connection at BCM, ok. Check connections at power steering control module harness had slight tension due to routing. Reroute harness. Clear DTC's and road test 30 miles. Problem did not occur.
7/27/07	377123	8	12,633	Customer states that power steering is binding and at AME time fuel gauge drops to zero-error reads across the mileage, non of the gauge

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5/31/07	32077	3		computer (cc Checked out communicati Scanned all c checked for I dash. Checked assistance du BCM. Replace latest progra times and wa Customer sta happens, onl Module, com duplicated da	ontrol) electri ion cod data ar bulletir ed and ue to ti ed 2 te m. TA as ok a ates int ly gaug puter ( ash cut ated to	body rep ical syste les stored ad monito secured imes in for erminals i <b>N case</b> <i>i</i> and no co cermitten ges light of (control) as out, co	lace. Poor co m. Scanned v l U2100, U21 ored steering. PI# 175382 connector be or repair. Che n C2 connect <b># was 97668</b> des returned. tly car will no up. Intermitte body replace. des U0140, U	nnection rehicle fc 07, U210 Checked 7 to chec hind das cked and or. Repro <b>333.</b> Roa t start, tr ent comm. Started U2105, U2	N4800 Module, a, re-programmed. br codes, many 25, U2109 and B25 d all power modes a ck connectors at lef ch. Called TAN for d secured connecto ogrammed PCM with ad test vehicle seven urns keys and noth hunications loss. N4 all ok, initial drive, 2103, U2109, U210 ications replace. Ref	and ft rs at th eral ing f800
9/12/200 6	347161	2	5,479	Customer sta sounds. Caus electronic por DTC's trouble 1 is 2.45V wf motor/modul test problem on, fuel gaug	ates wh se: Moo wer sto e code hile ser le assy n solve ge goes	dule shor eering re C0460 st nsor 2 is . Replace d. Custor s to empt	ted. E7631 m place. Check ored. Perform 45V. Interna motor/modu ner states wh y. See line A.	notor and power st n diagno I short in Ile assy, nen powe Custom	t comes on-0 chime d controller assemble ceering system for a stics, strg position s power steering re-program and roa er steering light con er states intermit we thing happens. See	ly, any signal ad nes rehicle
x <u>Steerin</u>	3 System	l								

	<u>g bysten</u>	<u>i</u>		
Date:	<u>RO #:</u>	Days Out	: <u>Mileage:</u>	Description of Complaint and Repair Performed:
5/31/07	32077	*	11,287	Customer states intermittently steering system will lock up and cannot turn safely. Road-tested, all ok.

Recall/Campaign (Not Related to Other Symptoms/Complaints)

Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed;

## <u>Verified with customer if the vehicle has ever been involved in an accident?</u> N If yes are the RO's attached? NA

Other

Date: <u>RO #:</u> Days Out: <u>Mileage:</u> Description of Complaint and Repair Performed:

## THE STATE LEMON LAW READS:

Days out of service: 30 days Repairs 4 Time period 24 months / 18,000 miles Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs NA Safety-related time period NA / NA

	labiala Maata Burana ata				
Total days out of service	e during customer's ownership:		23		
	during the presumption period:		23		
	mpts in the presumption perio	od:	5		
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### Vehicle Meets Presumption of Lemon Law YES

## PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: There are no additional Service Requests documenting customer's concerns Date & Offer/Result: NA

## **RECOMMENDATION AND RATIONALE**

Reminder: Take into consideration 1) DVM/Svc Manager input 2) if there are any unrepaired defects, and 3) are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

Cust sks: New York State Dispute Resolution hearing

DVM sts: DVM states will be in attendance to matter.

SVM sts: Service Manager states will be in attendance to matter

CRS Rationale: On 11/05/07 CRS advised Service Manager Jay Thiel, there has been a hearing scheduled to take place at the Center for Resolution and Justice, 625 Delaware Ave, Suite 300 Third Floor, Buffalo NY on Tues November 20/07 at 11 am EST. CRS adv received a copy of arbitrator's Allie Loesch's "Decision on a Request for Modification of the Arbitration Award" on 2/15/2008. CRS advised have NOT received customer's signed acceptance of arbitration award.

CRS FINAL OFFER:	Straight Repurchase	DATE: 2/15/08	CUST Accepted
Goodwill: NA		Attorney Fees (if appli	cable): \$NA

TEAM LEAD APPROVING:			<u> </u>
	Bridget Cazabon	Date: Echruppy 19, 3000	- 1
		Date: February 18, 2008	

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P.015/047

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

\* SES light is to be captured under affected component above.

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501 NEW KARNER RD. / ALBANY, NY 12205 518-869-9200 / FAX: 518-869-3334



February 15, 2008

#### **VIA EMAIL**

Mr. Steve Barrett Business Process Manager – IBM **IBM** Global Services **IBM Business Consulting Services** 180 Kell Drive Chatham ON CA N7M 5Y6

Re:

v. General Motors Corporation VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

Enclosed is a copy of Arbitrator Allie M. Loesch's "Decision on a Request for Modification of the Arbitration Award" in connection with the above-captioned matter. The method utilized by the arbitrator to calculate the award is correct. Therefore, please execute it.

Very truly yours,

Keith B. Rose

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-decision-modification ltr.doc

KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL, NJ, SC

VERONICA HIGGS COPE ATTORNEY AT LAW GA, SC, AL

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WV

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA, NJ, NC

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**ND-6** FILE DATE: 10/22/2007 080158

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AG CASE #: NC-652388

ARBITRATOR: Allie M. Loesch

#### ARBITRATOR'S DECISION ON A REQUEST FOR MODIFICATION OF THE ARBITRATION AWARD

Consumer:				Manufacturer:	GM-Chevrolet	
Address:				Address:	c/o MSX International 1464 J. A. Papalas Drive	
	Sloan, NY				Lincoln Park, MI 48146	
Background	Information:	Original Hear	ing Date (oral h	iearings only):	11/20/2007	
		Date Reviewe	d (documents o	only cases):	<u></u>	
[ ] Ex Parte A	ward (Check o	only if one part	y appeared at h	earing)		
Modification	Information:				•	
Party Request	ing Modificatio	n:	[ ] Consumer	•	[X] Manufacturer	
Party Respond	ling to Modific	ation Request:	[X] Consumer		[ ] Manufacturer	
			[] No Respo	nse Received b	y Deadline	
Date Original	Award Issued 1	oy Arbitrator:		11/26/2007		
Date Request for Modification Received by Arbitrator:						
Date of Arbitra	ator's Award o	n a Request for	Modification:	02/11/2008		
Reasons For a	nd Against Mo	dification:			·	

**Party Requesting Modification:** \$500.00 amount which was treated as down payment made by consumer was actually another credit by manufacturer.

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Party Responding to Request for Modification: Consumer agrees that \$500.00 was a credit from manufacturer.

<u>Summary of Grounds for Modification of an Award</u>: Pursuant to Article 75 of the New York State Civil Practice Law and Rules, the following conditions constitute grounds for modification of an Arbitration Award:

- 1. There has been a miscalculation of figures or mistake in the description of any person, thing, or property referred to in the Award; **OR**
- 2. The arbitrator has awarded on a matter not submitted and the Award may be corrected without affecting the merits of the decision; **OR**
- 3. The Award is imperfect in form, not affecting the merits.

#### Arbitrator's Findings:

Check 1 or 2 below; Item 2 must be checked in order to enable a ruling in favor of the Party requesting Modification of the Arbitration Award. If Item 2 is checked, Item 3 must also be checked and completed.

- [ ] 1. The Request for Modification of the above referenced case shall be **DENIED**. (The Arbitration Award shall stand as originally issued and without revision.)
- [X] 2. The Request for Modification of the above referenced case shall be <u>GRANTED</u>. (The Arbitration Award shall be modified as specified below):

Summary of Modification Decision: Total amount due consumer by manufacturer has been reduced by \$500.00.

[X] 3. A corrected copy of the Arbitrator's Award is attached.

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#### **Conclusion**

This decision on a Request for Modification is binding on both parties. However, a dissatisfied party, pursuant to CPLR Article 75, may seek judicial relief, by filing an application in court within 90 days of receiving this award.

DATED: 02/11/2008

Arbitrator's Signature

State of New York )

: SS.:

County of Erie)

I hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

DATED: 02/11/2008

Arbitrator's Signature

FEB 1 3 2008 Date of mailing by Administrator ("Date of Issuance") §300.16(f)

ND-6 10/04

Lemon Law Arbitration Program – January 2004

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## ND-1

FILE DATE: October 22, 2007

#### AG CASE #: NC-652388

ARBITRATOR: Allie M. Loesch

### ARBITRATOR'S DECISION FOR A CONSUMER REFUND

Consumer:		Manufacturer	: GM-Chevrolet
Address:		Address:	c/o MSX International 1464 John A. Papalas Drive
	Sloan, NY		Lincoln Park, MI 48146

Actual Hearing Date (oral hearings only): November 20, 2007

Date Reviewed (documents only cases):

[ ] Ex Parte Award (check if only one party appeared at hearing)

SUMMARY OF ISSUES IN DISPUTE (check the items in dispute)

[]	1.	Whether the vehicle is primarily used for personal, family or household purposes.
[X]	2.	Whether there were 4 or more repair attempts for the same problem within 18,000 miles or 24 months, whichever is earlier.
[ <b>X</b> ]	3.	Whether the problem continued to exist at the end of the fourth repair attempt.
[]	4.	Whether the vehicle was out of service due to repairs for 30 or more days within 18,000 miles or 24 months, whichever is earlier.
[X]	5.	Whether the problem substantially impaired the value of the vehicle to the consumer.
[]	6.	Whether the manufacturer failed to commence repairs within 20 days of receiving the consumer's notice of the dealer's refusal to make repairs.
[]	7.	Whether the problem is a result of the consumer's abuse, neglect or unauthorized modification or alteration of the vehicle.
[]	8.	Other:

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#### SUMMARY OF EVIDENCE

Consumer: purchased her 2006 Chevrolet Malibu (VIN #1G12551F36F from Joe Basil Chevrolet, Inc. in Depew, NY on September 30, 2005. who attended the hearing with and who identified himself as her fiance, made a short opening statement. then presented 4 repair invoices from Joe Basil Chevrolet, Inc. and 1 repair invoice from Gillogly Chevrolet, Inc. in West Seneca, NY for repairs to this vehicle. She stated that the reason for the service at Gillogly was because the car was towed there as the closest then gave oral testimony relating to the issues involving the vehicle, including dealer. the loss of power steering while driving, the fuel gauge going to empty and other gauges not working. She also noted that periodically the car would not start--she would turn the key and nothing would happen. **Sector** stated that after each time the car was repaired, the problems continued to exist. She also stated that she does not feel safe in the vehicle as she is always waiting for the steering to lock-up again.

Manufacturer: General Motors Corporation was represented by Edwin T. Brondo, Jr., an attorney with The Rose Law Firm, PLLC in Albany, NY. Also present with Mr. Brondo was Dan Oldham, an area vehicle manager for General Motors Corporation. Also present at the hearing was Jay R. Thiel, the service manager at Joe Basil Chevrolet. Mr. Brondo stated that it is General Motors' position that does not fall into the necessary criteria under the Lemon Law with regard to the number of repair attempts for the same problem. Mr. Brondo then called on Mr. Oldham to discuss the various repair orders and what they involved. Mr. Oldham stated that during the first repair the problem was mechanical (Code CO460) and that the motor and controller assembly for the power steering was replaced. He then discussed the other work orders. He stated that the various codes listed on these repair sheets were merely "communication issues" internally in the vehicle. These were worked on each time the vehicle was brought in and that they did not constitute safety issues for the vehicle. Upon further discussion, he also stated that on the first repair order some of the problems as stated by the customer were also related to internal "communication issues. Mr. Thiel gave no testimony. After some discussion between the parties, all parties went out to the vehicle. The vehicle was not taken for a test drive. The mileage on the vehicle at this viewing was 15,699. Mr. Brondo at that time pointed to some damage to the rear passenger-side of the vehicle which consisted of a dent and a scratch. stated that she thought it was caused by someone on a bicycle.

(FAX)

#### **ARBITRATOR'S FINDINGS:**

The vehicle is primarily used for personal, family or household purposes. The problem substantially impaired the value of the vehicle to the consumer, and was not a result of the consumer's abuse, neglect or unauthorized modification or alteration of the vehicle.

In addition, I find that: [check one or more, as applicable]

- [X] There were 4 or more repair attempts for the same problem within 18,000 miles or 24 months, whichever is earlier, and the problem continued to exist at the end of the 4th repair attempt.
- [] The vehicle was out of service due to repairs for 30 or more days within 18,000 miles or 24 months, whichever is earlier.
- [] The manufacturer failed to commence repairs within 20 days of receiving the consumer's notice of the dealer's refusal.
- [ ] Other:\_\_\_\_\_

#### CONCLUSION

Based on these findings, I find that the consumer qualifies for relief under General Business Law §198-a (The Lemon Law).

The consumer has elected to receive a full refund. The manufacturer is directed to refund a total of \$15,252.27. This refund is calculated as follows:

1.	Purchase price of vehicle	\$15,490.00
2.	Registration, Title, Document and Inspection fees	\$ 85.25
3.	Filing Fee	\$ <u>250.00</u>
4. LESS lawful	Subtotal (1+2+3)	\$15,825.25
5.	for mileage (3,699 miles over 12,000 x line 1, divided by 100,000)	\$ 572.98
6.	excess damage	\$0.00
7.	Total deductions (5+6)	\$ 572.98
8.	TOTAL OWED BY MANUFACTURER (4 - 7)	\$15,252.27

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In addition, applicable state and local taxes are to be refunded directly to the consumer by the NYS Commissioner of Taxation and Finance.

The manufacturer is hereby directed to issue the refund, as indicated herein, within 30 days from the date the consumer notifies the manufacturer of his or her acceptance of the arbitrator's decision.

The application form published by The NYS Department of Taxation and Finance, needed to apply for credit or refund of state and local sales taxes, is herewith enclosed for the consumer.

The failure of the manufacturer to comply with this decision within the 30-day period shall entitle the consumer to recover an additional fee of \$25.00 for each business day of noncompliance, up to \$500.00.

This decision is binding on both parties. However, a dissatisfied party, pursuant to CPLR Article 75, may seek either (1) a modification, where appropriate (for example, an arithmetic or technical mistake), by writing to the NYS Dispute Resolution Association within 20 days of receiving this award; or (2) judicial relief, by filing an application in court within 90 days of receiving this award.

DATED: 11/26/2007

Arbitrator's Signature

State of New York)

: SS.:

County of Erie)

I hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

DATED: 11/26/2007

Arbitrator's Signature

**DEC 0 5 2007** 

Date of mailing by Administrator ("Date of Issuance") §300.16(f)

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Lemon Law Arbitration Program – January 2004

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· · ·	
•	
THIS CONTRACT INCLUDES THE ATTACHED RIDER LABELED BRAC SHAR	TBUY RIDER CLAIDE
RETAIL INSTALMENT CONTRAC	
	· ·
GMAC FLEXIBLE FINANCE PLAN	•
Dealer Number 105046 Contract Number	yer
Buyer (and Co-Buyer) - Name and address (include county and zip code) ··· Creditor (Seller name	ne and address)
JOE, BASIL CH	EVROLET, INC.
SLOAN NY DEPEN, NY 1	
ERIE	
You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By si under the agreements on the front and back of this contract. You agree to pay us, the Creditor, the	gning this contract, you choose to buy the vehicle on cre
payment schedule shown below. We will figure the Finance Charge on a daily basis.	Amount rinanced and rinance charge according to
New or Used Year Make and Model Vehicle Identification No.	Primary Use for Which Purchased
NEW 2006 CHEVROLET MALIBU 1GIZS51F36F	X personal, family, or household agricultural
Your trade-in is a: Year 1995 Make CHEVROLET Model CAVALIER	1G1JC1243S7
FEDERAL TRUTH-IN-LENDING DISCLOSURES	thsurance. You may buy the physical damage insurance this contract requires (see back) fro
ANNUAL FINANCE Amount Total of Payments Total Sale Price PERCENTAGE CHARGE Financed The amount you The total cost of	anyone you choose who is acceptable to us. You a
RATE	not required to buy any other insurance to obta credit. Your decision to buy or not buy oth
The cost of your amount the credit provided to you have made all credit, including credit as a yearly credit will cost you or on your payments as your downpayment	insurance will not be a factor in the credit approv
rate. you behalf. scheduled of s 2550, 00 is	process. If any insurance is checked below, policies
5.00 52051.21. 517152.94 5 19204.15 5 21754.15	certificates from the named insurance companies w
Your Payment Schedule Will Be:	<ul> <li>describe the terms and conditions.</li> </ul>
Number Amount When Payments Or as	Check the insurance you want and sign below:
of Payments of Payments Are Due Follows	Optional Credit Insurance.
35 1\$ 260.85   Moniniy beginning 10/30/05	🖸 Credit Life: 🔲 Buyer 🖓 Co-Buyer 🖓 Bot
Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late	Oredit Disability (Buyer Only)     Premium:
charge of 5% of the part of the payment that is late, with a minimum charge of \$1.	Credit Life \$
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.	Credit Disability \$N/A
Additional information: See this contract for more information including information about	(Insurance Company)
nonpayment, default, any required repayment in full before the scheduled date, and security interest.	
ITEMIZATION OF AMOUNT FINANCED	(Home Office Address )
1 Cash price (including any accessories, services, and taxes) \$19617.69. (1)	Credit life insurance and credit disability insurance, are not required to obtain credit. Your decision to
2 Total downpayment = (If negative enter "0" and see line 4H below)	buy or not buy credit life insurance and credi
Gröss trade-in \$ 50.00 -payoff by seller \$	disability insurance will not be a factor in the credit approval process. They will not be provided unless
= net trade-in \$ 50.00 + cash \$ 500.00 + other (describeREBATE \$ 2000.00 \$ 2550.00 (2);	you sign and agree to pay the extra cost. Credit life insurance pays only the amount you would owe i
3 Unpaid balance of cash price (1 minus 2) \$17067.69 (3)	you paid all your payments on time. Credit disability
4 Other charges including amounts paid to others on your behalf (Seller may	insurance, does not cover any increase in your payment or in the number of payments. Coverage
keen part of these amounts.):	for credit life insurance and credit disability
A Cost of optional credit insurance paid to the insurance company or companies	insurance ends on the original due date for the las payment unless a different term for the insurance is
Life \$ N/A	shown below.
Disability \$ N/A \$ N/A	Other Insurance.
B Other Insurance paid to the insurance company \$ N/A	N/A
C Official fees paid to government agencies \$ N/A D Government taxes not included in cash price \$ N/A	Type of Insurance Term
E Government license and/or registration fees	Premium \$
s <u>22.75</u>	/Inturance Company)
F Government certificate of title fees \$ 5.00	(Insurance Company)
G Other charges (Seller must identify who is paid and	(Home Office Address)
describe purpose.)	I want the insurance checked above.
to STATE TORSTE TIRE F \$ 12.50	X
to s N/A	Buyer Signature Date
NO PATTL CHE MALINENTIATIO \$ 45.00	X
to for \$	Co-Buyer Signature Date

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of Payments of Payments	Are Due	Follows	Optional Credit Insurance.
Str. Socre of	Monthly beginning		Credit Life: D Buyer D Co-Buyer Both
1000 A 40		·	Credit Disability (Buyer Only)
Lete Charge If a perment is p	ot received in full within 10 days after it is due,	vou will pay a late	Premium:
charge of 5% of the part of the pa	ayment that is late, with a minimum charge of \$1.		Gredit Life \$3
Prepayment. If you pay off all yo	our debt early, you will not have to pay a penalty.		Gredit Disability \$NIA
Security Interest. You are giving	g a security interest in the vehicle being purchase	ed.	
Additional Information: See nonpayment, default, any require	this contract for more information including d repayment in full before the scheduled date, an	information about discurity interest.	(Insurance Company)
	IL NOTO		(Home Office Address )
ITEMIZATION OF AMOUNT FIN		19617.69 (1)	Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to
1 Cash price (including any acce	ative enter "0" and see line 4H below)	<u>2.49.17.19.2. (0</u>	I have or not have credit life insurance and credit
			I disability incurance will not be a factor in the credit
	<u>00</u> −payoff by seller \$ <u>B / A</u> + cash \$ 500.00		approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life
= net trade-in \$ 50.00 + other (describe) EBATE		2550.00 (2)	Lineurance pays only the amount you would owe it
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4 Other charges including amou keep part of these amounts.):	nts paid to others on your behalf (Seller may		for gradit life insurance and credit disability
A Cost of optional credit ins	surance pald to the insurance		Insurance ends on the original due date for the last payment unless a different term for the insurance is
company or companies			shown below.
Life	<u>s N/A</u>		
Disability	<u>\$N/A \$ N/A</u>	. · · ·	Other Insurance.
B Other insurance paid to the			N/A
C Official fees paid to governm			Type of insurance Term
D Government taxes not inclu	ded in cash price\$N/A		Premium \$
E Government license and/or			
	<u>\$ 22.75</u>		(Insurance Company)
F Government certificate of tit			
G Other charges (Seller must	Identity who is paid and		(Home Office Address)
describe purpose.)			I want the insurance checked above.
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	nts paid to others on your behalf	17152 54 (5)	DAMAGE CAUSED TO OTHERS.
5 Amount financed (3 + 4)			
HOW THIS CONTRACT CAN B	E CHANGED. This contract contains the entire	agreement between	you and us relating to this contract. Any change to th
contract muşt be ir	Diridirig.		
	<b>C</b>	Co-Buyer Signs X	and the second second second second second second second second second second second second second second second
	alid, all other parts stay valid. We may delay or the for making some payments without extending	refrain from enforcing the time for making o	any of our rights under this contract without losing them there.

See back for other important agreements.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

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

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.

	RETAIL INSTA	LMENT CONTRACT	
Buyer Sign Co-Buyers and Other Owners - 3.00 the vehicle but does not have to pay the	Date	Co-Buyer Signs X	Date owner is a person whose name is on the title to o us in this contract.
Other owner signs here X	Date	Address	
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(Creditor),	<u> </u>		(Buyer) and			• ••••••••••••••••••••••••••••••••••••
(Co-Buyer). All refer	rences to "this C	Contract" include this Ri	ider.	· ·		
Rider, the words "y and any assignee o	ou" and "your" f the Creditor.	refer to the Buyer and	words used in this Rider and the Co-Buyer, if any. The words "we YABLE IN INSTALMENT	," "us," and "	our refer to the	
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AN INSTALMENT	UF\$		WILL BE DUE ON	(Mo.)	(Day)	(Yr.)
		f the payment due at th	e applied to the payment due at the e end of the Contract term over the		Contract term; ar	
The Sale Price will t any Excess Wear an	be the amount of Tear Deduct ant schedule, T	e option to sell the vehi of the last <u>scheduled</u> p ion; and, (C) less any f his payment may be di	icle to the Creditor on the due da ayment as shown in the Payment Excess Mileage Deduction. (Note: fferent from the payment due at t	Sche The I		t the Sale Price. ion fee; (B) less payment shown ave the option to
1. You have not bro encumbrances off	oken any of yo her than the Cre	our agreements under editor's lien;	the Contract, including your agree			
			Contract except for the amount of			
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Sale Price;		Sect and	ied payment any excess of the pa			•
requests in any re-	call campaign;	as described in the O and	wher's Manual and in the Maint	enance Sone	adule folder and	as the manutacturer
			ior written permission of the Credi			0
If you exercise this of	ption, you will s	ign and deliver all docu	ments that may be needed to tran	sfer title to th	e vehicle to the l	Creditor.
estimates it would co repairs. These costs tinted; (b) damaged been replaced with e (including spare; sno or stained dash floo	ist to make all i Include, but an body, fenders, quipment of equipment of equipment of equipment of equipment w tires are not a or covers, seats operate in a not	repairs to the vehicle the renot limited to, the ar- metal work, lights, trim ual quality and design; acceptable); (f) any thre s, headliners, upholste bisy, rough, improper, t	and Tear Deduction used to figunat are not the result of normal we nount it would cost to repair or re or paint; (c) missing equipment to (d) missing wheel covers, jack or with less than 1/8 inch of tread re ry, interior work or trunkliners; (f) unsafe, or unlawful manner; (i) any	par and tear, oplace: (a) gl hat was in th wheel wrenc maining at th ) any mecha	whether or not t ass that is dam ië vehicle when h; (e) missing or ne shallowest po anical damage	ne creditor makes ine aged õr-that you have delivered and has not unsafe wheels or tires int; (g) torn, damaged, or other condition that
anomical of the volid	ola's valueV7bd	sponraisor must be ar	Wear and Tear Deduction, you n independent third party accepta lesser of: (1) the amount of the l	ble to both N	You and the Cre	altor, if you choose to

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required insurance	<ul> <li>continuously covered with through the insurance comp of my contract located at;</li> </ul>	insurance against the any shown below and	risks of fire, theft have requested th	and collision. Ac at the policy contra	cordingly, I have ain a loss payabl	e endorsement i
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(FAX)



Joe Basil Chevrolet Inc. 5111 Transit Road, Depew, New York 14043 • 683-6800

"THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. The Dealer will automatically, and within sixty days of securing such registration and title, refund any amount overpaid for such fees."



Estimated Fee \$\_17.75

P.028/047

Fax Server	2/19/2008 9	0:11:38 AM	PAGE	31/048	Fax Server	
02/18/2008 17:45 Overallowance/Negat	tive Equity/Incentiv	es Form (No	n-Florid:	(FAX)	· · · ·	P.029/047
				-,		
Customer:		SR #: 71	-5710326	656	BBB#: NY# N	2-652388

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 Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

Section 1	
Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 17990.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= -500.00
(If positive, look for Overallowance)	
If the Purchase Price is greater than the MSRP but there was no trade-in, have the Dealer explain why	- <b>I</b>
the customer paid more than MSRP.	

### Section 2

Trade Allowance		50.00
(from Bill of Sale)		
Actual Cash Value (ACV)		- 50.00
(from ACV Statement)		
Subtract the ACV from the Trade A	Allowance	= 0.00
If positive, the Trade Allowance is higher	than the ACV of the trade-in. This is Ove	erallowance.

Section 3			
Trade Allowance			50.00
(from Bill of Sale)			
Payoff on Trade			- 0.00
(from Bill of Sale)			
Subtract the Payoff on Trade f	rom the Trade Allowance		= 50.00
If negative, the Payoff on the Trade	s higher that the Trade Allowance. This is Negative Equity.	· [	

Section 4	
Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 2000.00
(from BARS and Incentive Acknowledgement sheet)	
Do not include fuel-fill credit or Dealer incentives. GM Card points must be included.	
Overallowance/Negative Equity	- 0.00
(use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger)	
Subtract the Incentives and the Overallowance/Negative Equity from the Purchase	= 15490.00
Price. This is the Actual price of the vehicle that should be presented to the BBB on	
the Agreement to Arbitrate (ATA).	
If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found worify	

If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Lead before submitting information to BBB.

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(FAX)

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# 71-571032650

501 NEW KARNER RD. / ALBANY, NY 12205 518-669-9200 / FAX: 518-869-3334



October 30, 2007

VIA EMAIL

Mr. Steve Barrett Business Process Manager – IBM IBM Global Services IBM Business Consulting Services 180 Kell Drive Chatham ON CA N7M 5Y6

Re:

v. General Motors Corporation VIN: 1G1ZS51F36F

Dear Mr. Barrett:

Enclosed is the file received by this office from the New York State Dispute Resolution Association on behalf of General Motors Corporation with reference to the above-captioned matter. Please forward to me General Motors Corporation's CAC file and warranty history inquiry for vehicle.

Please direct all correspondence, telephone calls and inquiries with regard to this arbitration proceeding to Joshua Tonra, Esq., who is the attorney handling this file for this office.

Thank you for your cooperation in this matter.

Very truly yours,

Keith B. Rose

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-ltr.doc

MOH- inpp.
N22 - Reads high/low
<u>N31- I000</u>
JES - NO start.

Keith B. Rose attorney at law ny, ma, ct, nj, ga, wv, pa

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL

VERONICA HIGGS COPE ATTORNEY AT LAW GA. SC

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WV

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA

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CONSUMER	INFORMATION	• • •	•			
1. Name	:					
- # 45.						
Addres	\$ <b>\$</b> :					
City: State:	Sloan JN Zip:					
Phone				•		
Work:			·			
VEHICLE INFO	ORMATION (Attach	Copy of <u>Your</u> Bill	i of Sale or i	Lease)		
2. Manufa	turer: GM					
		ysler, Toyota, Win	nebago, etc	.)	-	
3. Year: c 			Model:			
4. Vehicle	(ex. Chev	rrolet, Dodge)		Cavaller, Car	avan)	
4. Vehicle (VIN):	G12551F36F	identificatio	. n		Number	
13587	elivery? <u>9-30-0</u> E	•		_ Curr	<b>U</b>	
6. Did you p [] I purc	urchase or lease you hased my vehicle.	r vehicle in New Y	ork? leased my v	ehicle.	No[]	
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	-		
	7. 8.	Is your vehicle registered in New York? Yes X No[]	
	ο.	Is your vehicle primarily used for personal, family or household purposes?	
	9.	Do you still own or lease your vehicle? Yesk No[]	
	DEAL	ER INFORMATION	
	10.	Name: Joe Basil Chevrolet, Inc.	
	-	Address: 5111 Transit Boad	
e des		city: <u>Nepew</u> State: <u>NY</u>	
	Zip:	<u>14043</u>	
	BANK	OR FINANCING INSTITUTION (if financed):	
•	11.	Name: CANC Florible Finance-Olan	
	-		
		Address:	
	Zip:	City: State:	
		NG COMPANY (if leased):	
	· <b>Z</b> .	Name: GMAC Flexible Finance Plan (Joe Bosil Chevrolet	)
		Address: 5111 Transit Rd	
		City: Depeu) State: NY Zip: 14043	
		3	1

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	Lease Acct #:
	IG12851F36F
	VEHICLE'S PROBLEM(S)
	13. Briefly describe the problem(s) for which you seek a refund or a replacement vehicle:
	Powersteering locks up, reads across radio > Power steering
	Fuel gauge gres to empty, Speed chometer doesn't work, reads error across mileage, won't start
	14. Does the problem(s) for which you seek relief substantially impair the
	Yes M No [ ]         15. On what date and at what mileage did you first report this problem(s) to the dealer or the manufacturer? Date: <u>9-5-010</u> Mileage: <u>5460</u>
	16. Does the problem(s) involve a dealer installed option? Yes [ ] No X
	<ul> <li>BASIS FOR RELIEF SOUGHT: You must complete at least one of the following three questions (17, 18 or 19). If you have a Motor Home, you must also answer # 20.</li> <li>17. Unsuccessful Repair Attempts</li> </ul>
	A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?
	B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the <u>same</u> problem.
	Problem 1 (Specify) Pouce Steering locks 005
	Date Mileage Work Order #
	(1) 9-11-06 5475/5479 347161
	(2) $5-29-07$ 11257/11287 32077
	(3) <u>1-20-07</u> <u>12633</u> <u>377123</u>
• -	4
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(4) 3450 1,24 (5) Problem 2 (Specify) Uae Date Mileage Work Order # (1) -0 (2) JQ (3) (4) 21 (র) 0 C. Do you have copies of all relevant work orders?..... Yes 🖌 No[] (If yes, attach copies of them. Otherwise, once accepted into the Program, you may request copies from the manufacturer, with the arbitrator's approval, by writing to the Administrator pursuant to Regulation §300.9.) D. Did the problem continue to exist at the end of the fourth attempt? Yes X No [] 18. Days in Shop for Repairs How many days was the vehicle out of service due to repairs within the first A. 18,000 miles or 24 months, whichever is earlier? days, В. List the dates, mileage, and repair order numbers for those repairs: From: 109-11-01 To 9-12-010 Days out\_ Mileage5475 79Work Order 1161 From: 5-29-07 To: 5-3-07 Days out 2 Mileage: 11757 Work Order <u># 32077</u> To: ]-27-07 Days out: 7\_ Mileage: 12033 From: 1-20-07 \_ Work Order To:<u>8-29-07</u> Days cut: 5\_Mileage: <u>13420/1345</u>0 Work 8-24-07 Order TO:9-7-DI Daysout Mikage 13555 work FROM order Do you have copies of all relevant work orders?..... Yes [X] 5

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	No [ ]			-			
		may request	h copies of them. O t copies from the m Administrator pursu	Ianutachirer with	1 the orbite	o the Program, you ator's approval, by	
	19. <b>R</b> <u>ar</u>	efusal to Repair nd the manufactu	(Note: This questi rer refuse to comm	on should only ience repairs.)	be comple	eted if the dealer	
	A.		otify the dealer of the	e problem for w	nich you are		
	No[]	seeking uns a	rbitration?			Yes [ ]	
	В.	if	yes,	what		problem(s)?	
	C.	What was the	date of notification t				
	7. D.	2 <b>.</b>	•		<u> </u>	<u> </u>	
		necessary with	r refuse to inspect t in 7 days of receivin	ne venicle and n 19 your initial notio	nake whate ce of the pro	ver repairs were oblem? Yes	
	Ε.	If yes, did yo requested, of s Yes[] No[]	ou notify the manu such refusal? (Attac	u <b>facturer</b> by ce h copy of notific:	rtified mail ation with p	, return receipt roof of mailing.)	
	F.	Did the manufactory your written not	cturer fail to make re ice of the dealer's re	epairs within 20 d Ifusal to repair?	ays of recei	ving Yes [] No [	
	-		. •				
			-				
	ς.	ir -					
	20. If You	ur Complaint Invo	lves a Motor Home	:			
	Α.	Did the dealer or	r manufacturer prov	ide you with a w	ritten copy	of the special	
	·	lemon law notifica No [_]	ation requirements?			Yes [ ]	
	<b>B.</b> .	and dealer of the	A) is yes, prior to thi manufacturer, by ce n that was subject to	nilled mail rotur	n recoint m		
			6				

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#### HEARING LOCATION

21. Please indicate where you want the arbitration hearing to be held:

[] Hempstead

1 Albany 1 Amsterdam 1 Auburn [] Batavia ] Binghamton Bronx ] Brooklyn Buffalo Canandaigua ] Carmel ] Catskill ] Cobleskill 1 Comina ] Cortland ] Delhi [] Elmira [] Fort Edward [] Geneseo [] Glens Falls []Goshen

] Highland ] Hudson ] Illon 🗉 ] Ithaca [] Jamaica [] Jamestown [ ] Johnstown Lake Placid F [] Lower Manhattan []Lowville []Lyons [] Malone [] Monticello [] Montour Falls [] New City [] Niagara Falls [] Norwich [] Ogdensburg [] Olean

[] Oneida [] Oneonta ] Oswego Penn Yan [] Plattsburgh [] Poughkeepsie [] Rochester [] Saratoga Springs [ ] Schenectady Smithtown [] Speculator Staten Island [] Syracuse 1 Trov [] Upper Manhattan 1 Utica I Waterloo ] Watertown [] Yonkers

### TYPE OF HEARING AND RELIEF REQUESTED

22. 👌 Oral (in person)

Oocuments only (if manufacturer agrees)

[] comparable replacement vehicle

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	PREVIOUS ARBITRATION	
	24. A. Did you participate in any previous arbitration for the same problem(s) for which you now seek arbitration? Yes [ ] No [x]	
	B. if yes, what was the name of the Program?	
	C. Did you accept the decision of the arbitrator?	
	<ul> <li>D. Did the manufacturer comply with the decision?</li></ul>	
	SIGNATURE: 9-10-07	
	CNS 006 (5/05)	
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*CO-BUYER			wi (10.00 cm cm cm cm cm cm cm cm cm cm cm cm cm		45
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*BUYER	· · · · · · · · · · · · · · · · · · ·	SS#		—	
*CO-BUYER		_SS#			INFORMATION
►LAST VEHICLE PURCHA	SED FROM:	J.B.C.	الفصير ميينية (ما <sup>رد</sup>	YEAR	
HOW WAS THE SERVIC	E DEPT.:	EXCELLENT - AV	ERAGE - POO	R MILES MAKE /	1261cm
WHY DID YOU BUY: LO	CATION - TR	RADE - PRICE- O	THER	MODEL	Cariller 1
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			, <sup>*</sup> ;
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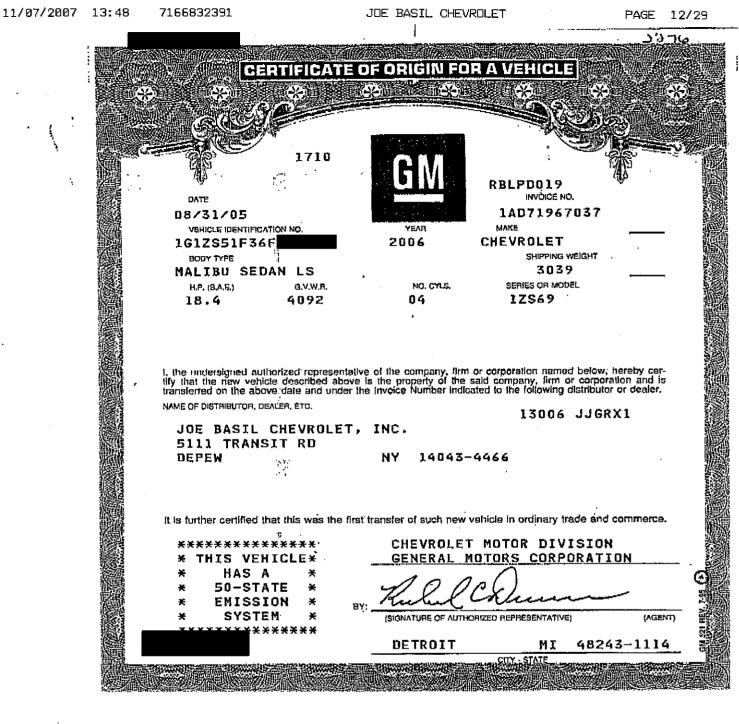
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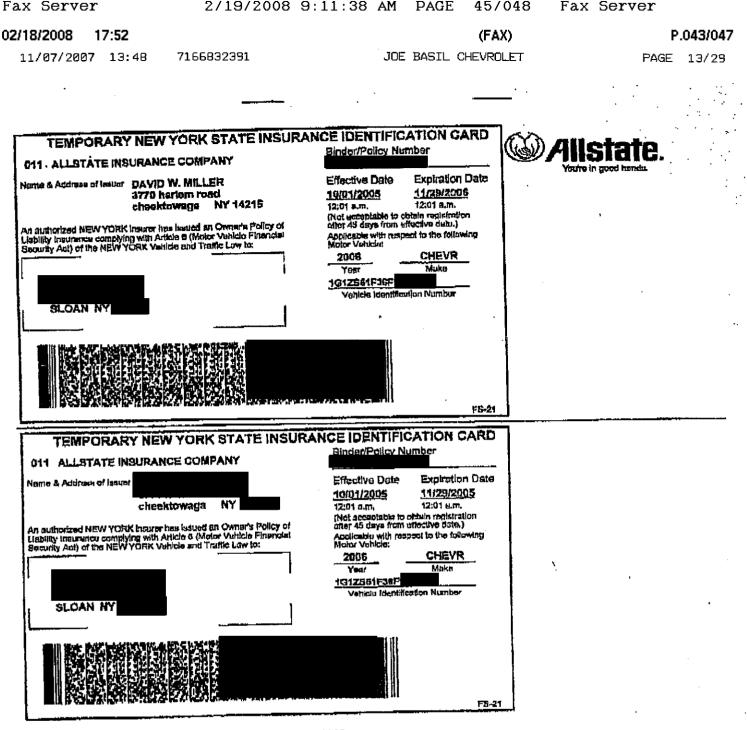
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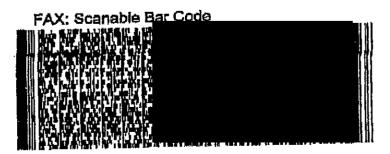


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Replacement venere notation. Only will only process a vehicle change (rejectionation) using the neplaced vehicle's current registration



#### FAX INSTRUCTIONS:

- 1. The entire page must be faxed.
- If submitted to DMV, either the entire page or the second card and large bar code will be retained
- A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.

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4. DMV will not needed a faxed ID card without a soanable barcode

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JOE BASIL CHEVROLET

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New York State Department of Motor Vehicles

GENERAL CONSENT FOR RELEASE OF PERSONAL INFORMATION



#### Backgibund

The federal DHver's Privacy Protection Act (DPPA) designates certain information in motor vehicle records as *Pertonol information*. Personal information includes a motorist's photograph, social security number, date of birth, driver license number, non-driver ID number, name, address (except for 5-digit zip code), telephone number, and medical or disability information. Public information includes reportable accidents, driving convictions, driver status and vehicle information. Most motor vehicle records contain personal and public information. Please note, if we are authorized to release personal information, we will not release social security number, phone number, photograph, medical or disability information.

The DPPA also limits the reasons *(permissible mes)* for which the Department of Motor Vehicles may release records containing personal information. Copies of the DPPA, and the permissible uses available in New York State, are printed on forms MV-15DPPA and MV-15PU.

Some requesters may request a copy of a record only if they have permission from the person named in the record. This form provides evidence (signed authorization) of that permission.

#### Instructions for Motorists

The metarist is the person named in a motor vehicle record. The record requester is the person requesting information about the metorist. To complete this form, print your name in the blank marked *Motorist*. Print the record requester's name in the blank marked *Record Requester*. Then visit a notary public. In the presence of the notary, sign on the line marked *Motorist's Signature*, then give this form to the notary to notarize.

After it is notarized, give this form to the record requester.

#### Instructions for Record Requesters

You may request someone else's motor vehicle record containing personal information only if you have a permissible use as defined in the DPPA. You may face criminal penalties and civil liabilities if you request a record for which you do not have a permissible use. Having the motorist's permission is a permissible use. This form, properly completed and notarized, is evidence of the motorist's permission.

Keep a copy of this form for five years after you receive the record you requested.

1,	, authorize the New York State Department of Motor Vehicles
to disclose or otherwise make available to	GMACpersonal information about
me obtained by the Department in connectio	
STATE OF NY	557:
COUNTY OF ERIE.	
On this <u>30TH</u> day of <u>SE</u>	month) (rest) before me personally appeared
same	, to me known and who by me being duly swom, acknowledged
	ied the foregoing consent and who acknowledged to me that he/she executed
the same for the purpose therein stated.	J. inupple.
MY-150C (J/0?)	WWW.NYSUNV.COM LORINA M PIMPO
	No. 01-P16107062 Qualified in Erie County
	Commission Expires March 15, 2008

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JUE BASIL CHEVROLE

Server	P.045/047		TYPE OF SALE         New York State Department of Motor Vehicles         TYPE OF SALE         Image       Image       New York State Department of Motor Vehicles         RETAIL CERTIFICATE OF SALE         Image       Image       Image       No.         VEHICLE INFORMATION: NEW J276       No.         Year       Make       Color       Weight (Intaden)         Year       Make       Model       Body Type       Color       Weight (Intaden)       Fuel       Cylinders/       Adviti         Year       Make       Model       Body Type       Color       Weight (Intaden)       Fuel       Cylinders/       Adviti         Year       Make       Model       Bit       3039       TypeAS       4       Seating         Yeahlde Identification Number       Lien(s)       Inspection Certificate Number       Date of Inspection       Inspection Station Number         Yeahlde Identification Number       Jaines Burgot       Selling Price	· · · · · · · · · · · · · · · · · · ·
47/048 Fax	(FAX) Aveni et		Image: Plan       Number of Debler Plate Loaned       Leebee Buyout (Insp. Not Required)       Selling Price         Plan       Number of Debler Plate Loaned       Leebee Buyout (Insp. Not Required)       \$ 18088.89         DEALER INFORMATION (Pdni Name and Address)       JOE BASIL CHEVROLET, INC. 5111 TRANSIT ROAD       DEPEW, NY       14043         PURCHASER INFORMATION (Point Alema and Address)       Sale       09/30/2005	
AM PAGE 47	(FAX JDF BAST! CHEVIED		PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership) CHEV MTR DIV DETROIT, MICHIGAN       Date of Purchase 08/31/05         ODOMETER DISCLOSURE STATEMENT         Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownershipPailure to do so, or - not telling the truth about the mileage may result in fines and/or imprisonment.	
9:11:38			The odometer on the vehicle described above mas. I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above. I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS." (no tentha) I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY." DEALER CERTIFICATION: f certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the parehaser was entitled to register the vehicle. This vehicle complied with equipment f certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery and adequate service on the public highway under normal use.	
2/19/2008	7166832341		I certify that, to the best of my knowledge, this odometer reading "EXCHEDS MECHANICAL LIMITS."       (no tentha)         I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."         DEALER CERTIFICATION:       I certify: The valicle described above was sold to fire purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the valicle. This valicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adomate service on the public highway under normal use. Equipment certification does not apply to a valicle sold as new, values, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are truthable as a Cleas A miscagneon pursuant to Section 210.45 of the Penal Law.         DEALER (or authorized representative) - (SIGN full name)       PRINT full name of dealer or authorized rep.       Date       Dealer       Dealer         PRINT full name of purchaser       Date       09/30/2005       Selling       Selling         PRINT full name of purchaser       Date       09/30/2005       Belling       Selling         PRINT full name of purchaser       Date       09/30/2005       Belling       No.       Selling         PRINT full name of purchaser       Date       09/30/2005       Belling       Selling       Selling	
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**(FAX)** JOE BASIL CHEVROLET

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The DEALER Who	provides you with this Customer Registration	Form ("Registration") must com	plete this form. The DEAL	
the right to reject t	CTIVE COATINGS, INC. (CAL-TEX), original his Registration, without obligation to any part	y, if it is not fully or accurately c	ompleted, or if the proper fe	sector int submitted to
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	LAST SIX C	OF VIN:				
	ADR CRS:	Giovanna F	loreno	EXT.:	11549	
	DVM:	Dan Oldhai	n	PHONE:	716-807-875	8
	DATE ACC	EPTANCE R	ECEIVED:	February 1	5, 2008	
	NUMBER O	OF DAYS FO	R COMPLIAN	ICE:		
	TEAM LEA	D'S SIGNAT	URE: Brid	get Cazabon/A	DR-TL/Chath	am
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	COMMENT	S/REASON I	FOR EXCEPT	TION:		
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1. <b>4</b>				
2006 MALIBU SEDAN LS		CHEVROLET	MOTOR DI	VISION
250 DARK BLUE METALLIC	/L4G	GENERAL M	OTORS COR	PORATION
838 TITANIUM		100 RENAI	SSANCE CE	NTER
ORDER NO. JJGRX1/TRE STOCK N	ю.	DETROIT		8243-1114
VIN 1G1 ZS51 F3 6F		VEHICLE I		-
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MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL -	
1ZS69 MALIBU SEDAN LS	17365.00	16409.93		
L61 2.2L 4 CYL ENGINE	N/C	N/C		
MX0 4-SPEED AUTO TRANSMISSION	N/C	N/C	EXP I/T	
NE1 50-STATE EMISSIONS	N/C	N/C	INT COM	
VK3 FRONT LICENSE PLATE BRACKET	0.00	0.00	PRC EFF	
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			HP:	18.4
			GMS:	16588.98
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		· · · · · ·	MRM:	17990.00
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TOTAL MODEL & OPTIONS		17365.00	16409.93	ACT 231	16513.98
DESTINATION CHARGE	et e	625.00	625.00	H/B 261	520.95
LAM DEALER CONTRIBUTIO	N		173.65	ADV 261	173.65
LAM GROUP CONTRIBUTION	Ľ.		173.65	EXP 65A	173.65
	an an Ariana Ariana	· ·			
TOTAL		17990.00	17382.23	PAY 310	17382.23

JOE BASIL CHEVROLET, INC.

REMIT TO GMAC NO. 004 VIN 1G1ZS51F36F \$ 17382.23 INV 1AD71967037 DUE 09/09/05 DEALER 13-006 1.

2.

# General Motors Car and Truck Divisions CUSTOMER INCENTIVE ACKNOWLEDGMENT AND/OR ASSIGNMENT

CUST	OMER NAM				
VIN:	1G1ZS51F36F	SLUAN NY	•		·
		· · · · · · · · · · · · · · · · · · ·		(or se	e attached list*)

### CUSTOMER INCENTIVE(S)

I assign the total amount of customer incentive(s) listed to the dealer named below and request that the available customer incentive(s) be applied: (a)\_\_\_\_\_ to the down payment on this vehicle, (b) \_\_\_\_\_ where permissible by law, as a price reduction (Bill of Sale indicates pre-incentive price, amount of incentive and final price and incentive applied) or (c)\_\_\_\_\_ a check be issued in my name by Dealer named below:

Incentive Program Reference	Amount	GM Incentive Code
Sept Select	\$ 1000	
Checkbook	\$ 1000	
· · · · · · · · · · · · · · · · · · ·	\$	
	\$	
	\$	
Total Incentive Amount Received	\$ 20.0	

Other Program Selection (Which may or may not be in lieu of customer incentive programs, for example, Division supported financing/leasing, etc.)

I am the <u>ultimate retail purchaser or lessee</u> of the vehicle bearing this vehicle identification number which was sold/leased to me by the Dealer named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery of this vehicle on \_\_/\_\_/\_. I acknowledge receipt of incentive(s) as described in item # \_\_\_\_ and release the GM Division from any future claim or obligation for incentive(s) on this unit.

Purchaser/Lessee Signature

\_\_\_\_\_Date\_\_09/30/2005

The undersigned person, as Dealer representative, certifies that the information on this application is true and correct and the incentive(s) described in item # \_\_\_\_\_ have been provided to the said purchaser/lessee who has taken delivery of referenced unit through this dealership and that properly completed accurate delivery data has been forwarded to General Motors.

Authorized Dealer Signature:\_\_\_\_\_ Dealership Name: Joe Basil Chevrolet, Inc

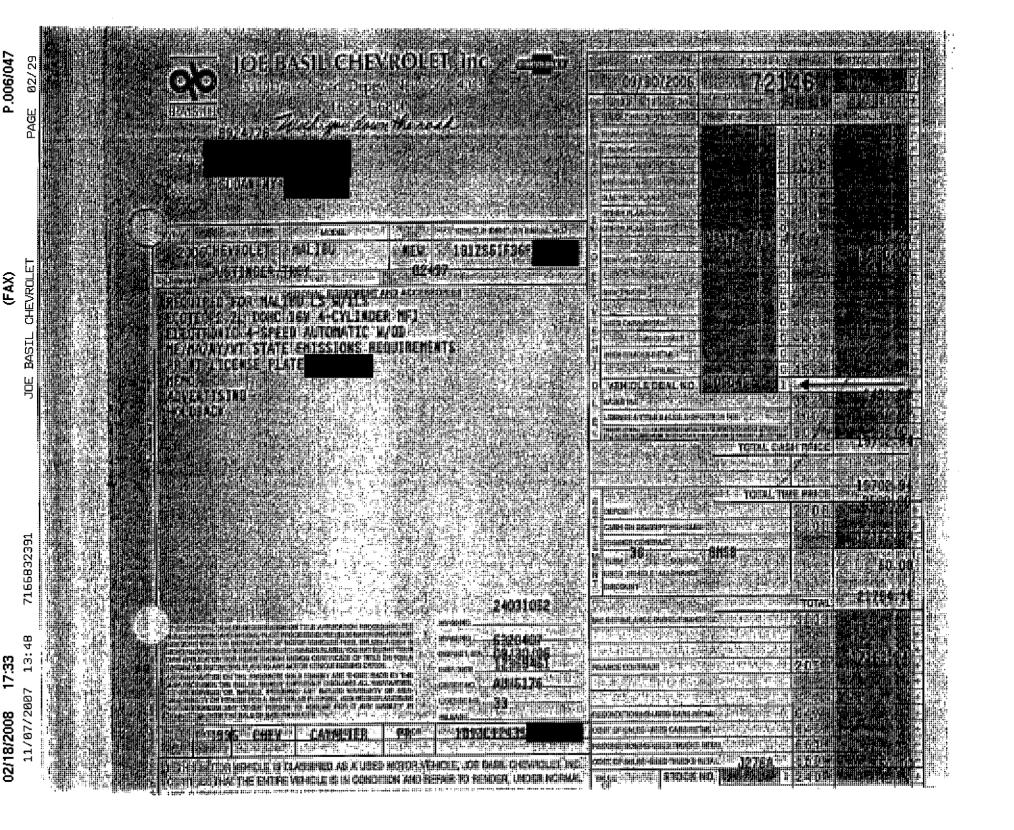
\_\_\_\_ Date\_/\_/\_ Dealer Code: 13006

List must include VIN, Delivery Date and Program Reference

Dealer Note: This document is required as supporting documentation for the payment of any consumer incentive and must be available in the Deal File Copy #1 - Dealer Copy #2 - Customer convert and convert and must be available in the Deal File

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501 NEW KARNER RD. / ALBANY, NY 12205 518-869-9200 / FAX: 518-869-3334 THE ROSE

November 2, 2007

#### VIA EMAIL

Mr. Steve Barrett Business Process Manager – IBM IBM Global Services IBM Business Consulting Services 180 Kell Drive Chatham ON CA N7M 5Y6

Re:

v. General Motors Corporation

LAW FIRM.

PLLC

VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

This letter will serve as a follow-up to our letter to you dated October 30, 2007. An arbitration hearing in the above matter has been scheduled to take place the Center for Resolution and Justice, 625 Delaware Avenue, Suite 300, Third Floor, Buffalo, New York on November 20, 2007 at 11:00 a.m. Enclosed is a copy of the Notice of Hearing for your convenience.

I have sent a letter dated November 2, 2007, to Joe Basil Chevrolet, Inc., advising them of the hearing date and requesting their assistance in this matter. Please follow-up to confirm that a representative from Joe Basil Chevrolet, Inc., will be attending the hearing.

Your immediate attention to this matter would be greatly appreciated.

Very truly yours,

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-Hearing.doc KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL

VERONICA HIGGS COPE ATTORNEY AT LAW GA, SC

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WV

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA

#### 02/18/2008 17:37

(FAX)

FAX ND, :3622568

Oct. 29 2007 09:55AM P1

# 046742

Child and Family Services Center for Resolution and Justice 625 Delaware Avenue, Suite 300 Buffalo, NY 14202 Phone: 716-362-2323 Fax: 716-362-2324

# NOTICE OF HEARING

Sloan, NY

Rose Law Firm 501 New Karner Rd. Albany, NY 12205

RE: Attorney General's Case #NC-652388 v. GM-Chevrolet

Please take notice that an arbitration hearing for the above case will be held as follows:

Center for Resolution and Justice (Erie) Child and Family Services 625 Delaware Avenue Buffalo, NY 14202

Tuesday, November 20, 2007 11:00 AM

Arbitrator: Allie Locsch

Please be prompt and prepared to present your case.

Susan Ritter Intake Coordinator

Notice: The Arbitrator has arranged his or her schedule and reserved the above date. Therefore, every effort should be made to appear on the date scheduled. In the event that unforescen circumstances make it impossible for you to attend, you may request a postponement from the Arbitrator by calling the Center. All requests for postponements must be communicated to the Intake Coordinator (not the Arbitrator). There should be no communication between the parties and the neutral Arbitrator other than the oral hearing. Any party wishing a stenographic record must make the arrangements directly with a stenographer and notify the other parties of the arrangements in advance of the hearing.

cc: Allie Loeson

OCT 2 9 2007

Revised 8/02/2007

### Privileged and Confidential Information

#### CASE ASSESSMENT

By: Giovanna Floreno State: New York

Customer Name:

Service Request: 71-571032656

Vehicle ID No.: 1G1ZS51F36F In Service Date: 9/30/2005 Vehicle is: New

BAC Code: 115357

BBB Case No.: NY# NC-

Vehicle Purchased Used on: NA at odometer NA

652388

Sale Type: Purchase Lease X Other: CAM Name: Craig Joseph Phone Number: 914-244-6130

# VEHICLE REPAIR HISTORY

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

x Power steering / Low Fuel on radio/ No start

Year, Make & Model: 2006 Chevrolet Malibu

Mileage at Time of BBB Filing: 13587

Lien holder: GMAC X Other :

Phone/Cell Number: 716-807-8758

DVM Name: Dan Oldham

Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
9/7/2007	381268	4	13,555	Customer states the power steering/ low fuel showed on radio display and none of the gauges will work- intermittent. N1 Repaired wiring. Scanned electronic power steering system for trouble codes. Code U2100, U2105 and U2109 stored. All module communication errors. Obtained service docs #1326540 and #1639360 and 1639352. High speed serial data communication is intermittently open trace circuits 2500 and 2501, TAN and TAN/BLK wires from BCM to power steering control. Found terminal pin tension at BCM connectors loose- re-shape terminals. Traced wiring from BCM to P/S control module. Replace 4 terminal ends at connector #C206. Terminals A4 and B4 both sides. Restore vehicle to original. Clear trouble codes and road tested, problem solved. Customer states the vehicle wouldn't start- no crank- happened five times over the last year. Related to line A. See repair line A.
8/29/07	380432	6	13,450	Customer states that the power steering message is showing on the radio display when driving, advise. See history. Cause: Poor connection. N6628 Wiring and/or connector. Steering /suspension/ ride control repair or replace. Check power steering system for trouble codes U2100, U2105, U2107, U2109. All communication codes. Obtain service doc #1326540. Perform diagnostics with tech stable for communicate with all vehicle modules, BCM, PCM, power steering control. Intermittent condition present. Check connection at BCM, ok. Check connections at power steering control module harness had slight tension due to routing. Reroute harness. Clear DTC's and road test 30 miles. Problem did not occur. Customer states that power steering is binding and at AME time fuel
7/27/07	377123	8	12,633	gauge drops to zero-error reads across the mileage, non of the gauge

02/18/2008	17:38			(FAX)	P.013/047
5/31/07	32077	3	11,287	work. Cause; Loose and bad connections at BCM. N480 computer (control) body replace. Poor connection, re-p Checked out electrical system. Scanned vehicle for cod communication codes stored U2100, U2107, U2105, U2 Scanned all data and monitored steering. Checked all p checked for bulletins. Found PI# 1753827 to check cor dash. Checked and secured connector behind dash. Ca assistance due to times in for repair. Checked and secu BCM. Replaced 2 terminals in C2 connector. Reprogram latest program. <b>TAN case # was 9766833</b> . Road tes times and was ok and no codes returned. Customer states intermittently car will not start, turns I happens, only gauges light up. Intermittent communica Module, computer (control) body replace. Started all of duplicated dash cuts out, codes U0140, U2105, U2103, U2100 all related to body module loss of communication	programmed. es, many 2109 and B2575. power modes and inectors at left lled TAN for ared connectors at med PCM with t vehicle several eseys and nothing ations loss. N4800 c, initial drive, U2109, U2107,
9/12/200 6	347161	2	5,479	tested 2x all ok. Customer states while driving power steering light com sounds. Cause: Module shorted. E7631 motor and cont electronic power steering replace. Check power steering DTC's trouble code C0460 stored. Perform diagnostics, 1 is 2.45V while sensor 2 is .45V. Internal short in power motor/module assy. Replace motor/module assy, re-pro- test problem solved. Customer states when power stee- on, fuel gauge goes to empty. See line A. Customer state will not crank or start- customer turns key and nothing A.	es on-0 chime roller assembly, g system for any strg position signal er steering ogram and road ering light comes ites intermit vehicle

### x <u>Steering System</u>

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
5/31/07	32077	*		Customer states intermittently steering system will lock up and cannot turn safely. Road-tested, all ok.

#### Recall/Campaign (Not Related to Other Symptoms/Complaints)

Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:

# <u>Verified with customer if the vehicle has ever been involved in an accident?</u> N <u>If yes are the RO's attached?</u> NA

<u>Other</u>

Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed;

# THE STATE LEMON LAW READS:

Days out of service: 30 days Repairs 4 Time period 24 months / 18,000 miles Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs NA Safety-related time period NA / NA

Number of repair attempts in the presumption period:	5
Total days out of service during the presumption period:	23
Total days out of service during customer's ownership:	23

# Vehicle Meets Presumption of Lemon Law YES

# PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: There are no additional Service Requests documenting customer's concerns Date & Offer/Result: NA

# **RECOMMENDATION AND RATIONALE**

Reminder: Take into consideration 1) DVM/Svc Manager input 2) if there are any unrepaired defects, and 3) are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

Cust sks: New York State Dispute Resolution hearing

DVM sts: DVM states will be in attendance to matter.

SVM sts: Service Manager states will be in attendance to matter

CRS Rationale: On 11/05/07 CRS advised Service Manager Jay Thiel, there has been a hearing scheduled to take place at the Center for Resolution and Justice, 625 Delaware Ave, Suite 300 Third Floor, Buffalo NY on Tues November 20/07 at 11 am EST. CRS adv received a copy of arbitrator's Allie Loesch's "Decision on a Request for Modification of the Arbitration Award" on 2/15/2008. CRS advised have NOT received customer's signed acceptance of arbitration award.

CRS FINAL OFFER:	Straight Repurchase	DATE: 2/15/08	CUST Accepted
Goodwill: NA	· · · · · · · · · · · · · · · · · · ·	Attorney Fees (if a	oplicable): \$NA

TEAM LEAD APPROVING:	Bridget Caraban	Deter February 10, 2000
LILAM LEAD AFFROMING.	Bridget Cazabon	Date: February 18, 2008
	······································	

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

\* SES light is to be captured under affected component above.

(FAX)

501 NEW KARNER RD. / ALBANY, NY 12205 THE ROSE 518-869-9200 / FAX: 518-869-3334

February 15, 2008

#### VIA EMAIL

Mr. Steve Barrett Business Process Manager – IBM IBM Global Services IBM Business Consulting Services 180 Kell Drive Chatham ON CA N7M 5Y6

Re:

v. General Motors Corporation VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

Enclosed is a copy of Arbitrator Allie M. Loesch's "Decision on a Request for Modification of the Arbitration Award" in connection with the above-captioned matter. The method utilized by the arbitrator to calculate the award is correct. Therefore, please execute it.

LAW FIRM,

PLLC

Very truly yours,

92e Keith B. Rose

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-decision-modification ltr.doc KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL, NJ, SC

VERONICA HIGGS COPE ATTORNEY AT LAW GA, SC, AL

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA, NJ, NC

080158

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**ND-6** FILE DATE: 10/22/2007

#### AG CASE #: NC-652388

ARBITRATOR: Allie M. Loesch

# ARBITRATOR'S DECISION ON A REQUEST FOR MODIFICATION OF THE ARBITRATION AWARD

Consumer:				Manufacturer:	GM-Chevrolet
Address:				Address:	c/o MSX International 1464 J. A. Papalas Drive
	Sloan, NY				Lincoln Park, MI 48146
Background	Information:	Original Hear	ing Date (oral h	earings only):	11/20/2007
		Date Reviewe	d (documents or	nly cases):	
[ ] Ex Parte	Award (Check o	only if one part	y appeared at he	earing)	
	<b>-</b>				
Modification	Information:				
Party Reques	ting Modificatio	on:	[ ] Consumer		[X] Manufacturer
Party Respon	ding to Modific	ation Request:	[X] Consumer		[ ] Manufacturer
			[] No Respon	ise Received by	y Deadline
Date Original	Award Issued 1	oy Arbitrator:		11/26/2007	
Date Request	for Modificatio	n Received by	Arbitrator:		
Date of Arbit	rator's Award o	n a Request for	Modification:	02/11/2008	

**Reasons For and Against Modification:** 

**Party Requesting Modification:** \$500.00 amount which was treated as down payment made by consumer was actually another credit by manufacturer.

Lemon Law Arbitration Program – January 2004

(FAX)

Party Responding to Request for Modification: Consumer agrees that \$500.00 was a credit from manufacturer.

<u>Summary of Grounds for Modification of an Award</u>: Pursuant to Article 75 of the New York State Civil Practice Law and Rules, the following conditions constitute grounds for modification of an Arbitration Award:

- 1. There has been a miscalculation of figures or mistake in the description of any person, thing, or property referred to in the Award; **OR**
- 2. The arbitrator has awarded on a matter not submitted and the Award may be corrected without affecting the merits of the decision; **OR**
- 3. The Award is imperfect in form, not affecting the merits.

Arbitrator's Findings: Check 1 or 2 below; Item 2 must be checked in order to enable a ruling in favor of the Party requesting Modification of the Arbitration Award. If Item 2 is checked, Item 3 must also be checked and completed.

- [] 1. The Request for Modification of the above referenced case shall be **DENIED**. (The Arbitration Award shall stand as originally issued and without revision.)
- [X] 2. The Request for Modification of the above referenced case shall be <u>GRANTED</u>. (The Arbitration Award shall be modified as specified below):

Summary of Modification Decision: Total amount due consumer by manufacturer has been reduced by \$500.00.

[X] 3. A corrected copy of the Arbitrator's Award is attached.

Lemon Law Arbitration Program – January 2004

#### **Conclusion**

This decision on a Request for Modification is binding on both parties. However, a dissatisfied party, pursuant to CPLR Article 75, may seek judicial relief, by filing an application in court within 90 days of receiving this award.

DATED: 02/11/2008

ner y Da Arbitrator's Signature

State of New York ) : SS.:

County of Erie)

I hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

DATED: 02/11/2008

Arbitrator's Signature

FEB 1 3 2008

Date of mailing by Administrator ("Date of Issuance") §300.16(f)

ND-6 10/04

Lemon Law Arbitration Program – January 2004

(FAX)

# ND-1

FILE DATE: October 22, 2007

### AG CASE #: NC-652388

# ARBITRATOR: Allie M. Loesch

# ARBITRATOR'S DECISION FOR A CONSUMER REFUND

Consumer:		Manufacturer: GM-Chevrolet		
Address:		Address:	c/o MSX International 1464 John A. Papalas Drive	
	Sloan, NY		Lincoln Park, MI 48146	

Actual Hearing Date (oral hearings only): November 20, 2007

Date Reviewed (documents only cases):

[ ] Ex Parte Award (check if only one party appeared at hearing)

SUMMARY OF ISSUES IN DISPUTE (check the items in dispute)

[]	1.	Whether the vehicle is primarily used for personal, family or household purposes.
[X]	2.	Whether there were 4 or more repair attempts for the same problem within 18,000 miles or 24 months, whichever is earlier.
[X]	3.	Whether the problem continued to exist at the end of the fourth repair attempt.
[]	4.	Whether the vehicle was out of service due to repairs for 30 or more days within 18,000 miles or 24 months, whichever is earlier.
[X]	5.	Whether the problem substantially impaired the value of the vehicle to the consumer.
[]	6.	Whether the manufacturer failed to commence repairs within 20 days of receiving the consumer's notice of the dealer's refusal to make repairs.
[]	7.	Whether the problem is a result of the consumer's abuse, neglect or unauthorized modification or alteration of the vehicle.
[]	8.	Other:

Lemon Law Arbitration Program – January 2004

(FAX)

# SUMMARY OF EVIDENCE

**Consumer:** purchased her 2006 Chevrolet Malibu (VIN #1G12551F36F from Joe Basil Chevrolet, Inc. in Depew, NY on September 30, 2005. who attended the hearing with and who identified himself as her fiance, made a short opening then presented 4 repair invoices from Joe Basil Chevrolet, Inc. and 1 repair statement. invoice from Gillogly Chevrolet, Inc. in West Seneca, NY for repairs to this vehicle. She stated that the reason for the service at Gillogly was because the car was towed there as the closest dealer. then gave oral testimony relating to the issues involving the vehicle, including the loss of power steering while driving, the fuel gauge going to empty and other gauges not working. She also noted that periodically the car would not start--she would turn the key and nothing would happen. stated that after each time the car was repaired, the problems continued to exist. She also stated that she does not feel safe in the vehicle as she is always waiting for the steering to lock-up again.

Manufacturer: General Motors Corporation was represented by Edwin T. Brondo, Jr., an attorney with The Rose Law Firm, PLLC in Albany, NY. Also present with Mr. Brondo was Dan Oldham, an area vehicle manager for General Motors Corporation. Also present at the hearing was Jay R. Thiel, the service manager at Joe Basil Chevrolet. Mr. Brondo stated that it is General Motors' position that does not fall into the necessary criteria under the Lemon Law with regard to the number of repair attempts for the same problem. Mr. Brondo then called on Mr. Oldham to discuss the various repair orders and what they involved. Mr. Oldham stated that during the first repair the problem was mechanical (Code CO460) and that the motor and controller assembly for the power steering was replaced. He then discussed the other work orders. He stated that the various codes listed on these repair sheets were merely "communication issues" internally in the vehicle. These were worked on each time the vehicle was brought in and that they did not constitute safety issues for the vehicle. Upon further discussion, he also stated that on the first repair order some of the problems as stated by the customer were also related to internal "communication issues. Mr. Thiel gave no testimony. After some discussion between the parties, all parties went out to the vehicle. The vehicle was not taken for a test drive. The mileage on the vehicle at this viewing was 15,699. Mr. Brondo at that time pointed to some damage to the rear passenger-side of the vehicle which consisted of a dent and a scratch. stated that she thought it was caused by someone on a bicycle.

# **ARBITRATOR'S FINDINGS:**

The vehicle is primarily used for personal, family or household purposes. The problem substantially impaired the value of the vehicle to the consumer, and was not a result of the consumer's abuse, neglect or unauthorized modification or alteration of the vehicle.

In addition, I find that: [check one or more, as applicable]

- [X] There were 4 or more repair attempts for the same problem within 18,000 miles or 24 months, whichever is earlier, and the problem continued to exist at the end of the 4th repair attempt.
- [] The vehicle was out of service due to repairs for 30 or more days within 18,000 miles or 24 months, whichever is earlier.
- [] The manufacturer failed to commence repairs within 20 days of receiving the consumer's notice of the dealer's refusal.
- [ ] Other:\_\_\_\_\_

# CONCLUSION

Based on these findings, I find that the consumer qualifies for relief under General Business Law §198-a (The Lemon Law).

The consumer has elected to receive a full refund. The manufacturer is directed to refund a total of \$15,252.27. This refund is calculated as follows:

1.	Purchase price of vehicle	\$15,490.00
2.	Registration, Title, Document and Inspection fees	\$ 85.25
3.	Filing Fee	\$ <u>250.00</u>
4. LESS lawful	Subtotal (1+2+3) deductions	\$15,825.25
5.	for mileage (3,699 miles over 12,000 x line 1, divided by 100,000)	\$ 572.98
6.	excess damage	\$0.00
7.	Total deductions (5+6)	\$ 572.98
8.	TOTAL OWED BY MANUFACTURER (4 - 7)	\$15,252.27

Lemon Law Arbitration Program – January 2004

In addition, applicable state and local taxes are to be refunded directly to the consumer by the NYS Commissioner of Taxation and Finance.

The manufacturer is hereby directed to issue the refund, as indicated herein, within 30 days from the date the consumer notifies the manufacturer of his or her acceptance of the arbitrator's decision.

The application form published by The NYS Department of Taxation and Finance, needed to apply for credit or refund of state and local sales taxes, is herewith enclosed for the consumer.

The failure of the manufacturer to comply with this decision within the 30-day period shall entitle the consumer to recover an additional fee of \$25.00 for each business day of noncompliance, up to \$500.00.

This decision is binding on both parties. However, a dissatisfied party, pursuant to CPLR Article 75, may seek either (1) a modification, where appropriate (for example, an arithmetic or technical mistake), by writing to the NYS Dispute Resolution Association within 20 days of receiving this award; or (2) judicial relief, by filing an application in court within 90 days of receiving this award.

DATED: 11/26/2007

Arbitrator's Signature

State of New York)

County of Erie)

I hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

DATED: 11/26/2007

rbitrator's Signature

## CEC 0 5 2007

Date of mailing by Administrator ("Date of Issuance") §300.16(f)

: SS.:

ND-1 11/07

Lemon Law Arbitration Program – January 2004

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•
THIS CONTRACT PROLUDES THE ATTACHED RIDER LABELED GMAC SMARTBUY RIDER
GMAC FLEXIBLE FINANCE PLAN
Dealer Number 105046 Contract Number
Buyer (and Co-Buyer) – Name and address (include county and zip code) JOE BASIL CHEVROLET, INC. SLOAN NY ERIE Creditor (Seller name and address) JOE BASIL CHEVROLET, INC. 5111 TRANSIT ROAD DEPEN, NY 14043
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 c 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 payment schedule shown below. We will figure the Finance Charge on a dally basis.
New or Used Year Make and Model Vehicle Identification No. Primary Use for Which Purchased
NEW 2006 CHEVROLET MALIBU 1GIZS51F36F
Your trade-in is a: Year 1995 Make CHEVROLET Model CAVALIER 1G1 JC1243S7:
FEDERAL TRUTH-IN-LENDING DISCLOSURES       finance.       You may buy the physical dama insurance. You may buy the physical dama insurance this contract requires (see back) for anyone you choose who is acceptable to us. You will have paid after you have made all payments as scheduled. You       financed       finance       finance
Number       Amount       When Payments       Or as         of Payments       of Payments       Are Due       Follows         25       \$ 260.95       Monthly beginning       O/30/05         26       \$ 260.95       Monthly beginning       O/30/05         26       \$ 260.95       Monthly beginning       O/30/05         26       \$ 260.95       \$ 260.95       Co-Buyer       Bo         2074       40       \$ 00/30/05       Image: Credit Life:       Buyer       Co-Buyer       Bo         2074       \$ 00/20/06       Image: Credit Life:
ITEMIZATION OF AMOUNT FINANCED         1 Cash price (including any accessories, services, and taxes)       \$19617.69.(1)         2 Total downpayment = (If negative enter "0" and see line 4H below)       Gross trade-in \$50.00 -payoff by seller \$ N/A         = net trade-in \$50.00 + cash \$5000.00       \$2550.00         + other (describeREBATE       \$ -2000.00         3 Unpaid balance of cash price (1 minus 2)       \$17067.69         4 Other charges including amounts paid to others on your behalf (Seller may keep part of triese 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 \$ N/A C Official fees paid to government agencies \$ N/A D Government taxes not included in cash price \$ N/A E Government license and/or registration fees \$ 22.75 F Government certificate of title fees \$ 5.00 G Other charbes (Seller must identify who is paid and
describe purpose.) (Home Office Address) (Address) (address) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c
to for \$ N/A N/A Buyer Signature Date X Co-Buyer Signature Date

-22.9

of Payments of Payments Are Due Follows	Optional Credit Insurance.
Sarriens of Payments Monthly beginning 20/30/05	
Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a lat	□ Credit Disability (Buyer Only)     Premium:
charge of 5% of the part of the payment that is late, with a minimum charge of \$1.	Gredit Life \$
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.	Credit Disability \$
Security Interest. You are giving a security interest in the vehicle being purchased.	•
Additional Information: See this contract for more information including information abo nonpayment, default, any required repayment in full before the scheduled date, and security interest	ut (Insurance Company)
nonpayment, defauit, any required repayment in full before the scheduled date, and security interest	(Home Office Address )
ITEMIZATION OF AMOUNT FINANCED	Credit life insurance and credit disability insurance
1 Cash price (including any accessories, services, and taxes) \$19617.69 (	1) I are not required to obtain credit. Your decision to 1
2 Total downpayment = (If negative enter "0" and see line 4H below)	buy or not buy cradit life insurance and credit disability insurance will not be a factor in the credit
Gross trade-in \$ 50,00 -payoff by seller \$ \$ 1/5	Leastevel presses. They will not be provided unless
= net trade-in \$ 50.00 + cash \$ 500.00	I you sign and agree to pay the extra cost. Uregit life
	<ol> <li>insurance pays only the amount you would owe if you paid all your payments on time. Credit disability</li> </ol>
3 Unpaid balance of cash price (1 minus 2) \$17067.69 (	2 I insurance does not cover any increase in your
4 Other charges including amounts paid to others on your behalf (Seller may	I payment or in the number of payments. Coverage
keen part of these amounts.):	for credit life insurance and credit disability insurance ends on the original due date for the last
A Cost of optional credit insurance paid to the insurance	payment unless a different term for the insurance is
company or companies Life \$ N/A	shown below.
Disability \$ N/A \$ N/A	Other insurance.
B Other insurance paid to the insurance company \$\$	N/A
C Official fees paid to government agéncies \$	Type of Insurance Term
D Government taxes not included in cash price\$	Premium \$
E Government license and/or registration tees	
\$ <u>22.75</u>	(Insurance Company)
F Government certificate of title fees \$ 5.00	
G Other charges (Seller must identity who is paid and	(Home Office Address)
describe purpose.)	I want the insurance checked above.
A STATE ASTE TIRE F \$ 12.50	
to start for the start start	Buyer Signature Date
	Y
	Co-Buyer Signature Date
to\$	ANY INSURANCE REFERRED TO IN THIS
to for \$	CONTRACT DOES NOT INCLUDE COVERAGE
	4) FOR BODILY INJURY AND PROPERTY
Total other charges and amounts paid to others on your behalf	DAMAGE CAUSED TO OTHERS.
5 Amount financed (3 + 4)	
HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement betw	een you and us relating to this contract. Any change to the
contract must be in writing and we must such to the characteristic and binding.	
Buyer Signs X	the material without losing their
Buyer Signs &	cing any of our rights under this contract without loaning troine
For example, we may extend the time for making some payments without extending the time to making some payments	
See back for other important agreements.	
NOTICE TO BUYER: 1. Do not sign this agreement before you read it o entitled to a completely filled in copy of this agreement. 3. Under the law,	or if it contains any blank space. 2. You are you have a right to pay off in advance the full
entitled to a completely filled in copy of this agreement. 3. Order the law, amount due, if you do so, you may, depending on the nature of the credit s	edit service charge, entited (a) prepay without
amount due, if you do so, you may, depending on the nature of the credit s penalty, or (b) under certain circumstances obtain a rebate of the credit s	lervice charge, 4. According to fair you have
the privilege of purchasing the insurance on the motor vehicle provided i	OF IN INS CONTROL TOTAL TOTAL TO SOLUTION
your own selection.	
The Annual Percentage Rate may be negotiable with the Seller. The Selle	r may assign this contract and retain its right

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.

RETAIL	INSTALMENT CONTR	ACT
--------	------------------	-----

Date Co-Buyer Signs X 

 Co-Buyers and Other Owners/- Aco-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

 Date , Title 

Ro Y

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<u>.</u> .						
GMAC	1		SmartBuy" Rider	. * •		
FINANCIAL BENVICES		GMA	C Flexible Finance Plan	า		•
			Dealer Number		Contract Number	196046
New or Used	Year		Description of Property			on Number
設定は	2006	CHEV MALI	-4DSD		1612551F36F	
L						age on Odometer
	. *	BUYE	ER'S LAST PAYMENT OPTIC	NS	8	
	Plan Rider ("Rid 30	2005	ntract relating to the credit sale JOE BASIL CHEV			above ("Contract")
dated		(Yr.)	between		<u> </u>	······
(Creditor)			(Buyer) and			· · · · · · · · · · · · · · · · · · ·
	•	Contract" include this Rid				
and any assignee of	of the Creditor.		words used in this Rider and the Co-Buyer, if any. The words "we			
· · · · · ·		10074.40	YABLE IN INSTALMEN			2005
AN INSTALMEN	T OF \$	100/ 1. 10		(Mo.)	(Dav)	
a. sell the vehicle b. pay the Credit	e to the Creditor or any excess o	and have the Sale Price f the payment due at the	aragraph below entitled "Your Op e applied to the payment due at th e end of the Contract term over th	e end of the e Sale Price.	Contract term; and,	··**:
The Sale Price will any Excess Wear a in the original paym sell only if each of th	be the amount nd Tear Deduc ent schedule, T te following con	of the last <u>scheduled</u> pa tion; and, (C) less any E his payment may be dif ditions is met:	cle to the Creditor on the due da ayment as shown in the Payment excess Mileage Deduction. (Note: ferent from the payment due at t the Contract, including your agre	t Sche The I he en	ep the vehicle free	e Sale Price. fee; (B) less yment shown the option to from all liens and
encumbrances of	ther than the Cr	editor's lien;	Contract except for the amount of			
			f the last scheduled payment (or			
	ditor on the due	date of the last schedul	ed payment any excess of the p	ayment due a	at the end of the Con	tract term over the
-		as described in the O	wner's Manual and in the Main	tenance Sch	edule folder and as	the manufacturer
			or written permission of the Credi			
If you exercise this o	option, you will s	ign and deliver all docu	ments that may be needed to tran	sfer title to th	e vehicle to the Crec	litor.
estimates it would c repairs. These costs tinted; (b) damaged been replaced with e (including spare; sno or stalped dash flo	ost to make all s include, but a body, fenders, equipment of eq ow tires are not or covers, seat o operate in a n	repairs to the vehicle th re not limited to, the an metal work, lights, trim ual quality and design; ( acceptable); (f) any the s, headliners, upholstei oisy, rough, improper, u	and Tear Deduction used to figure at are not the result of normal we nount it would cost to repair or root or paint; (c) missing equipment (d) missing wheel covers, jack or with less than 1/8 inch of tread root, interior work or trunkliners; (l) unsafe, or unlawful manner; (l) an	ear and tear, eplace: (a) gl that was in th wheel wrenc emaining at th h) any mecha	whether or not the C lass that is damaged ie vehicle when deli h; (e) missing or uns ne shallowest point; anical damage or o	Creditor makes the d ôrè-that you have vered and has not ale wheels or tires (g) torn, damaged, ther condition that
Independent Appr appraisal of the ve obtain a profession	ningt til von die	be will be the	Wear and Tear De independent third p lesser of: (1) the am		Credito	nse a professional r, if you choose to wn in the payment

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# **CONFIRMATION OF ACCIDENTAL PHYSICAL DAMAGE INSURANCE**

To provide protection against serious financial loss should an accident or damage occur. I understand that my instalment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft and collision. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contain a loss payable endorsement in favor of the holder of my contract located at: 

•

	P.O. Box 5378 Timonium, MD	21094-5378		BR # _	545
			•		
NAMED INSURED:		M	LAST	GM	AC ACCOUNT NUMBER
ADDRESS	SLOAN NY	STATE	ZIP CODE		
TEL. NO. ( )				• • • • • • • • • • • • • • • • • • •	
NAMED PURCHASER:	FIRST	adan di di Karanga Karangan karangan karangan karangan karangan karangan karangan karangan karangan karangan ka			Landerski og seger af som som som som som som som som som som
ADDRESS	SLOAN NY	STATE OF	ZIF CODE		
TEL, NO. ( )					
VEHICLE INSURED:				8 84 24 1 77 84. 9 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	

YEAR MAKE	BOOY	MODEL	1 1 1 1
2006 CHEVROLET	4DSD	MALIBU	1.

VEHICLE USE: Private Passenger, Commercial Auto and Trailer

NSURANCE AGENT	PLEASE PRINT CLEARLY FULL ADDRESS TO APPEAR IN WINDO	AND EXACT	NSURANCE CA	RRIER
NAME	M&W AGENCY		NAME	AUTOONE TNS
MAILING ADDRESS	3770 HARLEM RD		POLICY	
CITY	STATE BUFFALD NY 14715	ZIP CODE	DATE TH	IS VERED FROM: 09/30/2005
AGENT'S TELEP		3000		COVERAGE
GENTS COMMEN	T	annar ne kanag statististististististististististististist	Collision \$	Deductibie
			Цимпт	D FORM OR STANDARD ED NOT ACCEPTABLE
· · · · · · · · · · · · · · · · · · ·			Li Comprendinaive : Fire-Theft	Deductible
		<u> </u>	09/30/	
EALER CONFIRM	ATION:			
() AGENCY (	) INSURANCE CARRIER	NAMEC	OF PERSON CONTAC	CTED LOSS PAYEE LOSS PAYEE CONFIRMED ( )Yes ( )N
Confirmed By	· · · · · · · · · · · · · · · · · · ·	DATE		
• • • •				and in each case its successors and assigns.

#### SIGNS 0

JOE BASIL CHEVROLET, INC. DEALER

VEHICLE ID

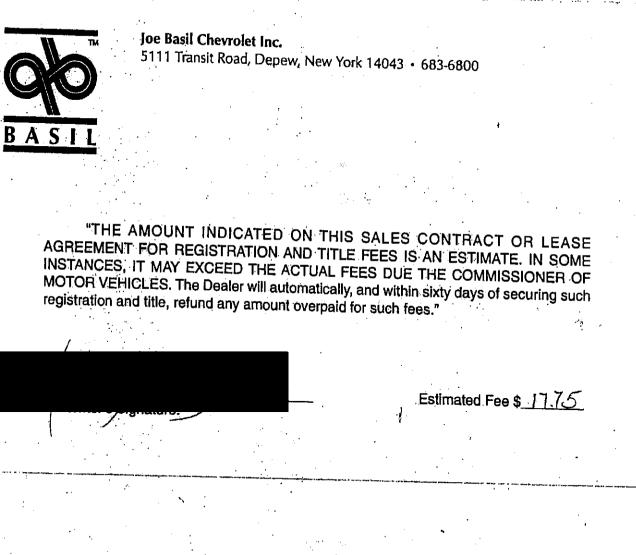
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1G1Z551F.

VITEICATION NUMBER

GMAC 268G 8/2004 (1)

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02/18/2008 17:45 (FAX) Overallowance/Negative Equity/Incentives Form (Non-Florida)

Customer:	SR #: 71-571032656	BBB#: NY# NC-652388

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 Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

Section 1	
Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 17990.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= -500.00
(If positive, look for Overallowance)	
If the Purchase Price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater than the MSRP but there was no trade-in, have the Dealer explain whether the price is greater the price is grea	1 <b>y</b>
the customer paid more than MSRP	•

Section 2		
Trade Allowance		50.00
(from Bill of Sale)		
Actual Cash Value (ACV)		- 50.00
(from ACV Statement)		
Subtract the ACV from the Trade A	Allowance	= 0.00
If positive, the Trade Allowance is higher	than the ACV of the trade-in. This is Overallowance.	

Section 3		
Trade Allowance		50.00
(from Bill of Sale)		
Payoff on Trade		- 0.00
(from Bill of Sale)		
Subtract the Payoff on Trade	from the Trade Allowance	= 50.00
If negative, the Payoff on the Trade	is higher that the Trade Allowance. This is Negative Equity.	

Section 4	
Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 2000.00
(from BARS and Incentive Acknowledgement sheet)	
Do not include fuel-fill credit or Dealer incentives. GM Card points must be included.	
Overallowance/Negative Equity	- 0.00
(use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger)	
Subtract the Incentives and the Overallowance/Negative Equity from the Purchase	= 15490.00
Price. This is the Actual price of the vehicle that should be presented to the BBB on	
the Agreement to Arbitrate (ATA).	
If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found verify	

If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Lead before submitting information to BBB.

(FAX)

P.030/047

71-571032656

501 NEW KARNER RD. / ALBANY, NY 12205 518-569-9200 / FAX: 518-869-3334 THE ROSE

October 30, 2007

#### VIA EMAIL

Mr. Steve Barrett Business Process Manager – IBM IBM Global Services IBM Business Consulting Services 180 Kell Drive Chatham ON CA N7M 5Y6

Re:

VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

Enclosed is the file received by this office from the New York State Dispute Resolution Association on behalf of General Motors Corporation with reference to the above-captioned matter. Please forward to me General Motors Corporation's CAC file and warranty history inquiry for vehicle.

LAW FIRM,

PLLC

Please direct all correspondence, telephone calls and inquiries with regard to this arbitration proceeding to Joshua Tonra, Esq., who is the attorney handling this file for this office.

Thank you for your cooperation in this matter.

Very truly yours,

Keith B. Rose V

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-ltr.doc

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·	MOH- inop.	
	N22 - Reads hig	1/100
************************	N31- Inop	<u>M-1000</u>
	JES - NO Start +	

KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL

VERONICA HIGGS COPE ATTORNEY AT LAW GA, SC

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WV

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA

(FAX)

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•		Û	4655
	Office Use Only:	Case No. <u>NC-65238</u> Referred To NYSDRA	18 17
	·		-
NEW YORK STATE ATTORNE ELIOT SPITZER, ATTORNEY (	Y GENERAL'S OFF GENERAL	ICE	
NEW YORK NEW REG	/ CAR LEMON LA NUEST FOR ARB	W ARBITRATION PROGRAM	I
CONSUMER INFORMATION		· ·	
t. Name			
- di sa		function of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	
Address:			
City: <u>Stoan</u> State:NV Zip:	· · ·	_	
		· · ·	
Phone: Home Work:	<b></b>		
VEHICLE INFORMATION (Attach	Copy of <u>Your</u> Bill c	of Sale or Lease)	
2. Manufacturer: GM			
• .	rysler, Toyota, Winne		
3. Year: 2006 Make: ( 	berrolet M	lodel:	
	evrolet, Dodge)	(ex. Cavailer, Caravan)	
4. Vehicle (VIN):	C Identification	Numbe	ər
5. Date of delivery? <u>9-30-0</u> 13587	5 Mileage at deliv	ery:Current Mileage	
<ol> <li>Did you purchase or lease yo</li> <li>I purchased my vehicle.</li> </ol>	ur vehicle in New Yo	rk?Yes[X No[] based my vehicle.	-
	2		
•			

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с й #		
•	•	
	7.	Is your vehicle registered in New York? YesX No[ ]
	8.	Is your vehicle primarily used for personal, family or household purposes?
	9.	Do you still own or lease your vehicle? Yesk No[]
	DEA	LER INFORMATION
	10.	Name: Jue Basil Chevrolet, Inc.
	-	Address: 5111 Transit Boad
an an an an an an an an an an an an an a	Zip:_	City: UUBH DOUD State: NY
	. –	
	11.	Name: CALVA CLavidate Etwander Office
	-	<u>CATHCHexipterinance Plan</u>
		Address:
	Zip:	City: State:
	LEAS	ING COMPANY (if leased):
	12.	Name: GMAC Flexible Finance Plan (Joe Basil Chevrolet)
	<b>-</b> .	Address: 5111 Transit Rd
		City: Depeu) State: NY Zip: 14043
		3
		لـــــــــــــــــــــــــــــــــــــ

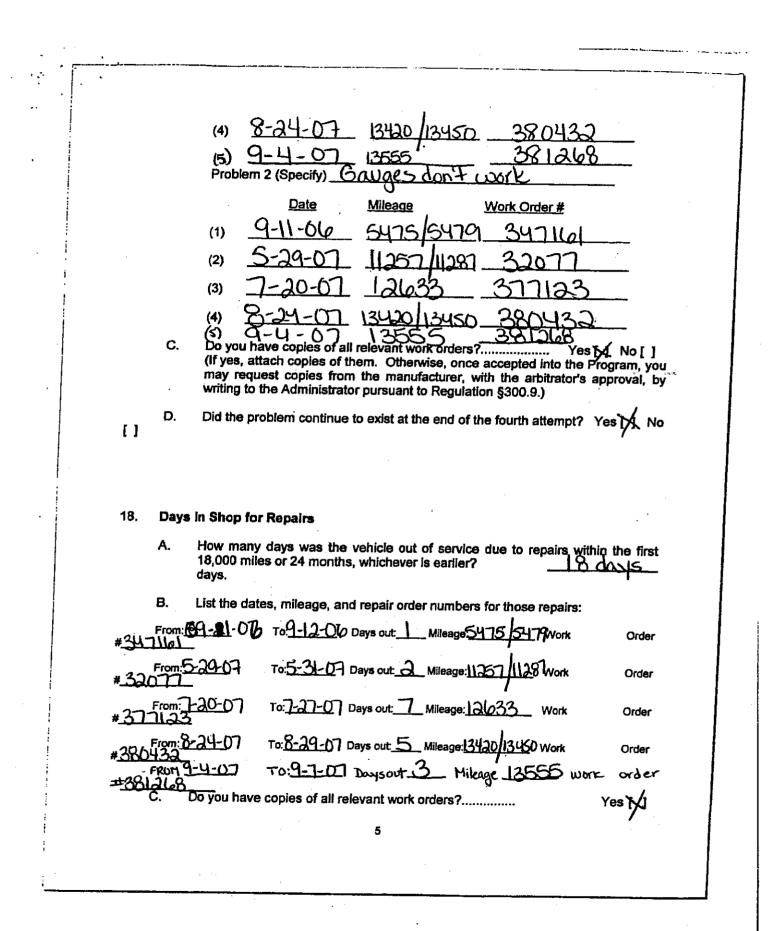
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P.033/047

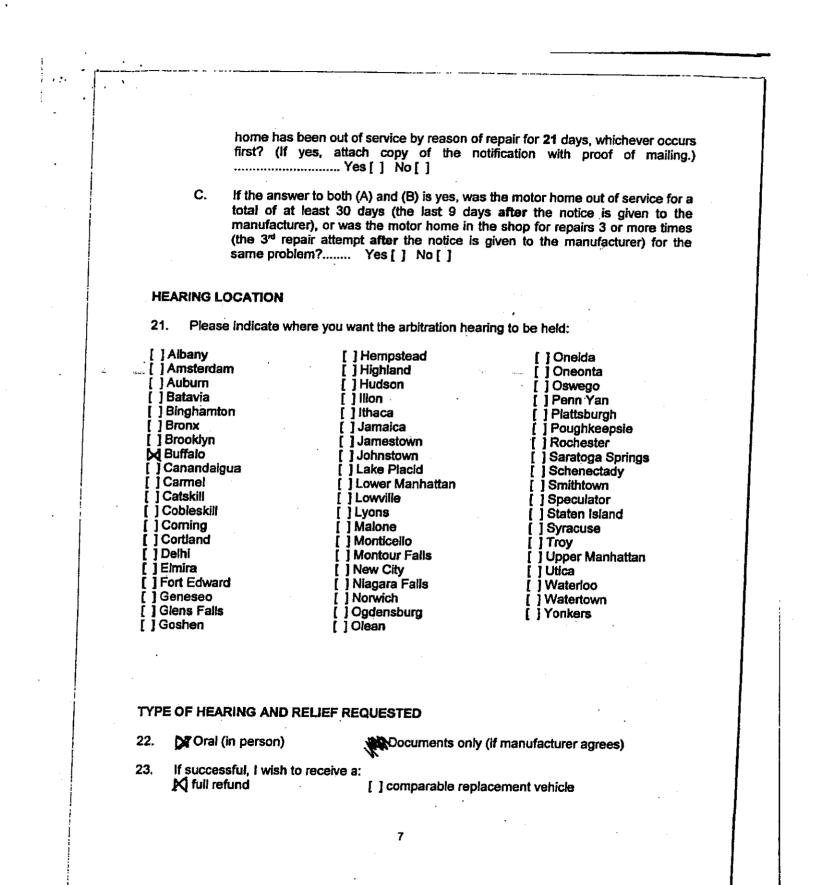
	Lease Acct #:
VE	ICLE'S PROBLEM(S)
13.	Briefly describe the problem(s) for which you seek a refund or a replacement vehicle:
	fowersteering locks up, reads across radio 7 power steering
	Fuel gauge grests empty, Speed adometer doesn't work, reads error across mileage, won't start
14.	Does the problem(s) for which you seek relief substantially impair the value of the vehicle to you?
15. 54	On what date and at what mileage did you first report this problem(s) to the dealer or the manufacturer?
16.	Does the problem(s) involve a dealer installed option?
BASIS	FOR RELIEF SOUGHT: You must complete at least one of the following three questions (17, 18 or 19). If you have a Motor Home, you must also answer # 20.
BASIS	FOR RELIEF SOUGHT: You must complete at least one of the following three questions (17, 18 or 19). If you have a Motor Home, you must also answer # 20.
17.	Unsuccessful Repair Attempts
17.	<ul> <li>Unsuccessful Repair Attempts</li> <li>A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?</li> </ul>
17.	Unsuccessful Repair Attempts A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier? B. Give the date, mileage and work order number for each of the massis attempts
17.	<ul> <li>Unsuccessful Repair Attempts</li> <li>A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?</li> </ul>
17.	<ul> <li>Unsuccessful Repair Attempts</li> <li>A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?</li> <li>B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the <u>same</u> problem.</li> <li>Problem 1 (Specify)</li> <li>Date Mileage Work Order #</li> </ul>
17.	<ul> <li>Unsuccessful Repair Attempts</li> <li>A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?</li> <li>B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the <u>same</u> problem.</li> <li>Problem 1 (Specify)</li> </ul>
17.	<ul> <li>Unsuccessful Repair Attempts</li> <li>A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?</li> <li>B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the <u>same</u> problem.</li> <li>Problem 1 (Specify)</li> <li>Date <u>Mileage</u> <u>Work Order #</u></li> </ul>
17.	<ul> <li>Unsuccessful Repair Attempts</li> <li>A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?</li></ul>
17.	Unsuccessful Repair Attempts A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier? <u>5</u> B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the <u>same</u> problem. Problem 1 (Specify) <u>Power Steering locks upp</u> <u>Date</u> <u>Mileage</u> <u>Work Order #</u> (1) 9-11-010 5475/5479 3471101 (2) 5-29-07 11257/11287 32077 (3) 1-20-07 12633 377123
17. M 0H-	Unsuccessful Repair Attempts A. How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier? <u>5</u> B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the <u>same</u> problem. Problem 1 (Specify) <u>Power Steering locks upp</u> <u>Date</u> <u>Mileage</u> <u>Work Order #</u> (1) 9-11-010 5475/5479 3471101 (2) 5-29-07 11257/11287 32077 (3) 1-20-07 12633 377123



No [ ]				
	may reques	C CODICS ILOUIT LINE IT	otherwise, once accept nanufacturer, with the nant to Regulation §300	ed into the Program, you arbitrator's approval, by ).9.)
19. Re <u>an</u>	efusal to Repair	(Note: This questi Irer refuse to comm	on should only be c nence repairs.)	ompleted if the dealer
A. No[]	Did you first r seeking this a	notify the <b>dealer</b> of the arbitration?	he problem for which y	ou are Yes [ ]
B.	if	yes,	what	problem(s)?
C.	What was the	date of notification t	o the dealer?	·
D.	Did the dealer	r refuse to inspect t		whatever repairs were he problem? Yes
Ε.	If yes, did yo requested, of s Yes [ ] No [ ]	auchi (Chusair (Anac	ufacturer by certified h copy of notification t	mail, return receipt with proof of mailing.)
E. F. ]	Yes [] No [] Did the manufa	icturer fail to make re	ufacturer by certified h copy of notification y epairs within 20 days of fusal to repair?	with proof of mailing.)
	Yes [] No [] Did the manufa	icturer fail to make re	n copy of notification t	with proof of mailing.) Freceiving
	Yes [] No [] Did the manufa	icturer fail to make re	n copy of notification t	with proof of mailing.) Freceiving
	Yes [ ] No [ ] Did the manufa your written not	icturer fail to make re	n copy of notification t	with proof of mailing.) Freceiving
F. ]	Yes [ ] No [ ] Did the manufa your written not	icturer fail to make re	n copy of notification epairs within 20 days of fusal to repair?	with proof of mailing.) Freceiving
F. ] 20. If You A.	Yes [ ] No [ ] Did the manufa your written not	Dives a Motor Home	n copy of notification epairs within 20 days of fusal to repair?	with proof of mailing.) Freceiving Yes [] No [
F. ] 20. If You A. B.	Pes [ ] No [ ] Did the manufa your written not Did the dealer o lemon law notifica No [ ] If the answer to ( the dealer or the	Dives a Motor Home r manufacturer prov ation requirements?	n copy of notification epairs within 20 days of fusal to repair?	with proof of mailing.) f receiving . Yes [] No [ copy of the special Yes [] ation, did you notify

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PREVIOUS ARBITRATION
24. A. Did you participate in any previous arbitration for the same problem(s) for which you now seek arbitration? Yes [] No [X]
B. if yes, what was the name of the Program?
C. Did you accept the decision of the arbitrator? Yes [] No []
D. Did the manufacturer comply with the decision?
E. Date of Decision: (attach copy of decision)
 SIGNATURE: 9-10-07 CNS 006 (5/05)
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JOE BASIL CHEVROLET PAGE 07/29

	FINAL WORK	SHEET		
Buffalo News Radio TV Inter			Live in Area	Exact Delivery Date
miler				Mus
DATE 9-2-9-05		STOCK #	¥	276
SALESPERSON Trong T.		YEAR		76
PURCHASER(s)		MAKE		in
		MODEL		alite
ADDRESS		BODY S		<u>Ls</u>
CITY <u>Sluan</u> STATE (		MILEAG		
E-MAIL ADDRESS				
CELL PHONE #		ME PHONE #	<u></u>	
*BUYER			_	
	SS#			DEINFORMATION
LAST VEHICLE PURCHASED FROM:			<u>YEAR</u> MILES	9-2
► HOW WAS THE SERVICE DEPT.:	EXCELLENT - AN	ERAGE - POOP	R MAKE	1261c
WHY DID YOU BUY: LOCATION - T	RADE - FRICE-O	THER	MODEL	Cariber
WHERE DO YOU HAVE MOST OF YO	DUR SERVICE NEE	DS DONE:	PAYOFF \$	
			BANK	
Dealer <u>(</u> Local Garage _	Othe	•	ACCT#	mai
EQUIPMENT	4	KET VALUE _	<u> </u>	090
por	\$ VAL	IE PAC SAVIN	VGS <	>>
'PL-	ADJU	STED MSRP_		
ALC	tones l	ish		1000
cruige control	Basil C	orpon	*******	500
CD Player		· · · · · ·	/	6490-
Byr 36k				
Chey Roals.de Ass. te		€ 100 g	tas when	<u>il</u>
0	200			·····
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	Down	-		
	500	31_	+ 600	V 200 -
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	astoff	- 0/1		) a -
	(m)	South	Har	280 5250
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l Authorize an Investigation of My Credit History, Employ All Sales Figures Subject to Applic	ment History, and the Rele	ase of that Information	RECTIPT #	0 4 12373
	able Taxes. State and Loc	/		
PURCHASER'S SIGNATURE: (X		,	AMOUNT \$	}
	/		CHECK	
BASIL Just	What You're l	ooking Fo		CARD

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11/07/2007 13:48 71668			SIL CHEVROL	•	PAGE 08/29
a na shina a taraka a ƙasar an ƙwallon ƙasar ƙwallon ƙasar ƙwallon ƙasar ƙ	•	an an an the second second second second second second second second second second second second second second			
<b>*</b>		FINAL WORKSHE	ET		
- Buffalo News Radio 7	V Internet	Past Customer	Referral	Live in Area	Exact Delivery Date
- miler					- Charles
DATE 9-29-0	<u> </u>		STOCK #		76
SALESPERSON_			YEAR	·	6
			MAKE		np
PURCHASE		,	MODEL		1130
		<u> </u>	BODY ST		- 5
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JOE BASIL CHEVROLET PAGE 12/29 376 <u>Q5.59</u> <u>67 7 1</u> **OF ORIGIN FOR A VEHICLE** IFICATE 1710 RBLPD019 INVOICE NO. DATE 08/31/05 MAKE VEHICLE IDENTIFICATION NO. YEAR 2006 CHEVROLET 1G1ZS51F36F SHIPPING WEIGHT BODY TYPE MALIBU SEDAN LS 3039 SERIES OR MODEL NO. CYLS. H.P. (9.A.E.) G.V.W.R. 04 1ZS69 4092 18.4 I, the undersigned authorized representative of the company, firm or corporation named below, hereby cer-tify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice Number indicated to the following distributor or dealer. NAME OF DISTRIBUTOR, DEALER, ETC. 13006 JJGRX1 JOE BASIL CHEVROLET, INC. 5111 TRANSIT RD DEPEW NΥ 14043-4466 it is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce. CHEVROLET MOTOR DIVISION \*\*\*\*\* MOTORS CORPORATION THIS VEHICLE\* ¥ GENERAL HAS A 50-STATE ¥ EMISSION ¥ 玊 BY: SYSTEM ¥ (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT) <del>\*\*\*</del>\*\*\*\*\*\* DETROIT ΜI 48243-1114 CITY STATE

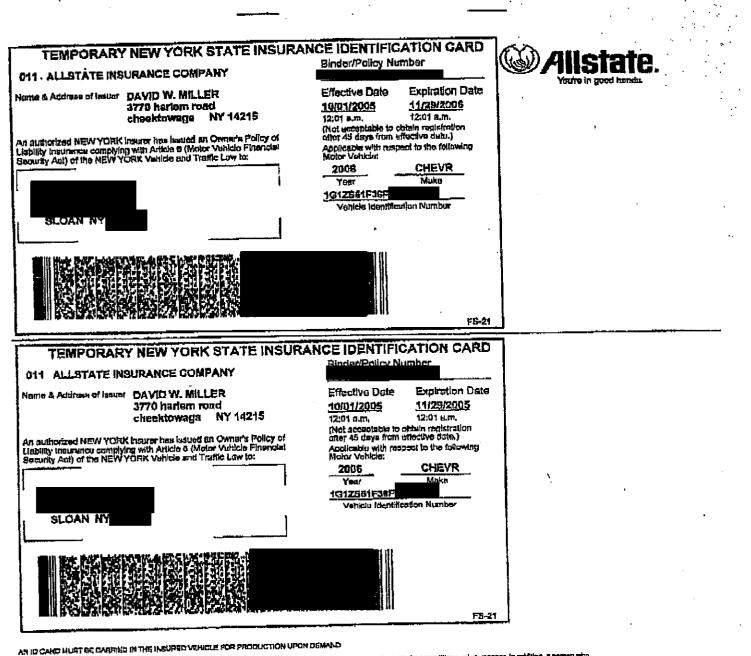
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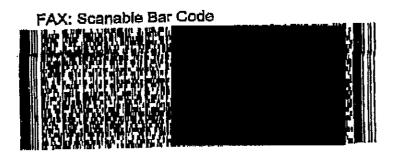
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The name of the registrant and the number of the insured must coincide.

Replacement vehicle notation. Only will only proceed a vehicle change (rejectionation) using the neplaced vehicle's current registration.



#### FAX INSTRUCTIONS:

- 1. The entire page must be faxed.
- 2. If submitted to DMV, either the entire gage or the second card and large bar code will be retained
- A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.

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#### New York State Department of Motor Vehicles



# GENERAL CONSENT FOR RELEASE OF PERSONAL INFORMATION

#### Backgibund

The federal DHver's Privacy Protection Act (DPPA) designates certain information in motor vehicle records as *Personal information*. Personal information includes a motorist's photograph, social security number, date of birth, driver license number, non-driver ID number, name, address (except for 5-digit zip code), telephone number, and medical or disability information. Public information includes reportable accidents, driving convictions, driver status and vehicle information. Most motor vehicle records contain personal and public information. Please note, if we are authorized to release personal information, we will not release social security number, phone number, photograph, medical or disability information.

The DPPA also limits the reasons (*permissible uses*) for which the Department of Motor Vehicles may release records containing personal information. Copies of the DPPA, and the permissible uses available in New York State, are printed on forms MV-15DPPA and MV-15PU.

Some requesters may request a copy of a record only if they have permission from the person named in the record. This form provides evidence (signed authorization) of that permission.

#### Instructions for Motorists

The motorist is the person named in a motor vehicle record. The record requester is the person requesting information about the motorist. To complete this form, print your name in the blank marked *Motorist*. Print the record requester's name in the blank marked *Record Requester*. Then visit a notary public. In the presence of the notary, sign on the line marked *Motorist's Signature*, then give this form to the notary to notarize.

After it is notarized, give this form to the record requester.

#### Instructions for Record Requesters

You may request someone else's motor vehicle record containing personal information only if you have a permissible use as defined in the DPPA. You may face criminal penalties and civil liabilities if you request a record for which you do not have a permissible use. Having the motorist's permission is a permissible use. This form, properly completed and notarized, is evidence of the motorist's permission.

Keep a copy of this form for five years after you receive the record you requested.

l,	, authorize the New York State Department of Motor Vehicles
to disclose or otherwise make available to	MACpersonal information about
me obtained by the Department in connection with	a motor vehicle record.
STATE OF NY	
COUNTY OF PRIE.	
On this <u>30TH</u> day of <u>SEIPT</u>	before me personally appeared
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to be the person described in and who executed the	: foregoing consentand who acknowledged to me that he/she executed
the same for the purpose therein stated.	Notary Filence
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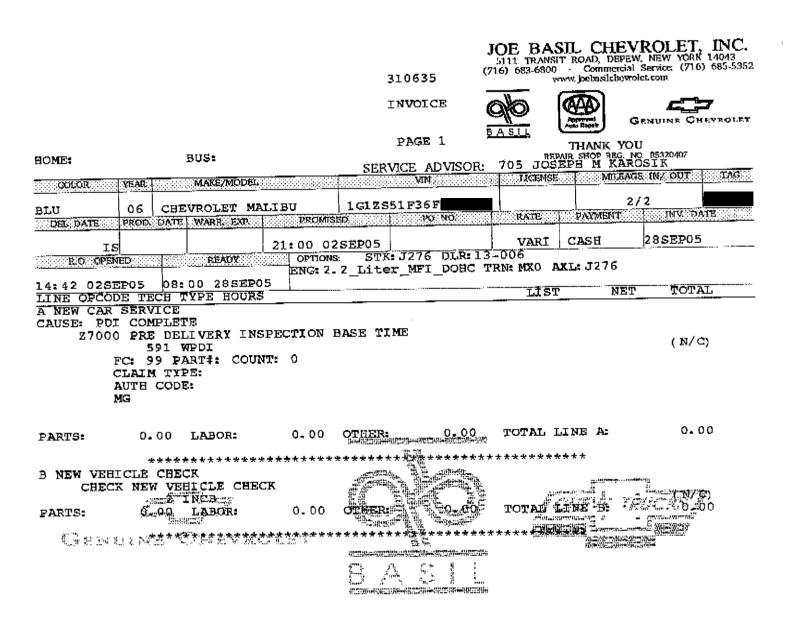
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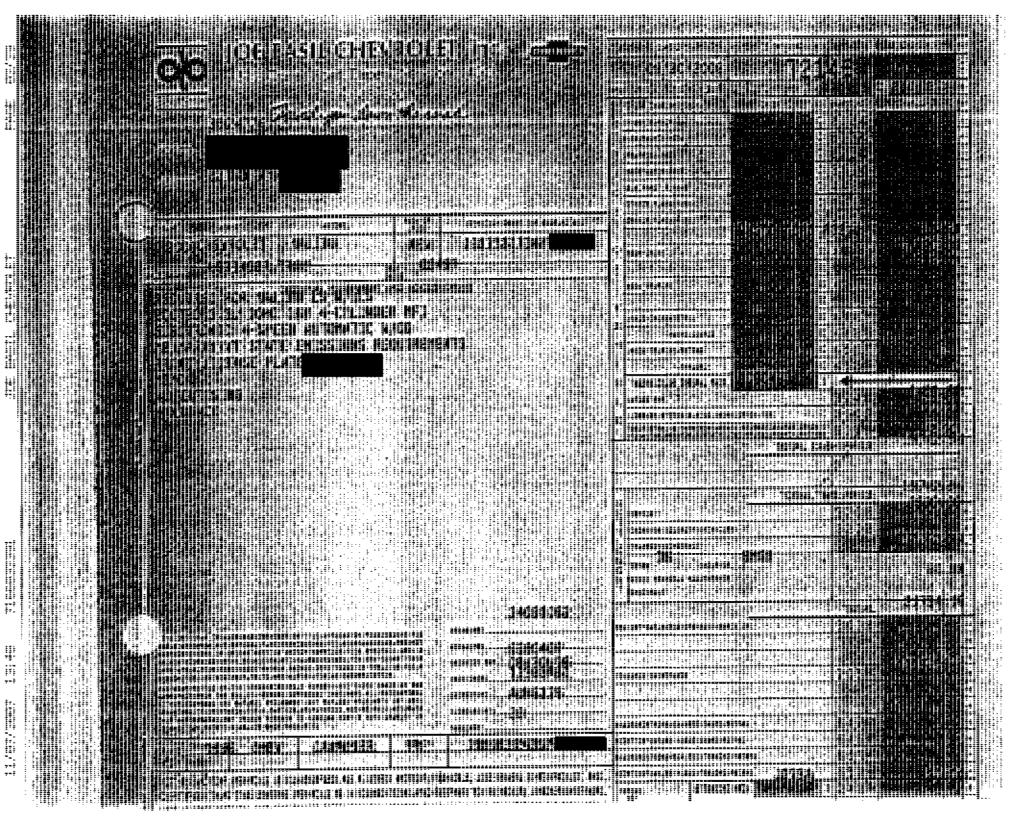
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# Just whet you're looking for

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JOE BASIL CHEVROLET

PAGE 03/29

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I have read the terms on the back of this agreement and have received a I certify that the lien on my vehicle is correct. I further agree to pay you a													
THIS FINAL AGREEMENT IS BASED ON: # _ / /								4				9/30/200 9/30/200	• •
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JOE BASIL CHEVROLET

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JOE BASIL CHEVROLET

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JOE BASIL CHEVROLET

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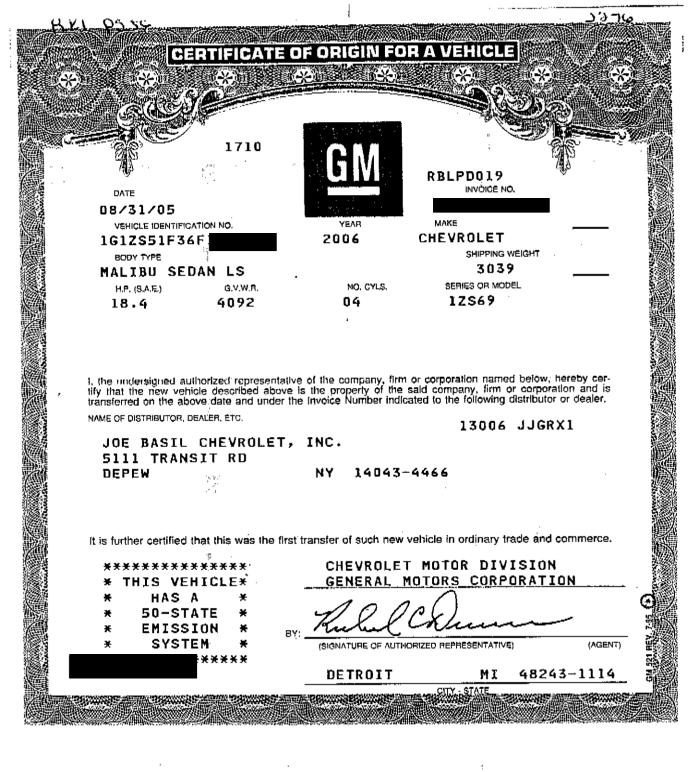
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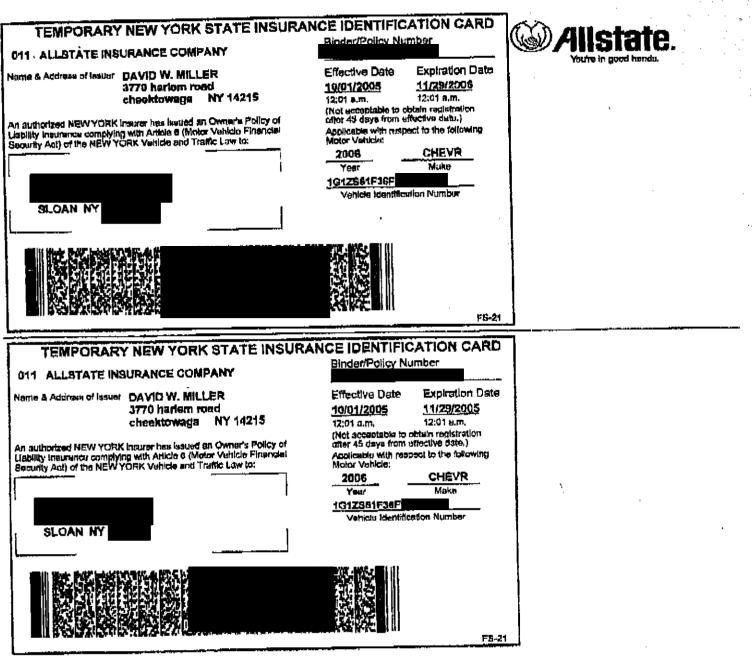
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JOE BASIL CHEVROLET

PAGE 12/29



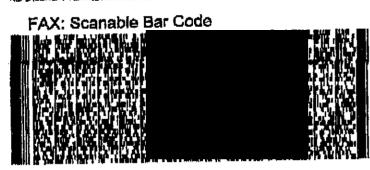


AN ID CAKE MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

VARIABLE: Any person who heuse or produces, will be an incoving that an Owner's Policy of Instance is not in effect may be compatible; a minimum approximation, a person who proverbate ID card if features a not in effect that be compatible; a minimum here.

The name of the registrant and the number of the insured must complian

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS & VEHICLE CHANGE (RE-REGISTRATION) USING "HE REPLACED VEHICLE'S CURPENT REGISTRATION.

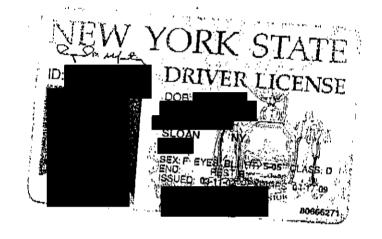


#### FAX INSTRUCTIONS:

- 1. The entire page must be fazed.
- 2. If submitted to DMV, either the entire page or the second card and large bar code will be retained
- 3. A fexed ID card must be replaced with a scanable ID card within 14 days of the effective date.

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 DMV will not necespt a faxed ID card without a yoanabie barcode



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	New York State Department	of Motor Vehicles	Batch File No.
/-82	VEHICLE REGISTRATION/	TITLE APPLICATION	C Orig Activity Renewal Lease Buyout
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ACILI Bellow		3 of Name	ins, Co. Exp. Date
Old Plate Scofflav Numbe		New Plate	Ciass
Numbe	r(s)	EX FL GI IF MO	NE NF NR NU OD OP OV PA
Spec	ADS PC PK RC RE SA 30 0		
Sales	a Tax Siglus Value Jurisd		Is there a lienholder? D Yes D No If "Yos".
Caller at Land	vi issue dales to this Plate	PAS 09/30/05 53	20407 Alterations are not allowed in the tionholder endu
STRUC		and 7. COMPLETE BOXES 3 A	ND 5 ONLY IF NECESSARY
WHAT DO	O YOU WANT TO DO? (See Form MV-82.1, Regist	ering a Vehicle in New York State, for mon	e information.) : vehicle CHANGE a title (see box 3)
	STER this vehicle for the first time 🛛 TRANSFER PI	ate Number	TITLE ONLY for a 1973 or newer vehicle
	W plate # LI CHANGE regis ACE lost registration ilems	tration for Plate Number	LEASE BUY-OUT Plate Number
_	ID NO. (form Driver License of first registrant listed below)	NAME CHANGE?	ADDRESS CHANGE? Is this registration for a corpONtion
		🛄 YES (see box 🚺 ) 🔲 NO	
NAME	F REGISTRANT (Last, First, Middle)		How was the vehicle obtained?
			SEX DAY PHONE NO. (Optional)
			RTH MYS
	SS WHERE YOU GET YOUR MAIL Include Street Number	and Name. Rural Derivery ant/or box	
		Apl. No. City of Town	N° Y ERIE
ADDRE	SS WHERE YOU LIVE (IF DIFFERENT FROM MAILING ADD	RESS. DO NOT GIVE P.O. BDX.)	State Zip Gode County
			ER of this vehicle, the owner must complete this section. Proc
OWNE	R CLIENT ID NO. (from Driver License)	ownership and proof of owne	this section if you attach a completed Registration Authorization (MV-95
	OF CURRENT OWNER (Last, First, Middle)	if you are renewing the vehicle.	and the owner is the same.
NAME			DATE OF BIRTH OWNER'S DAT PHONE NO. 1000
	ancluda Street Numbe	r and Nemm,	
ADDR	ESS WHERE OWNER GETS MAIL Rame Derivery and/or b	Apt, No. City of Town	Siste Zip Code County
		ed to register the vehicle described in box 🕫	
AUTH	ORIZATION: The registrant named in box 🕗 is authorize		(Date)
	(Owner's/Authonized Signature-Co-owner'		
VEHIC	LE IDENTIFICATION NUMBER	Verilde Ordorin t	Body Type For Cars
1	G1ZS51F36F	2006 CHEVROLEI	Image: A-Door     Image: Convertible     Image: Station Weight // Convertible       Type of Power (Fuel)     Image: Convertible
Body	Type For Other Vehicles		
D Pic	k-up 🛛 Van 🖾 Motorcycle 🖾 Taw 🖓 Truck 🖾 Trailer 🖾 Othe	•· [	
Cylind	For trailers & commercial valuates	S, buses & taxis Cap. Odograter Reading in Miles	Vehicle's QDOMETER has Bom For trailers & commercial vehic for how many numbers (5, 6 or 7 - Axies Distance do not includo tenths)?
4			
	ien Filing Code Assigned 10087 by DMV)	"GENERAL MOTORS ACCEP	TANCECOCKEYSVILLE MD 21030
		State, Lich	Lien Lien
	Weage Brand Prior Owner Owner		
· UAE	Proof Submitted (Name and Ownership)	By	
	Rcg/Tille	State	Fee Operator PAGE

	CHANGES	NAME CHANGE: Print	former name exactly a	s it appears on the cu	rent registration or title.	
1	To change information on					<u></u>
	a current registration and/or title, be sure to					
	enter the <u>new</u> information	CHANGES: Describe :	any vehicle changes and	f the reasons for the c	hanges.	
	on page 1 of this form. (See Form MV-82.1,	UHANGES, Describe (	any venice on nyes and			
	Registering a Vehicle in New York State, for more					
	information.)					· · ·
Ē	ADDITIONAL VEHICLE IN			1-3 MUST BE CON	IPLETED.	
1			which work in the <b>D</b> has the	oon or Phas no	t been wrecked, destroyed or o	temed to such ar
	<ol> <li>I certify that, to the best extent that the total estimates</li> </ol>	or or my knowledge,	this venicie 🖵 has b of parts and labor to r	ebuild or reconstruc	t the vehicle to the condition it w	vas in before an
	accident, and for legal o	peration on the road	or highways, is more	than 75% of the rel	tail value of the vehicle at the tim	te of loss.
	(Checking the " <u>has b</u>	<u>een</u> " box means the	e vehicle must hav	e an anti-theft exa	amination before being regist	ered, and that the
	title issued will have	the statement "Reb	uilt Salvage" on it.)	›		
	2. Is this vehicle registere	d for your own perso	onaluse? La Yes			(
	If "Yes", go to question				appiy <del>i</del>	
1	It is a passenger v				A jurisdiction that does	n not roquiato tavia
		A jurisdictio				s not regulate taxis
		ehicle that is rented		JAVer.		
		nercial operating au		armit No	US DOT Permit N	No.
	It is government-	owned	E 1.0.0. P(	anni, 1907 <u></u>		
	It is used as ad	ambulance I	🗌 ambulette – Ch	eck this box if: 🔲	payment is received to carry p	assengers
ł	🔲 It is a commerciai	I tow truck with a G	VWR of at least 8,60	00.lbs. 🗖 lti	s used as a <b>hearse</b> .	1
1	It is used only as a	a farm vehicle ( <i>Form</i>	n MV-260F, Part 1, n	nust be attachedy:	It is used only as an age	ricultural truck.
	3. Has this vehicle been	modified to change it	s registration class?	Yes No	If "Yes", explain	
ľ		-	•			
					ed exclusively for non-commer	
	no advertising anywhe	ere on it? 🗋 Yes 🛛 🛛	🗆 No 🛛 Do you	want? 🗋 Passenr	her Plates – 🔲 Commercial Pl	ates
)	CERTIFICATION: The infor	mation I have given on the	his application is true to	the best of my knowle	dge. I certify that the vehicle is fully (	equipped as required by
	the Vehicle and Traffic Law, an 1077) and will be inspected with the Vehicle and Traffic Law. If have plates in a series reserve credit card for payment of an Print Name Here P Print Additional Name Here P IMPORTANT: Making a fall connection with this application registration pursuant to regulation registration until the Commission to establish ownership of the ve of Motor Vehicles nor any of his done to the vehicle referenced in CREDIT CARD AUTHORIZA	Id has passed the requir hin 10 days, I also certify I am applying for replace d for a special group, I d y fees in connection with Print Name in Full + if registerin print your full name a (Print Name in F se statement in any reg t, is a misdemeanor und ons established by the C oner is satisfied that the shicle is submitted and d s or her employees, dep in this application.	his application is true to ed New York State Inspr y that appropriate insura ement registration items certify that I am still elig ith this application, f u g for a corporation, nd tille) fully pistration application or er Section 392 of the Va commissioner. The Depa applicant is entitled to a eemed to be satisfactor roties or agents assume ER IS NOT THE APP	the best of my knowle bection within the past ince coverage is in eff s, I certify that the regi- lible to receive them, a nderstand that my st Sign Here Additional Signature Sign Here In any proof or state ehicle and Traffic Law artment makes no repri- certificate of title or tr y. Pending review of the any liability or respondent	dge. I certify that the vehicle is fully of 12 months, or has qualified for a lin istration is not currently under susper and that I have only one set of these dinature below also antihorizes use (Sign Name in Full -Additional signature regult if registering this vehicle in more than ments in connection with it, or decir, and may also result in the revocati esentation that it will issue a certifica ransferable registration, and until all his application, neither the Commiss onsibility for repairs performed, impro	equipped as required b ne extension (Form VS ated in accordance wit ension or revocation. If plates. If I am using a of my credit card. red for a partnership or none name.) eiving or substituting i ton or suspension of th te of title or transferabl documentation require ioner of the Department overments made or wor
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## New York State Department of Motor Vehicles GENERAL CONSENT FOR RELEASE OF PERSONAL INFORMATION



#### Background

The federal DHver's Privacy Protection Act (DPPA) designates certain information in motor vehicle records as *Personal information*. Personal information includes a motorist's photograph, social security number, date of birth, driver license number, non-driver ID number, name, address (except for 5-digit zip code), telephone number, and medical or disability information. Public information includes reportable accidents, driving convictions, driver status and vehicle information. Most motor vehicle records contain personal and public information. Please note, if we are authorized to release personal information, we will not release social security number, phone number, photograph, medical or disability information.

The DPPA also limits the reasons (permissible uses) for which the Department of Motor Vehicles may release records containing personal information. Copies of the DPPA, and the permissible uses available in New York State, are printed on forms MV-15DPPA and MV-15PU.

Some requesters may request a copy of a record only if they have permission from the person named in the record. This form provides evidence (signed authorization) of that permission.

#### Instructions for Motorists

The motorist is the person named in a motor vehicle record. The record requester is the person requesting information about the motorist. To complete this form, print your name in the blank marked *Motorist*. Print the record requester's name in the blank marked *Record Requester*. Then visit a notary public, in the presence of the notary, sign on the line marked *Motorist's Signature*, then give this form to the notary to notarize.

After it is notarized, give this form to the record requester.

#### Instructions for Record Requesters

You may request someone clse's motor vehicle record containing personal information only if you have a permissible use as defined in the DPPA. You may face criminal penalties and civil liabilities if you request a record for which you do not have a permissible use. Having the motorist's permission is a permissible use. This form, properly completed and notarized, is evidence of the motorist's permission.

Keep a copy of this form for five years after you receive the record you requested.

Î <sub>v -</sub>	, authorize the New York State Department of Motor Vehicles
to disclose or otherwise make available to	GMA personal information above
me obtained by the Department in connection ,	(Record Requester) with a motor veluitie record
STATE OF NY	55;
COUNTY OF ERIE.	
On this day of	T
s/me.	(month) (yes?)
(Motorist) to be the person described in and who execute	d the foregoing consent and who acknowledged to me that he/she executed
the same for the purpose therein stated.	J.m. upple.
MV-150C (3/02)	WWW.Nysdinv.com
	NOTARY PUBLIC-STATE DE NEW YORK
	No. 01-P16107062 Qualified in Erie County
	Commission Expires March 15, 2008

New York State Department of Motor Vehicles
VEHICLE INFORMATION:         New Option         New Option         Option         Weight (Unitaden)         Fuel         Cylinders         Adult           Year         Make         Model         Body Type         Color         Weight (Unitaden)         Fuel         Cylinders         Adult           Year         Make         Model         Body Type         Color         BL         3039         TypeAS         4         Seating Capacity         5
Vehicle Identification Number 1 G 1 Z S 51 F 3 6 F Li Inspection Certificate Number 1 G 1 Z S 51 F 3 6 F S S S S S S S S S S S S S S S S S S
DEALER INFORMATION (Print Name and Address)
JOE BASIL CHEVROLET, INC. 5111 TRANSIT ROAD DEPEW, NY 14043 PURCHASER INFORMATION (Print Name and Address) State State State 09/30/2005
SLUAN NT SLUAN NT SUBJECT Source of Ownership) PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership) CHEV MTR DIV DETROIT, MICHIGAN 08/31/05
ODOMETER DISCLOSURE STATEMENT Rederal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Pailure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.
The odometer on the vehicle described above has: 5 digits X 6 digits, not including tenths ODOMETER READING ODOMETER READING 33 33
□ I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS." (no tenths) □ I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."
DEALER CERTIFICATION: I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment use in condition and repair to render satisfactory and adequate service on the public highway under normal use requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use requirements of the Commissioner's Regulations. At the time of satisfactory and local taxes due as a result of this sale have been collected from the purchaser. False
Equipment certification does not apply to a value solution solution and the section 210.45 of the Penal Law.       Statements made berein are publishable as a Class A misdementor pursuant to Section 210.45 of the Penal Law.         statements made berein are publishable as a Class A misdementor pursuant to Section 210.45 of the Penal Law.       Date       Dealer         DEALER (or authorized representative) - (SIGN full name)       PRINT full name of dealer or authorized rep.       Date       Dealer         Facility_No.       5320407
Tax
PART 3 — CUSTOMER COPY ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

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JOE BASIL CHEVROLET

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11/07/2007 13:48

JOE BASIL CHEVROLET

PAGE 19/29

**Dealership Address** 

# JOE BASIL CHEVROLET INC.

5111 Transit Road • Depew, NY 14043

## PRIVACY NOTICE

In connection with your transaction, \_\_\_\_\_

JOE BASIL CHEVROLET INC. (Dealership Name)

may obtain information about you as described in this notice, which we handle as stated in this notice.

- 1. We collect nonpublic personal information about you from the following sources:
  - Information we receive from you on applications or other forms.
  - Information about your transactions with us, our affiliates or others, and,
  - Information we receive from a consumer-reporting agency.
- 2. We may disclose all of the information that we collect about you as described above, while you are a consumer, customer, or former customer, to our affiliates and to non-affiliated third parties.
- 3. We may disclose nonpublic personal information about you, while you are a consumer, customer, or former customer to the following types of third parties:
  - Financial service providers, such as banks, captive financial companies, credit unions, and financial institutions
  - Non-financial companies and others, such as auto manufacturers, market research firms, etc.
- 4. We may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law.
- 5. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
- 6. We may disclose, while you are a consumer, customer, or former customer, any information we collect about you to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. This disclosure is permitted by law; there is no opt-out opportunity available.
- 7. We may disclose nonpublic personal information about you, while you are a consumer, customer, or former customer, to the following type of affiliates: \_\_\_\_\_\_
- If you prefer that we not disclose nonpublic personal information about you to nonaffiliated third parties; you may opt out of those disclosures; that is, you may direct us not to make those disclosures (other than disclosures permitted by law).

Please check this box if you wish to opt out of disclosure to nonaffiliated third parties, and return the top copy to this dealership at the address provided above.

CUSTOMER ACKNOWLEDGEMENT: I (we) acknowledge that I (we) received a copy of this notice on the date indicated below:

	Date	0973072005
Customer's Name (Printed)		
Co-customer's Signature	Date	
Co-customer's Name (Printed)		

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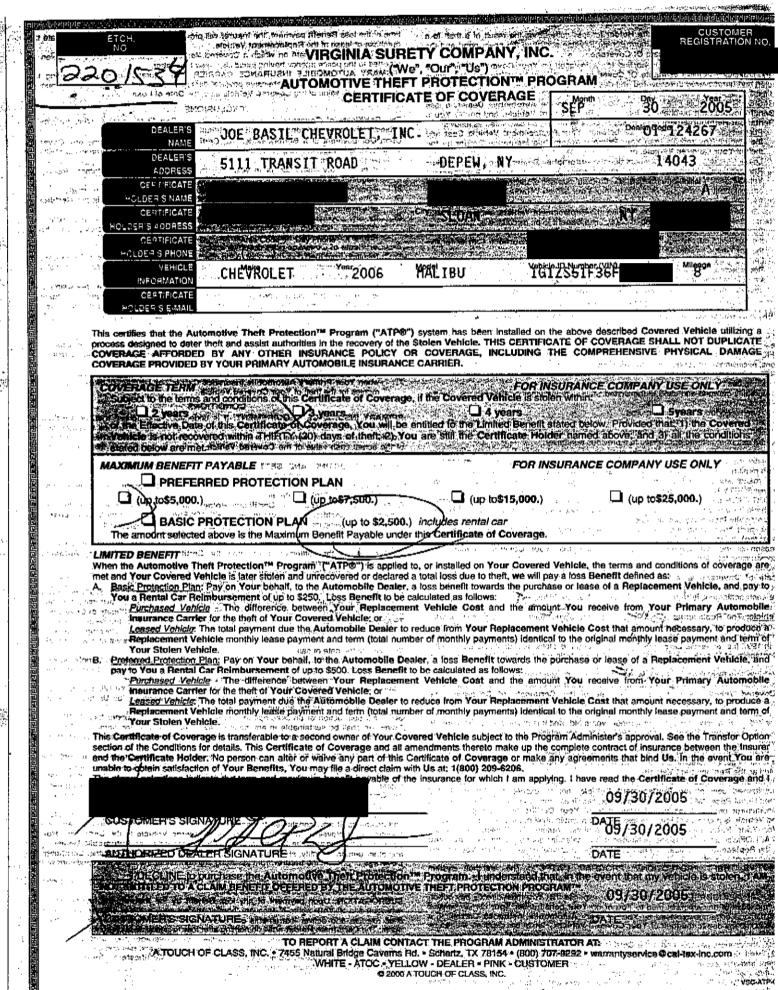
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JOE BASIL CHEVROLET

PAGE 21/29



501 NEW KARNER RD. / ALBANY, NY 12205 518-869-9200 / FAX: 518-869-3334



November 2, 2007

#### VIA EMAIL

Mr. Steve Barrett Business Process Manager – IBM IBM Global Services IBM Business Consulting Services 180 Kell Drive Chatham ON CA N7M 5Y6

> Re: v. General Motors Corporation VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

This letter will serve as a follow-up to our letter to you dated October 30, 2007. An arbitration hearing in the above matter has been scheduled to take place the Center for Resolution and Justice, 625 Delaware Avenue, Suite 300, Third Floor, Buffalo, New York on November 20, 2007 at 11:00 a.m. Enclosed is a copy of the Notice of Hearing for your convenience.

I have sent a letter dated November 2, 2007, to Joe Basil Chevrolet, Inc., advising them of the hearing date and requesting their assistance in this matter. Please follow-up to confirm that a representative from Joe Basil Chevrolet, Inc., will be attending the hearing.

Your immediate attention to this matter would be greatly appreciated.

Very truly yours,

th B. Rose

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-Hearing.doc KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL

VERONICA HIGGS COPE ATTORNEY AT LAW GA, SC

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WV

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA Child and Family Services Center for Resolution and Justice 625 Delaware Avenue, Suite 300 Buffalo, NY 14202 Phone: 716-362-2323 Fax: 716-362-2324

046742

## NOTICE OF HEARING



Rose Law Firm 501 New Karner Rd. Albany, NY 12205

RE: Attorney General's Case #NC-652388

Please take notice that an arbitration hearing for the above case will be held as follows:

Center for Resolution and Justice (Erie) Child and Family Services 625 Delaware Avenue Buffalo, NY 14202

Tuesday, November 20, 2007 11:00 AM

Arbitrator: Allie Locsch

Please be prompt and prepared to present your case.

Susan Ritter Intake Coordinator

Notice: The Arbitrator has arranged his or her schedule and reserved the above date. Therefore, every effort should be made to appear on the date scheduled. In the event that unforescen circumstances make it impossible for you to attend, you may request a postponement from the Arbitrator by calling the Center. All requests for postponements must be communicated to the Intake Coordinator (not the Arbitrator). There should be no communication between the parties and the neutral Arbitrator other than the oral hearing. Any party wishing a stenographic record must make the arrangements directly with a stenographer and notify the other parties of the arrangements in advance of the hearing.

cc: Allie Loesch

OCT 29 2007

. . . . . . . . . . . . .

## **Overallowance/Negative Equity/Incentives Form (Non-Florida)**

<b>Customer:</b>		SR #: 71-571032656	BBB#: NY# NC-652388

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 Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

#### Section 1

Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 17990.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= -500.00
(If positive, look for Overallowance)	

If the Purchase Price is greater than the MSRP but there was no trade-in, have the Dealer explain why the customer paid more than MSRP.

### Section 2

Trade Allowance	50.00
(from Bill of Sale)	
Actual Cash Value (ACV)	- 50.00
(from ACV Statement)	
Subtract the ACV from the Trade Allowance	= 0.00
If positive, the Trade Allowance is higher than the ACV of the trade-in. This is Overallowance.	

## Section 3

Trade Allowance	50.00
(from Bill of Sale)	
Payoff on Trade	- 0.00
(from Bill of Sale)	
Subtract the Payoff on Trade from the Trade Allowance	= 50.00
If negative, the Payoff on the Trade is higher that the Trade Allowance. This is Negative Equity.	

Section 4	
Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 2000.00
(from BARS and Incentive Acknowledgement sheet)	
Do not include fuel-fill credit or Dealer incentives. GM Card points must be included.	
Overallowance/Negative Equity	- 0.00
(use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger)	
Subtract the Incentives and the Overallowance/Negative Equity from the Purchase	= 15490.00
Price. This is the Actual price of the vehicle that should be presented to the BBB on	
the Agreement to Arbitrate (ATA).	

If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Lead before submitting information to BBB.

	STRAIGHT-PAYMENT-LEASE REPURCHASE WORKSHEET - BRC COMMON <u>File Number</u> <u>Customer Name</u> <u>Worksheet Filled Out By:</u>									
	71-571032656		Yvonne Cervantes							
			<b>Draft</b> -Add question marks beside category (not in dollar fields) to indicate incomplete information					tion		
			Vehicle VIN: Date:							
			1G1ZS51F36F February 21, 2008							
	USAGE FORMULAS		STRAIGHT REPURCHASE - BASE PAYMENT (CA, FL & WV) OR LEASE REPUR			JRCHASE				
1	To calculate usage	):		Base Price		\$17,490.00		Down Pmt / Cap Cost Reduction		\$0.00
2	Use ONLY one of the 4 methods in	n this column or		Conversion / Upfit cost				Pmts (includes 1st month if lease)		\$0.00
3	follow applicable lemon law formula	a for your state		Reg./Lic./Title Fees				Reg/Lic/Title Fees (leases only)		\$0.00
4				State Fees				Tax (leases only)		\$0.00
-	A. USAGE USING L.L. FORMULA			Filing Fee		\$250.00		Aftermarket Items		\$0.00
	Base Price/Total Repurch Price	\$0.00		Sales Tax				Other-Explain		\$0.00
	Mileage	0		Finance Charges		\$0.00		Other-Explain		\$0.00
	Denominator			GMPP (* only for WI)		\$0.00		Other-Explain		\$0.00
	Usage	\$0.00		Other-Explain				Other-Explain		\$0.00
10				Total Purchase Price		\$17,825.25	10	Total Additions		\$0.00
	B. USAGE - NEGOTIATED	\$572.98					11			
12				* Usage/Depreciation				* Usage/Depreciation		\$572.98
13			13	Damage				Damage		\$0.00
14	C. USAGE USING CENTS/MILE		14	Late charges				Late charges		\$0.00
15	Mileage	0	15	Over-Allowance		\$0.00	15	Over-Allowance		\$0.00
	Cents per mile			Negative Equity				Negative Equity		\$0.00
17	Usage	\$0.00	17	Incentives		\$2,000.00	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.		Other-Explain		\$0.00	21	Over Mileage Penalty		\$0.00
22	"Actual Price Paid" (Base)			Total Deductions		\$2,572.98	22	Total Deductions		\$572.98
23	Mileage	0	23				23			
24	Usage	\$0.00	24	Repurchase Subtotal		\$15,252.27	24	Total Refund to Customer		-\$572.98
25	OR		25	Loan Payoff good thru 3/15/08		\$11.613.04	25	Dlr Buyout (lease) or Loan Payoff		\$0.00
	Payment/Lease-Used when finance	ed.		Total Refund to Customer				(GMAC=DL quote) good thru xx/xx/xx		
27	"Actual Price Paid" (Pmt/Lease)			Attorney's Fees		\$0.00	27	Attorney's Fees		\$0.00
	Mileage			Total Repurchase		\$15.252.27	28	Total Repurchase		-\$572.98
	Any ext service contract (CA only)			NADA (Legal Only)				NADA (Legal Only)		\$0.00
	Usage			Estimated Auction Value				Estimated Auction Value		\$0.00
31	~			Projected Loss				Projected Loss		-\$572.98
		<b>A 1 - 1 - 1</b>			-		•			
	PURCHASE PRICE (before t/t/t)	\$ 17,490.00			\$	50.00			\$	17,490.00
	MSRP (FROM BARS INVOICE)	\$ 17,990.00		PAYOFF OF TRADE	\$	-		INCENTIVE* (from BARS)	\$	2,000.00
	DIFFERENCE	\$ (500.00)		DIFFERENCE	\$	50.00		OVERALLOWANCE	\$	-
	if positive look for over allowance			if negative=negative equity	-	<b>FO 00</b>		ACTUAL PRICE	\$	15,490.00
					\$	50.00				
<b></b>				ACV OF TRADE	\$	50.00		Do not include fuel fill credit		
	Authorized Signature	Date		DIFFERENCE	\$	-		Include GM card points		
				ACV=actual cash value				Form Rev. 04/28/2006		

NY State Mandated Case			

## \*\*\*PLEASE expedite State file\*\*\* <u>Mandatory Repurchase</u>

<b>BBB Case</b>	Trade		
OR	Straight		
X State Case	Lease		
COMPLIANCE DATE:		March 13, 2	008
ADR REQUEST NUMB	ER:	71-57103265	56
CUSTOMER NAME:			
CUSTOWER NAME.			
LAST SIX OF VIN:			
ADR CRS: Giovanna	Floreno	EXT.:	11549
DVM: Dan Oldha	am	PHONE:	716-807-8758
DATE ACCEPTANCE I	RECEIVED:	February 15	5, 2008

NUMBER OF DAYS FOR COMPLIANCE:

TEAM LEAD'S SIGNATURE: Bridget Cazabon/ADR-TL/Chatham ADR Exceptions that need to be paid i.e. over allowance and negative equity. COMMENTS/REASON FOR EXCEPTION:

*Customer has not mailed in signed acceptance to mandated decision* File will be returned without all information above completed.



#### GENERAL MOTORS BUSINESS RESOURCE CENTER

#### VIA FAX ONLY

Monday, November 05, 2007

Mr. Jay Thiel, Service Manager JOE BASIL CHEVROLET, INC. 5111 TRANSIT RD DEPEW, NY 14043-4466

Re:

Siebel Request: 71-571032656 2006 Chevrolet Malibu VIN # 1G1ZS51F36F

Dear Mr. Jay Thiel:

This is a letter of notification regarding a State 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
- Vehicle Registration and/or Title
- 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,

Giovanna Floreuo BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 11549 FAX# 866-893-7512



February 15, 2008

#### **VIA EMAIL**

Mr. Steve Barrett Business Process Manager - IBM **IBM** Global Services **IBM Business Consulting Services** 180 Kell Drive Chatham ON CA N7M 5Y6

Re:

v. General Motors Corporation VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

Enclosed is a copy of Arbitrator Allie M. Loesch's "Decision on a Request for Modification of the Arbitration Award" in connection with the above-captioned matter. The method utilized by the arbitrator to calculate the award is correct. Therefore, please execute it.

Very truly yours,

20 Keith B. Rose

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-decision-modification ltr.doc KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL, NJ, SC

**VERONICA HIGGS COPE** ATTORNEY AT LAW GA, SC, AL

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WV

MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA, NJ, NC

**ND-6** FILE DATE: 10/22/2007 086168

AG CASE #: NC-652388

.

ARBITRATOR: Allie M. Loesch

#### ARBITRATOR'S DECISION ON A REQUEST FOR MODIFICATION OF THE ARBITRATION AWARD

Consumer: Address: Sloan, NY	Manufacturer: Address:	GM-Chevrolet c/o MSX International 1464 J. A. Papalas Drive Lincoln Park, MI 48146
<b>Background Information:</b> Original Hear Date Reviewe	ring Date (oral hearings only): ed (documents only cases):	11/20/2007
[ ] Ex Parte Award (Check only if one part		
<b>Modification Information:</b>		
Party Requesting Modification:	[ ] Consumer	[X] Manufacturer
Party Responding to Modification Request:	[X] Consumer	[ ] Manufacturer
	[ ] No Response Received b	y Deadline
Date Original Award Issued by Arbitrator:	11/26/2007	
Date Request for Modification Received by	Arbitrator:	
Date of Arbitrator's Award on a Request fo	r Modification: 02/11/2008	

Reasons For and Against Modification:

**Party Requesting Modification:** \$500.00 amount which was treated as down payment made by consumer was actually another credit by manufacturer.

Lemon Law Arbitration Program – January 2004

1

**Party Responding to Request for Modification:** Consumer agrees that \$500.00 was a credit from manufacturer.

<u>Summary of Grounds for Modification of an Award</u>: Pursuant to Article 75 of the New York State Civil Practice Law and Rules, the following conditions constitute grounds for modification of an Arbitration Award:

- 1. There has been a miscalculation of figures or mistake in the description of any person, thing, or property referred to in the Award; **OR**
- 2. The arbitrator has awarded on a matter not submitted and the Award may be corrected without affecting the merits of the decision; **OR**
- 3. The Award is imperfect in form, not affecting the merits.

<u>Arbitrator's Findings</u>: Check 1 or 2 below; Item 2 must be checked in order to enable a ruling in favor of the Party requesting Modification of the Arbitration Award. If Item 2 is checked, Item 3 must also be checked and completed.

- [] 1. The Request for Modification of the above referenced case shall be **DENIED**. (The Arbitration Award shall stand as originally issued and without revision.)
- [X] 2. The Request for Modification of the above referenced case shall be **<u>GRANTED</u>**. (The Arbitration Award shall be modified as specified below):

**Summary of Modification Decision:** Total amount due consumer by manufacturer has been reduced by \$500.00.

[X] 3. A corrected copy of the Arbitrator's Award is attached.

Lemon Law Arbitration Program – January 2004

#### **Conclusion**

This decision on a Request for Modification is binding on both parties. However, a dissatisfied party, pursuant to CPLR Article 75, may seek judicial relief, by filing an application in court within 90 days of receiving this award.

DATED: 02/11/2008

Arbitrator's Signature auro

State of New York ) : SS.: County of Erie)

I hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

DATED: 02/11/2008

Die qu. CONTRACTION . Lorda

Arbitrator's Signature

FEB 1 3 2008

Date of mailing by Administrator ("Date of Issuance") §300.16(f)

ND-6 10/04

Lemon Law Arbitration Program – January 2004

3

ND-1 FILE DATE: October 22, 2007

AG CASE #: NC-652388

ARBITRATOR: Allie M. Loesch

#### ARBITRATOR'S DECISION FOR A CONSUMER REFUND

Consumer:		Manufacturer:	GM-Chevrolet
Address:		Address:	c/o MSX International 1464 John A. Papalas Drive
	Sloan, NY		Lincoln Park, MI 48146

Actual Hearing Date (oral hearings only): November 20, 2007

Date Reviewed (documents only cases):

[] Ex Parte Award (check if only one party appeared at hearing)

SUMMARY OF ISSUES IN DISPUTE (check the items in dispute)

[]	1.	Whether the vehicle is primarily used for personal, family or household purposes.	
[X]	2.	Whether there were 4 or more repair attempts for the same problem within 18,000 miles or 24 months, whichever is earlier.	
[X]	3.	Whether the problem continued to exist at the end of the fourth repair attempt.	
[]	4.	Whether the vehicle was out of service due to repairs for 30 or more days within 18,000 miles or 24 months, whichever is earlier.	
[X]	5.	Whether the problem substantially impaired the value of the vehicle to the consumer.	
[]	6.	Whether the manufacturer failed to commence repairs within 20 days of receiving the consumer's notice of the dealer's refusal to make repairs.	
[]	7.	Whether the problem is a result of the consumer's abuse, neglect or unauthorized modification or alteration of the vehicle.	
[]	8.	Other:	

Lemon Law Arbitration Program – January 2004

1

#### SUMMARY OF EVIDENCE

Consumer: purchased her 2006 Chevrolet Malibu (VIN #1G12551F36F from Joe Basil Chevrolet, Inc. in Depew, NY on September 30, 2005. who attended and who identified himself as her fiance, made a short opening the hearing with then presented 4 repair invoices from Joe Basil Chevrolet, Inc. and 1 repair statement. invoice from Gillogly Chevrolet, Inc. in West Seneca, NY for repairs to this vehicle. She stated that the reason for the service at Gillogly was because the car was towed there as the closest then gave oral testimony relating to the issues involving the vehicle, including dealer. the loss of power steering while driving, the fuel gauge going to empty and other gauges not working. She also noted that periodically the car would not start--she would turn the key and nothing would happen. stated that after each time the car was repaired, the problems continued to exist. She also stated that she does not feel safe in the vehicle as she is always waiting for the steering to lock-up again.

Manufacturer: General Motors Corporation was represented by Edwin T. Brondo, Jr., an attorney with The Rose Law Firm, PLLC in Albany, NY. Also present with Mr. Brondo was Dan Oldham, an area vehicle manager for General Motors Corporation. Also present at the hearing was Jay R. Thiel, the service manager at Joe Basil Chevrolet. Mr. Brondo stated that it is General Motors' position that does not fall into the necessary criteria under the Lemon Law with regard to the number of repair attempts for the same problem. Mr. Brondo then called on Mr. Oldham to discuss the various repair orders and what they involved. Mr. Oldham stated that during the first repair the problem was mechanical (Code CO460) and that the motor and controller assembly for the power steering was replaced. He then discussed the other work orders. He stated that the various codes listed on these repair sheets were merely "communication issues" internally in the vehicle. These were worked on each time the vehicle was brought in and that they did not constitute safety issues for the vehicle. Upon further discussion, he also stated that on the first repair order some of the problems as stated by the customer were also related to internal "communication issues. Mr. Thiel gave no testimony. After some discussion between the parties, all parties went out to the vehicle. The vehicle was not taken for a test drive. The mileage on the vehicle at this viewing was 15,699. Mr. Brondo at that time pointed to some damage to the rear passenger-side of the vehicle which consisted of a dent and a scratch. Ms. stated that she thought it was caused by someone on a bicycle.

#### **ARBITRATOR'S FINDINGS:**

The vehicle is primarily used for personal, family or household purposes. The problem substantially impaired the value of the vehicle to the consumer, and was not a result of the consumer's abuse, neglect or unauthorized modification or alteration of the vehicle.

In addition, I find that: [check one or more, as applicable]

- [X] There were 4 or more repair attempts for the same problem within 18,000 miles or 24 months, whichever is earlier, and the problem continued to exist at the end of the 4th repair attempt.
- [] The vehicle was out of service due to repairs for 30 or more days within 18,000 miles or 24 months, whichever is earlier.
- [] The manufacturer failed to commence repairs within 20 days of receiving the consumer's notice of the dealer's refusal.
- [ ] Other:\_\_\_\_\_

#### CONCLUSION

Based on these findings, I find that the consumer qualifies for relief under General Business Law §198-a (The Lemon Law).

The consumer has elected to receive a full refund. The manufacturer is directed to refund a total of \$15,252.27. This refund is calculated as follows:

1.	Purchase price of vehicle	\$15,490.00
2.	Registration, Title, Document and Inspection fees	\$ 85.25
3.	Filing Fee	\$250.00
4. Subtotal (1+2+3) LESS lawful deductions		\$15,825.25
5.	for mileage (3,699 miles over 12,000 x line 1, divided by 100,000)	\$ 572.98
6.	excess damage	\$0.00
7.	Total deductions (5+6)	\$ 572.98
8.	TOTAL OWED BY MANUFACTURER (4 - 7)	\$15,252.27

Lemon Law Arbitration Program – January 2004

In addition, applicable state and local taxes are to be refunded directly to the consumer by the NYS Commissioner of Taxation and Finance.

The manufacturer is hereby directed to issue the refund, as indicated herein, within 30 days from the date the consumer notifies the manufacturer of his or her acceptance of the arbitrator's decision.

The application form published by The NYS Department of Taxation and Finance, needed to apply for credit or refund of state and local sales taxes, is herewith enclosed for the consumer.

The failure of the manufacturer to comply with this decision within the 30-day period shall entitle the consumer to recover an additional fee of \$25.00 for each business day of noncompliance, up to \$500.00.

This decision is binding on both parties. However, a dissatisfied party, pursuant to CPLR Article 75, may seek either (1) a modification, where appropriate (for example, an arithmetic or technical mistake), by writing to the NYS Dispute Resolution Association within 20 days of receiving this award; or (2) judicial relief, by filing an application in court within 90 days of receiving this award.

DATED: 11/26/2007

Allies A. Loepeh Arbitrator's Signature CONT

State of New York)

County of Erie)

I hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

DATED: 11/26/2007

Up M. Lorench

DEC 0 5 2007

: SS.:

Date of mailing by Administrator ("Date of Issuance") §300.16(f)

ND-1 11/07

Lemon Law Arbitration Program – January 2004

## 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

 $\boxtimes$  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
- $\boxtimes$  ACV on trade-in documented
- $\bigcirc$  Copy of the Customer Claim Form (**CCF**) only on Mandates
- Applicable Attorney Information: Firm Name, Contact Person, Federal Tax I.D., Phone #

501 NEW KARNER RD. / ALBANY, NY 12205 518-869-9200 / FAX: 518-869-3334



October 30, 2007

#### VIA EMAIL

Mr. Steve Barrett Business Process Manager – IBM IBM Global Services IBM Business Consulting Services 180 Kell Drive Chatham ON CA N7M 5Y6

> Re: VIN: 1G1ZS51F36F Attorney General's Case No.: NC-652388

Dear Mr. Barrett:

Enclosed is the file received by this office from the New York State Dispute Resolution Association on behalf of General Motors Corporation with reference to the above-captioned matter. Please forward to me General Motors Corporation's CAC file and warranty history inquiry for vehicle.

Please direct all correspondence, telephone calls and inquiries with regard to this arbitration proceeding to Joshua Tonra, Esq., who is the attorney handling this file for this office.

Thank you for your cooperation in this matter.

Very truly yours,

Keith B. Rose <sup>\</sup>

KBR/vrp Enclosure J:\Lemon Law\MATTER\15246\Correspondence\Barrett-ltr.doc KEITH B. ROSE ATTORNEY AT LAW NY, MA, CT, NJ, GA, WV, PA

JUSTIN E. PROPER ATTORNEY AT LAW NY, MA, CT, GA, PA, WV

G. CHRISTOPHER GLEASON ATTORNEY AT LAW NY, MA, NH, GA, AL, PA, WV

JON B. WALDORF ATTORNEY AT LAW NY, MA, CT, GA, AL

VERONICA HIGGS COPE ATTORNEY AT LAW GA, SC

PETER M. DAMIN ATTORNEY AT LAW NY, MA, CT, GA

EDWIN T. BRONDO, JR. ATTORNEY AT LAW NY, TN, MA, WV

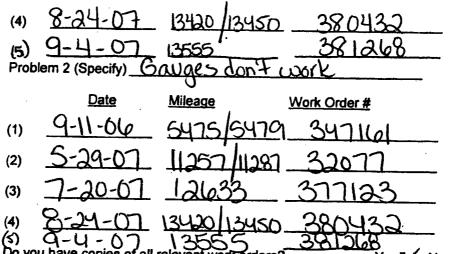
MICHAEL E. CATANIA ATTORNEY AT LAW NY, MA

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<u>Office Use Onl</u>	
NEW YORK STATE ATTORNEY GENERAL'S ( ELIOT SPITZER, ATTORNEY GENERAL	DFFICE
NEW YORK NEW CAR LEMON REQUEST FOR A	I LAW ARBITRATION PROGRAM RBITRATION FORM
CONSUMER INFORMATION	· ·
1. Name:	
-	
Address:	
City: <u>Sloon</u> State: <u>NV</u> Zip:	
Phone: Home (11/0)	
VEHICLE INFORMATION (Attach Copy of <u>Your</u> E	Bill of Sale or Lease)
2. Manufacturer: GM	
(GM, Ford, Chrysler, Toyota, W	/innebago, etc.)
3. Year: 2006 Make: Chewolet	_ Model:
(ex. Chevrolet, Dodge) 4. Vehicle	(ex. Cavalier, Caravan)
(VIN):1G12551F36F	Number
5. Date of delivery? $9-30-05$ Mileage at $0$	delivery: <u>8</u> Current Mileage:
6. Did you purchase or lease your vehicle in New [ ] I purchased my vehicle.	V York? Yes[X] No[ ] I leased my vehicle.

7.	Is your vehicle registered in New York?
<b>8</b> .	Is your vehicle primarily used for personal, family or household purposes?
9.	Do you still own or lease your vehicle? Yesk No[]
DEA	
10.	Name: Joe Basil Chevrolet, Inc.
-	
	Address: 5111 Transit Road
Zip:	City: <u>Nepew</u> State: <u>N</u>
BANK	OR FINANCING INSTITUTION (If financed):
1.	Name: GMAC Flexible Finance Plan
•	Address:
	City: State:
ip:	City: State: NG COMPANY (if leased):
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	Le	ase Acct #: IGIZS51E36F
VI	EHICLE	'S PROBLEM(S)
13		efly describe the problem(s) for which you seek a refund or a replacement vehicle:
	fou	versteering locks up, reads across radio, > Power steering
	fixe	Louge goes to empty, Speed Nometer doesn't work, reads error cross mileage, won't start
14.	Doe	es the problem(s) for which you seek relief substantially impair the estimate the vehicle to you?
15. 5		what date and at what mileage did you <b>first</b> report this problem(s) e dealer or the manufacturer? Date: $9-5-010$ Mileage:
16.	Does Spec	s the problem(s) involve a dealer installed option? Yes [] No 🕅
		RELIEF SOUGHT: You must complete at least one of the following three
	IS FOR ques	/ny.
BAS	IS FOR ques	RELIEF SOUGHT: You must complete at least one of the following three tions (17, 18 or 19). If you have a Motor Home, you must also answer # 20.
BAS	IS FOR ques Unsu	RELIEF SOUGHT: You must complete at least one of the following three tions (17, 18 or 19). If you have a Motor Home, you must also answer # 20. accessful Repair Attempts How many repair attempts for the same problem were made within the first
BAS	Unsu A.	RELIEF SOUGHT: You must complete at least one of the following three tions (17, 18 or 19). If you have a Motor Home, you must also answer # 20. accessful Repair Attempts How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?
BAS	Unsu A.	RELIEF SOUGHT: You must complete at least one of the following three tions (17, 18 or 19). If you have a Motor Home, you must also answer # 20. Inccessful Repair Attempts How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?
BAS	Unsu A.	RELIEF SOUGHT: You must complete at least one of the following three tions (17, 18 or 19). If you have a Motor Home, you must also answer # 20. Accessful Repair Attempts How many repair attempts for the <u>same</u> problem were made within the first 18,000 miles or 24 months, whichever is earlier?
BAS	Unsu A. B.	RELIEF SOUGHT: You must complete at least one of the following three tions (17, 18 or 19). If you have a Motor Home, you must also answer # 20.         Accessful Repair Attempts         How many repair attempts for the same problem were made within the first 18,000 miles or 24 months, whichever is earlier?         Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the same problem.         Problem 1 (Specify)       Fauer Stering locks 00%         Date       Mileage         Work Order #

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Did the problem continue to exist at the end of the fourth attempt? Yes X No

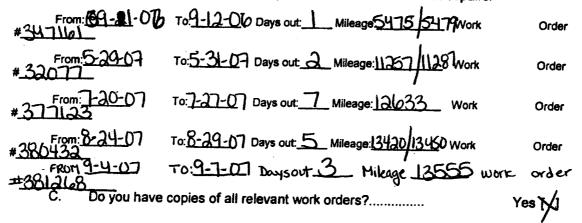
### 18. Days in Shop for Repairs

С.

D.

[]

- A. How many days was the vehicle out of service due to repairs within the first 18,000 miles or 24 months, whichever is earlier?
- B. List the dates, mileage, and repair order numbers for those repairs:



No [ ]

(If yes, attach copies of them. Otherwise, once accepted into the Program, you may request copies from the manufacturer, with the arbitrator's approval, by writing to the Administrator pursuant to Regulation §300.9.)

1

# 19. Refusal to Repair (Note: This question should only be completed if the dealer and the manufacturer refuse to commence repairs.)

۹.	Did you first notify the dealer of the problem for which you are	
	seeking this arbitration?	Yes [

No [ ]

]

<b>B</b> .	lf	yes,	what	problem(s)?

C. What was the date of notification to the dealer?

D. Did the dealer refuse to inspect the vehicle and make whatever repairs were necessary within 7 days of receiving your initial notice of the problem?.. Yes
 [] No[]

- E. If yes, did you notify the manufacturer by certified mail, return receipt requested, of such refusal? (Attach copy of notification with proof of mailing.) Yes [] No []

# 20. If Your Complaint Involves a Motor Home:

- B. If the answer to (A) is yes, prior to this application for arbitration, did you notify the dealer or the manufacturer, by certified mail, return receipt requested, of a defect or condition that was subject to repair at least 2 times, or that the motor

#### HEARING LOCATION

21. Please indicate where you want the arbitration hearing to be held:

[] Albany [ ] Amsterdam Auburn [] Batavia [] Binghamton [] Bronx [] Brooklyn 🔀 Buffalo [] Canandaigua [] Carmel [] Catskill [] Cobleskill ] Corning ] Cortland [] Delhi [] Elmira [] Fort Edward []Geneseo [] Glens Falls [] Goshen

[] Hempstead [] Highland [] Hudson [] Ilion [] Ithaca [] Jamaica [] Jamestown [] Johnstown [] Lake Placid [] Lower Manhattan [] Lowville []Lyons [] Malone [] Monticello [] Montour Falls [] New City [] Niagara Falls [] Norwich [] Ogdensburg [] Olean

[] Oneida [] Oneonta []Oswego [] Penn Yan [] Plattsburgh [] Poughkeepsie [] Rochester [] Saratoga Springs [] Schenectady [] Smithtown [] Speculator [] Staten Island [] Syracuse [] Troy [] Upper Manhattan [] Utica [] Waterloo [] Watertown [] Yonkers

## TYPE OF HEARING AND RELIEF REQUESTED

22. 🕅 Oral (in person)

Documents only (if manufacturer agrees)

[] comparable replacement vehicle

PREVIOUS	ARBITRATION

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-

24.	Α.	Did san	you parti ne proble	cipate in a m(s) for w	ny previo hich you i	ous arbitr now seel	ation for th k arbitration	<b>e</b> า?	Yes[]	No 👧
	В.	if	yes,	what	was	the	пате	of	the	Program?
	C.	Did	you acce	pt the dec	ision of th	ne arbitra	itor?	•••••	Yes	[] No[]
	D.	Did	the manu	facturer c	omply wit	h the de	cision?		Yes	[] No[]
	E.	Date	of Decis	ion:	<u> </u>		(at	tach co	py of dec	cision)
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JOE BASIL CHEVROLET, INC. 5111 TRANSIT ROAD, DEPEW, NEW YORK 14043 Commercial Service: (716) 206-1748 and (16) 206-1716 347161 (716) 683-6800 · www.joebasilchevroit.com 8924776 Goodwrench Goodwrench Service \*INVOICE\* Auto Body Center \_Right, On time. GENUINE CHEVROLET PAGE 2 THANK YOU REPAIR SHOP REG. NO. R5320407 SLOAN, NY BASIL BUS: HOME : SERVICE ADVISOR: 76 DOUGLAS BRADFORD TAG LICENSE MILEAGE IN/ OUT MAKE/MODEL VIN COLOR YEAR 54<u>75/5479</u> 1G1ZS51F36F CHEVROLET MALIBU 06 BL PAYMENT INV. DATE PROMISED PO NO RATE PROD. DATE WARR. EXP. DEL DATE 12SEP06 21:00 12SEP06 VARI CASH 30SEP05 IS STK: J276 DLR: 13-006 R.O. OPENED READY OPTIONS: ENG:2.2 Liter MFI DOHC TRN:MX0 AXL:J276 10:19 11SEP06 14:36 12SEP06 TOTAL LIST NET LINE OPCODE TECH TYPE HOURS (N/C)210IGREN TOTAL LINE C: 0.00 0.00 OTHER: 0.00 0.00 LABOR: PARTS: 5479 PROBLEM RELATED TO P/S MODULE ASSY. SEE REPAIR LINE A \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* D NEW YORK STATE INSPECTION 28 NEW YORK STATE INSPECTION 10.00 10.00 210CNYSI 10.00 0.00 TOTAL LINE D: 10.00 OTHER: PARTS: 0.00 LABOR: 5475 PERFORM NYSI, PASSED STICKER #12307698 INSPECTOR #70L6 \*\*\*\*\*\*\*\*\* \*\*\*\* E\*\* REPLACEMENT RENTAL CAR 1 DAY er de la CAUSE: RENTAL Z7901 REPLACEMENT RENTAL CAR 1 DAY \_(N/C) 2WRENT FC: 98-PART# COUNT: 0 CLAIM TYPE: Ř. AUTH CODE: HEVEOLET MARGER 휳 MT 1 i. ž 0.00 TOTAL LINE E: OTHER: 0.00. 0.00 PARTS: 0.00 LABOR: PUT CUSTOMER IN RENTAL VEHICLE OUE TO EMERGENCY REPAIR \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* \*\*\*\*\* JOE BASH STOPP & ST Just what you're looking for ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAILO PRODUCTS. THE DEALERSHIP UTILIZES THE HOORS PUBLISHED IN THE FACTORY LABOR TIME GUIDE. CHILTON MANUAL AND MOTORS CRASH BOOK, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE. TOTALS DESCRIPTION 10.00 LABOR AMOUNT 0.00 PARTS AMOUNT GAS, OIL, LUBE 0.00 TERMS: STRICTLY CASH OR CREDIT CARD TERMS: STRICTLY CASH OR CREDIT CARD I HEREBY AUTHORIZE THE REPAIR WORK HEREIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. SUBLET AMOUNT 0.00 ENVIRONMENTAL/DEDUCTIBLE 0.00 TOTAL CHARGES 10.00 LESS DISCOUNT 0.00 0.00 SALES TAX PLEASE PAY THIS AMOUNT 10.00 Х

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<ul> <li>Guarantee on</li> <li>Competitive (</li> </ul>	a Selected	on Lifetime Service I Items (see back) Pricine	20e Appr Years Bro		Chuvrolat	PLEASE PAT		and the second of	
a companie (	-p-rmnt	FIGUIS				THIS AMOU	NT	0.00	<u></u>

# **Overallowance/Negative Equity/Incentives Form (Non-Florida)**

Customer:	SR #: 71-571032656	BBB#: NY# NC-652388

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 Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

#### Section 1

Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 17990.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= -500.00
(If positive, look for Overallowance)	

If the Purchase Price is greater than the MSRP but there was no trade-in, have the Dealer explain why the customer paid more than MSRP.

# Section 2

Coolin 2	
Trade Allowance	50.00
(from Bill of Sale)	
Actual Cash Value (ACV)	- 50.00
(from ACV Statement)	
Subtract the ACV from the Trade Allowance	= 0.00
If positive, the Trade Allowance is higher than the ACV of the trade-in. This is Overallowance.	

# Section 3

Trade Allowance	50.00
(from Bill of Sale)	
Payoff on Trade	- 0.00
(from Bill of Sale)	
Subtract the Payoff on Trade from the Trade Allowance	= 50.00
If negative, the Payoff on the Trade is higher that the Trade Allowance. This is Negative Equity.	

Section 4	
Purchase Price	17490.00
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 2000.00
(from BARS and Incentive Acknowledgement sheet)	
Do not include fuel-fill credit or Dealer incentives. GM Card points must be included.	
Overallowance/Negative Equity	- 0.00
(use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger)	
Subtract the Incentives and the Overallowance/Negative Equity from the Purchase	= 15490.00
Price. This is the Actual price of the vehicle that should be presented to the BBB on	
the Agreement to Arbitrate (ATA).	

If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Lead before submitting information to BBB.

Revised 8/02/2007

### Privileged and Confidential Information

#### CASE ASSESSMENT

	By: Giovanna Floreno	State: New Yo	rk
Customer Name:	Service 571032	Request: 71- 656	BBB Case No.: NY# NC- 652388
Vehicle ID No.: 1G1ZS51F36F	In Service Date: 9/30/2005	Vehicle is: New	BAC Code: 115357
Year, Make & Model: 2006 Ch Mileage at Time of BBB Filing:		Vehicle Purchased	Used on: NA at odometer NA
Lien holder: GMAC X Othe DVM Name: Dan Oldham Phone/Cell Number: 716-807	—	Sale Type: Purch CAM Name: Craig Phone Number: 91	•
	VEHICLE REP.	AIR HISTORY	

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

# x Power steering / Low Fuel on radio/ No start

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9/7/2007	381268	4	13,555	Customer states the power steering/ low fuel showed on radio display and none of the gauges will work- intermittent. N1 Repaired wiring. Scanned electronic power steering system for trouble codes. Code U2100, U2105 and U2109 stored. All module communication errors. Obtained service docs #1326540 and #1639360 and 1639352. High speed serial data communication is intermittently open trace circuits 2500 and 2501, TAN and TAN/BLK wires from BCM to power steering control. Found terminal pin tension at BCM connectors loose- re-shape terminals. Traced wiring from BCM to P/S control module. Replace 4 terminal ends at connector #C206. Terminals A4 and B4 both sides. Restore vehicle to original. Clear trouble codes and road tested, problem solved. Customer states the vehicle wouldn't start- no crank- happened five times over the last year. Related to line A. See repair line A.
8/29/07 7/27/07	380432 377123	8	13,450	Customer states that the power steering message is showing on the radio display when driving, advise. See history. Cause: Poor connection. N6628 Wiring and/or connector. Steering /suspension/ ride control repair or replace. Check power steering system for trouble codes U2100, U2105, U2107, U2109. All communication codes. Obtain service doc #1326540. Perform diagnostics with tech stable for communicate with all vehicle modules, BCM, PCM, power steering control. Intermittent condition present. Check connection at BCM, ok. Check connections at power steering control module harness had slight tension due to routing. Reroute harness. Clear DTC's and road test 30 miles. Problem did not occur. Customer states that power steering is binding and at AME time fuel
			-	gauge drops to zero-error reads across the mileage, non of the gauge

				work. Cause; Loose and bad connections at BCM. N4800 Module, computer (control) body replace. Poor connection, re-programmed. Checked out electrical system. Scanned vehicle for codes, many communication codes stored U2100, U2107, U2105, U2109 and B2575. Scanned all data and monitored steering. Checked all power modes and checked for bulletins. Found PI# 1753827 to check connectors at left dash. Checked and secured connector behind dash. Called TAN for assistance due to times in for repair. Checked and secured connectors at BCM. Replaced 2 terminals in C2 connector. Reprogrammed PCM with latest program. <b>TAN case # was 9766833</b> . Road test vehicle several times and was ok and no codes returned.
5/31/07	32077	3	11,287	Customer states intermittently car will not start, turns keys and nothing happens, only gauges light up. Intermittent communications loss. N4800 Module, computer (control) body replace. Started all ok, initial drive, duplicated dash cuts out, codes U0140, U2105, U2103, U2109, U2107, U2100 all related to body module loss of communications replace. Road- tested 2x all ok.
9/12/200 6	347161	2	5,479	Customer states while driving power steering light comes on-0 chime sounds. Cause: Module shorted. E7631 motor and controller assembly, electronic power steering replace. Check power steering system for any DTC's trouble code C0460 stored. Perform diagnostics, strg position signal 1 is 2.45V while sensor 2 is .45V. Internal short in power steering motor/module assy. Replace motor/module assy, re-program and road test problem solved. Customer states when power steering light comes on, fuel gauge goes to empty. See line A. Customer states intermit vehicle will not crank or start- customer turns key and nothing happens. See line A.

### X Steering System

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
5/31/07	32077	*	11,287	Customer states intermittently steering system will lock up and cannot turn safely. Road-tested, all ok.

### Recall/Campaign (Not Related to Other Symptoms/Complaints)

Date: <u>RO #:</u> Days Out: <u>Mileage:</u> Description of Complaint and Repair Performed:

# Verified with customer if the vehicle has ever been involved in an accident? N If yes are the RO's attached? NA

Other

Date: <u>RO #:</u> <u>Days Out</u>: <u>Mileage</u>: <u>Description of Complaint and Repair Performed</u>:

# THE STATE LEMON LAW READS:

Days out of service: 30 days Repairs 4 Time period 24 months / 18,000 miles Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs NA Safety-related time period NA / NA

Number of repair attempts in the presumption period:	5
Total days out of service during the presumption period:	23
Total days out of service during customer's ownership:	23

## Vehicle Meets Presumption of Lemon Law YES

# PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: There are no additional Service Requests documenting customer's concerns Date & Offer/Result: NA

# RECOMMENDATION AND RATIONALE

Reminder: Take into consideration 1) DVM/Svc Manager input 2) if there are any unrepaired defects, and 3) are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

Cust sks: New York State Dispute Resolution hearing

DVM sts:

SVM sts:

CRS Rationale: On 11/05/07 CRS advised Service Manager Jay Thiel, there has been a hearing scheduled to take place at the Center for Resolution and Justice, 625 Delaware Ave, Suite 300 Thrid Floor, Buffalo NY on Tues November 20/07 at 11 am EST

CRS FINAL OFFER:	DATE: {Date}	CUST {Accepted / Declined}
Goodwill: {Type}	Attorney Fees (if app	licable): \$NA

TEAM LEAD APPROVING:	Bridget Cazabon	Date: {Date}

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

\* SES light is to be captured under affected component above.

27U 19B ORDE VIN	EBONY R NO. JJRQ59/TRE 1G2 ZF55 B4 64	STOCK NO	* * * * * * * * * *	100 RENAIS DETROIT VEHICLE II	DTORS COR SSANCE CEI MI 48 NVOICE 2AI	PORATION NTER 8243-1114 D52712740
MODE 2ZF6 AP8 FE9 FX2 K34 LE5 MX0	L & FACTORY OPTIONS 9 G6 - 4CYL SEDAN KEYLESS ENTRY, REMOTE 50-STATE EMISSIONS AXLE RATIO 3.91 CRUISE CONTROL, ELECTH ENGINE, 2.4L HO 4-CYL AUTOMATIC TRANSMISSION PREMIUM VALUE PACKAGE	RONIC DOHC MFI INCLUDES	MSRP 18865.00 N/C N/C N/C N/C N/C 0.00	INV AMT 17450.13 N/C N/C N/C N/C N/C 0.00	RETAIL - INVOICE ( SHIPPED ( EXP I/T ( INT COM ( PRC EFF ( KEYS G20) WFP-F QTH BANK: GM2	STOCK 09/28/05 09/28/05 09/30/05 09/30/05 09/28/05 03 G2003 R OPT-1 AC - 045
	<ul> <li>* (4) 16" PAINTED ALLO</li> <li>*AM/FM STEREO 6 DISC ( (REPLACES STD/OPT/PKO</li> <li>* SUNROOF, POWER TILT</li> <li>CONVENIENCE PACKAGE IN</li> <li>* POWER ADJ BRAKES &amp; A PEDALS</li> <li>* FLOOR MATS, CARPET</li> <li>* CARGO NET</li> </ul>	CD PLAYER G RADIO) & SLIDE NCLUDES: ACCEL.	250.00	207.50		3264 19.3 18760.68 19601.54 21440.00
т43	CUSTOMER DIALOG NETWOP SPOILER PREMIUM PACKAGE DISCOU		225.00	186.75		

TOTAL MODEL & OPTIONS	20315.00	18670.13	ACT 231	18685.68
DESTINATION CHARGE	625.00	625.00	H/B 261	609.45
DEALER CO-OP ADVERTISING		50.79	ADV 261	50.79

MCDONALD PONTIAC-GMC-CADILLAC-OLDSMO \$ 19345.92 INV 2AD52712740 DUE 09/30/05 DEALER 07-525



GENERAL MOTORS BUSINESS RESOURCE CENTER



То:	Attention: Service - Katrina MCDONALD PONTIAC-GMC- CADILLAC-OLDSMOBILE, INC, 5155 STATE ST SAGINAW , M1 = 48603-3712 (989) 790-5155	From:	Paulo M. Salvador GM Business Resource Center iel, 1-866-790-5600 x11824 fax, 1-866-597-4470 paulo_salvador@gmexpert.com
Fax:	989-791-6553	Fax:	866-597-4470
Phone:		Pages:	
Subject:	Request for Documentation	Date:	Wednesday, November 14, 2007

**Comments:** Your assistance in obtaining this information is appreciated, and will assist in the General Motors BRC complete all required documentation and forms to address the BBB claim that the customer has recently filed against General Motors. Thank you again for all your assistance and a prompted reply.









# **FECHNARAE**F&

### GENERAL MOTORS BUSINESS RESOURCE CENTER

#### VIA FAX ONLY

Wednesday, November 14, 2007

ATTENTION: SERVICE - KATRINA MCDONALD PONTIAC-GMC-CADILLAC-OLDSMOBILE, INC. 5155 STATE ST SAGINAW, MI = 48603-3712 (989) 790-5155

Re:

Siebel Request: 71-573086865 2ZF69 -2006 G6 - 4CYL SEDAN VIN # 1G2ZF55B464

Dear SERVICE - KATRINA:

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, leel free to contact me directly at the number below.

Sincerely,

Mr. Paulo M. Salvador GM BRC Customer Relationship Specialist Ph# 866-790-5600, prompt 9, prompt 5, extension 11824 FAX# 866-597-4470 paulo\_salvador@gmexpert.com



GENERAL MOTORS BUSINESS RESOURCE CENTER

# Fax

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Fax:	989-791-6553	Fax:	866-597-4470
Phone:		Pages:	
Subject:	Request for Documentation	Date:	Monday, January 10, 2011

**Comments:** Your assistance in obtaining this information is appreciated, and will assist in the General Motors BRC complete all required documentation and forms to address the BBB claim that the customer has recently filed against General Motors. Thank you again for all your assistance and a prompted reply.



#### GENERAL MOTORS BUSINESS RESOURCE CENTER

#### VIA FAX ONLY

Monday, January 10, 2011

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Re:

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To: 	Paulo Salvador	From:	Trina Taylor	
Fax:	866-597-4470	Pages:	54	
Phone:		Date:	11-15-2007	
Re:		cc:		
X Urger	nt 🛛 For Review	🗆 Please Comment	🗆 Please Reply	Please Recycle

• Comments: per our conversation on 11-14-2007 please review the following pages. If you have any questions please call me 989 790-5155 ext 1103. Thank you.

Line and the second			$(\mathfrak{P})$	W				
	GENERAL MO	FORS BUSINES	S RESOURCE O	CINCER				

#### VIA FAX ONLY

Wednesday, November 14, 2007

ATTENTION: SERVICE - KATRINA MCDONALD PONTIAC-GMC-CADILLAC-OLDSMOBILE, INC. 5155 STATE ST SAGINAW, ML 48603-3712 (989) 790-5155

Re:

Siebel Request: 71-573086865 221769 -2006 G6 - 4CYL SEDAN VIN # 1G2ZF55B464

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Mr. Paulo M. Satvador GM BRC Customer Relationship Specialist Ph/ 866-790-5600, prompt 9, prompt 5, extension 11824 FAX# 866-597-4470 paulo\_salvador@gmexpert.com ALL OF MICHIGAN

# APPLICATION FOR MICHIGAN TITLE & REGISTRATION STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

Purchase Date	10106	DEAL # 60	1 22-43					
061602		Invoice/Stock No.	-	CUST#≀	20662			
Delivery Date		Invoice/Stock No.		ſ	Expires On			
MCDUNALD PONT ( Dealer	GMC CAD OLDS	INC			Month Day	Your	Months	NEW PL
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-2006 G6 - 4CYL SEDAN PONTIAC/GMC DIVISION 27U CRIMSON RED /L4G GENERAL MOTORS CORPORATION 19B EBONY 100 RENAISSANCE CENTER ORDER NO. JJRQ59/T<u>RE</u> STOCK NO. DETROIT MI 48243-1114 VIN 1G2 ZF55 B4 64 VEHICLE INVOICE 2AD52712740 MODEL & FACTORY OPTIONS MSRP INV AMT RETAIL - STOCK 17450.13 INVOICE 09/28/05 2%F69 G6 - 4CYL SEDAN 18865,00 AP8 KEYLESS ENTRY, REMOTE N/C N/C SHIPPED 09/28/05 FE9 50-STATE EMISSIONS N/C N/C EXP 1/T 09/30/05 FX2 AXLE RATIO 3.91 N/C N/C INT COM 09/30/05 K34 CRUISE CONTROL, ELECTRONIC N/C N/C PRC EFF 09/28/05 LE5 ENGINE, 2.4L HO 4-CYL DOHC MFT N/C N/C KEYS XXXXX XXXXX 0.00 WFP-F QTR OPT-1 MXO AUTOMATIC TRANSMISSION 0.00 PCH PREMIUM VALUE PACKAGE INCLUDES 1475.00 1224.25 BANK: GMAC - 045 \* (4) 16" PAINTED ALLOY WHEELS CHG-TO 07-525 \*AM/FM STEREO 6 DISC CD PLAYER (REPLACES STD/OPT/PKG RADIO) SHIP WT: 3264 \* SUNROOF, POWER TILT & SLIDE HP: 19.3 18760.68 GMS : PDD CONVENIENCE PACKAGE INCLUDES: 250.00 207.50 SUPPLR: 19601.54 \* POWER ADJ BRAKES & ACCEL. MRM : 21440.00 PEDALS MEMO 940.75 \* FLOOR MATS, CARPET \* CARGO NET R6J CUSTOMER DIALOG NETWORK 0.00 16.50 186.75 225.00 500.00<del>-</del> T43 SPOILER 1SZ PREMIUM PACKAGE DISCOUNT 415.00-

DO.04000P0596TOTAL MODEL & OPTIONS<br/>DESTINATION CHARGE<br/>DEALER CO-OP ADVERTISING20315.0018670.13ACT 23118685.68<br/>609.45P0546TOTAL<br/>MEMO: TOTAL LESS HOLDBACK AND<br/>APPROX WHOLESALE FINANCE CREDIT<br/>APPROX HOLESALE FINANCE CREDIT<br/>APPROX HOLESALE FINANCE CREDIT<br/>APPROX HOLESALE FINANCE CREDIT<br/>APPROX HOLESALE FINANCE CREDIT<br/>APPLY TO VEHICLE.THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY GMAC.

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT	Seller MCDONALD PONT ( 5155 STATE ST. SPEINCH MI			
Date 84/14/2006	SAGINAW MI 4860 "We," "us," and "our" m		SAGINAW	
SALE; You agree to purchase from us,	its successors	and assigns.	/e, "You" and "yı guarar	our" mean each Buyer above, and Nor, jointly and individually.
SALE: You agree to purchase from us, o Motor Vehicle (Vehicle) and services descri Description of Year 2005	bed below. The Vehicle is a	old in its present cond	tions of this contract a dition, together with the	and security agreement (Contract), the
Motor Vehicle Make PUNTIAC Purchased Model G6	VIN 162ZF: Lic, No./Year []]New [] Us		Othe	r:
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	and performance under th	torms of this or		,,
SECURITY: To secure your payment a accessions, attachments, accessories, a Our interest will not extend to con Contract, or they are installed in or affu- security: proceeds and premium refunds <b>PROMISE TO PAY AND PAYMENT</b> charges accruing on the unpaid balance is a day basis. You	of any insurance and serv TERMS: You promise to	iso assign to us an ice contracts purch pay us the princip	nd give us a security ased with this Contra pat amount of \$1	/ interest in the following collateral
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DOWN PAYMENT: You also agree to pa in the ITEMIZATION OF AMOUNT FINAN our Payment Schedule.				·
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PERCENTAGE RATE The cost of your credit as a yearly rate, credit will	amount the provided a cost you, your	to you or on baid	AL OF PAYMENTS amount you will have when you have made icheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of
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Prepayment: If you pay off this Contract Contract Provisions: You can see the payment before the scheduled date, and <b>AEDIT INSURANCE:</b> Credit life, credit alth), and any other insurance covera puirod to obtain credit and we will not pro- d agree to pay the additional promium. If will obtain it for you (if you qualify for to wo ONLY the coverages you have chose	prepayment retunds and	ponalties.		IOUNT FINANCED
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	GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGMENT
	(excludes Saturn)
	USTOMER NAME: IN: <u>11G121Z1F15151B141614</u>
Cu	stomer Incentive
(Bil	sign the total amount of customer incentive(s) listed to the dealer named below and request that the available customer entive(s) be applied: (a) to the down payment of this vehicle, (b) where permissible by law, as a price reduction l of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or (c) a check be ed in my name by Dealer named below:
	Incentive Program Reference       Amount       GM Incentive Code          \$       MSRP Adjust          \$
	\$
Othe supp a.	er Program Selection (Which may or may not be in lieu of customer incentive programs; for example, Division orted financing/leasing, etc) I elect to receive
Ь.	I elect to receive
-	- CUSTOMER AND DEALER ACKNOWLEDGMENT FOR INCENTIVES AND ONSTAR SERVICE –
a.	<u>Vehicle Incentive Acknowledgment</u> . I am the <u>ultimate retail purchaser or lessee</u> of the vehicle bearing this vehicle identification number, which was sold/leased to me by the Dealer, named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery on $\frac{4}{14}/\frac{14}{14}$ . I acknowledge receipt of incentive(s) as described in Item and release GM Division from any future claim or obligation for incentive(s) on this unit.
	$-$ Is vehicle equipped with OpSter2 $\mathbf{V}_{\rm ext}$
Ъ.	<u>Terms and Conditions Acknowledgment.</u> I acknowledge that I have received the Terms and Conditions under which the OnStar service in my vehicle is provided (copies are available in the vehicle glovebox, from the dealer, at <u>www.onstar.com</u> , or by contacting OnStar as described below).
	I understand that in order to cancel the OnStar service in my vehicle, I must press the blue OnStar button in my vehicle or call 1.888.40nStar (1.888.466.7827) or TTY 1.877.248.2080 and request that my Services be cancelled.
	Purchaser/Lessee Signature: Date://
centivê	rsigned person, as Dealer representative, certifies that the information on this application is true and correct, and the (s) described in Item and the OnStar Terms and Conditions have been provided to the said purchaser/lessee who delivery of the referenced unit-through this dealership, and that properly completed accurate delivery data has been d to General Motors or Saab $\mathcal{C}$ are USA.
is taken	prized Dealer Signature: Anna Cartan Date: <u>4/14/06</u> prized Dealer Signature: <u>DCDonald Portiac</u> Date: <u>4/14/06</u> Dealer Code: 07525

LAGE 07

WO SOLONALD PONTIAC

11/15/2007 15:03:01 HISTORY LISTING 3030 PAGE 1 -----CUSTOMER NAME : SERIAL NO. : 1G2ZF55B464 R.O NO.: 566042 R.O DATE: 08/27/2007 R.O TYPE: S MILEAGE: 30432 ADVISOR NO.: 445 --------JOB NUMBER : 1 OPERATION 02PNZ01 C SALE TYPE : W TECHNICIAN NO(S). 419 COMPLAINT : THE LEFT SUNVISOR COVER IS LOOSE CAUSE : COVER HINGE BROKEN OP. DESC. TRIM CORRECTION : REPLACED LEFT SUN VISOR MIRROR COVER - LIGHTED -WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. C2021 COMMENTS : WAIT R.O NO. : 565751 R.O DATE : 08/20/2007 R.O TYPE : S MILEAGE : 29929 ADVISOR NO. : 4 ADVISOR NO. : 465 JOB NUMBER : 1 OPERATION 08PNZ OP. DESC. \*PERFORMANCE TEST SALE TYPE : W TECHNICIAN NO(S). 5933 COMPLAINT : CUST WENT TO START CAR WOULD NOT CRANK AFTER WAITING 10 MIN CAUSE : UNABLE TO DUPLICATE CHECKED BULLETINS, 02-06-04-015A & 06-06-03-001, NO PROBLEM. WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. J9993 JOB NUMBER : 2 OPERATION 20PNZ SALE TYPE : W TECHNICIAN NO(S). 222 COMPLAINT : G/P LOANER OP. DESC. MISCELLANOUS WARRANTY : CLAIM NO. OPERAT 27911 OPERATION NO. CLAIM NO. OPERATION NO. JOB NUMBER : 3OPERATION 02PNZ01OP. DESC. TRIMSALE TYPE : WTECHNICIAN NO(S). 419COMPLAINT : THE RIGHT SUNVISOR MIRROR COVER WILL NOT STAY OPENCAUSE : COVER WINGE BROKEN CAUSE : COVER HINGE BROKEN CORRECTION : REPLACED RIGHT SUN VISOR COVER - LIGHTED WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. C2020 COMMENTS : JOB 3 WAS A ADD JOB -- CUSTOMER CALLED BACK AND ADDED OK J9993 PER SD 08-22-07 R.O NO. : 564030 R.O DATE : 07/13/2007 R.O TYPE : S MILEAGE : 27123 ADVISOR NO. : 6319 JOB NUMBER : 1 OPERATION 04PNZ01 OP. DESC. \*REAR SUSPENSION SALE TYPE : W TECHNICIAN NO(S). 446 COMPLAINT : SQUEAK, CHIRP SOUND COMING FROM REAR SUSPENSION OVER BUMPS, OP. DESC. \*REAR SUSPENSION ROUGH ROADS-SLOW SPEEDS-HEARD ON ROAD TEST CAUSE : R.T & VERIFY NOISE FROM REAR STABLIZER SHAFT BUSHINGS DRY CORRECTION : REMOVE & CLEAN BUSHINGS & SHAFT.LUBE BUSHINGS & REPLACE R.T.27,123-27,126 OK @ THIS TIME. E4187 1.1 HR WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. E4187 JOB NUMBER : 2 OPERATION 20PNZSR OP. DESC. SHUTTLE RIDE SALE TYPE : W TECHNICIAN NO(S). 222

11/15/2007 15:03:01	HISTORY LISTING	3030 GE 2
WARRANTY :	CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. Z7910	
COMMENTS :	VEHICLE GONE-CLOSE RO, MAIL COPY	
R.O NO. : 5630	087 R.O DATE : 06/25/2007 R.O TYPE : S MILEAGE : 25698 ADVISOR NO. : 6319	
JOB NUMBER : : : : : : : : : : : : : : : : : : :	1 OPERATION 14PNZSSW OF. DESC. SQUEEK STEER WHEE C TECHNICIAN NO(S), 446 RUBBING, SQUEAK SOUND HEARD IN STEERING AT TIMES-RIGHT OR	Ľ
CORRECTION : H	RUBBING, SQUEAK SOUND HEARD IN STEERING AT TIMES-RIGHT OR LEFT TURNS-NOT HEARD THIS AM ON ROAD TEST WITH OWNER, BUT DID HEAR IN PARKING LOT ON RT TURN ONCE R.T. 25698-25710 UNABLE TO VERIFY COMPLAINT NO NOISE HEARD @ THIS TIME	
JOB NUMBER : 2 SALE TYPE · (	2 OPERATION 06PNZ OP. DESC. ELECTRICAL C TECHNICIAN NO(S), 446	
COMPLAINT : ( V CAUSE : ]	ONE FOB WEAK, HAVE TO BE CLOSE FOR ANY FUNCTIONS-OTHER ONE WORKS FROM FAR AWAY-TAPE ON WEAK ONE TEST & VERIFY COMPLAINT, DIAG WEAK BATTERY REPLACE REMOTE BATTERY & TEST OK @ THIS TIME	
JOB NUMBER : 3 SALE TYPE : 0	3 OPERATION 01PNZLOF OP. DESC. GOOD LOF C TECHNICIAN NO(S). 446	
COMPLATAT 1	LUBE OIL FILTER USING GOODWRENCH STANDARD OIL LUBE OIL FILTER COMPLETE	
CORRECTION : E	4 OPERATION 01PNZBT OP. DESC. *BALANCE TIRES C TECHNICIAN NO(S). 446 Balance & Rotate Tires 4 Tires	
JOB NUMBER : 5 SALE TYPE : C	5 OPERATION 04PNZAFE OP. DESC. *ALIGN FRONT END C TECHNICIAN NO(S). 446	
A C	COMPLETED FEA.ADJUST CAMBER & TOE AS NESS TO ALIGN R.T.25698-25710,NOTED SLIGHT TORQUE STEER/TIRE PULL TO LEFT @ SLOWER SPEEDS.	
COMPLAINT : F	6 OPERATION 01PNZFT OP. DESC. *WYNNS FUEL TUNE C TECHNICIAN NO(S). 446 PERFORM WYNNS FUEL TUNE SERVICE Fuel Injectors, Clean All	
JOB NUMBER : 7 SALE TYPE : 0	7 OPERATION 20PNZSR OP. DESC. SHUTTLE RIDE C TECHNICIAN NO(S). 222	
COMMENTS : ]	IN GP LOANER	
R.O NO. : 5601	163 R.O DATE : 04/25/2007 R.O TYPE : S MILEAGE : 21595 ADVISOR NO. : 413	· · · · · · · · · · · · · · · · · · ·
COMPLAINT : C	1 OPERATION 03PNZ01 OP. DESC. BRAKES W TECHNICIAN NO(S). 214 CUSTOMER HEARS A SQUEELING NOISE FROM POSSIBLY THE DEAD REARES	
CAUSE : F	THE REAR BRAKES. ROAD TEST, REAR BRAKES SQUEAKING. BURNISHED PADS, STILL NOISY. INSPECT REAR BRAKES, PADS AND ROTORS GLAZED BAD.	
CORRECTION : I	RESURFACED REAR ROTORS AND REPLACED PADS. OLR: 527" ORR: 53 RLR: 508" RRR: 518" LRO AFTER REFINISH LR:0 RR: 001"	5
WARRANTY : C	CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. H0132	

	HISTORY LISTING PAGE	3030 3
	: OK AUTH B PER SD 04-25-07	
	558434 R.O DATE: 03/20/2007 R.O TYPE: S MILEAGE: 19308 ADVISOR NO.: 445	
JOB NUMBER SALE TYPE COMPLAINT CAUSE	1 OPERATION 14PNZ W TECHNICIAN NO(S). 214 THERE IS A MESSAGE TO SERVICE THE POWER STEERING COMES AND GOES CODE C0460, PERFORMED DIAGNOSES, DIAGNOSED FAULT IN STEERING WHEEL POSITION SENSOR REPLACED STEERING COLUMN, STEERING WHEEL POSITION SENOSR PART OF COLUMN, CLEARED CODE, ROAD TEST, OK	
WARRANTY	CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. E7680	
JOB NUMBER SALE TYPE	: 2 OPERATION 20PNZSR OP. DESC. SHUTTLE RIDE : W TECHNICIAN NO(S). 222	
WARRANTY	: CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. Z7911	
	: JOB 2 WAS A ADD JOB 58292 R.O DATE : 03/16/2007 R.O TYPE : S MILEAGE : 19129 ADVISOR NO. : 445	
JOB NUMBER SALE TYPE COMPLAINT	ADVISOR NO. : 445 : 1 OPERATION 03PNZ01 OP. DESC. BRAKES : W TECHNICIAN NO(S). 214 : THE CUSTOMER IS HEARING BRAKE SQUEEL WHEN STOPPING FROM LOWER SPEEDS. USUALLY UNDER 25 MPH : ROAD TEST, BURNISHED PADS IN, NOISE GONE, ROTORS AND PADS GETTING GLAZED UP	
VARRANTY	CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. H9709	
	2 OPERATION 03PNZ03 OP. DESC. BRAKES I TECHNICIAN NO(S). 214 AFTER THE CAR SITS OVERNIGHT OR FOR A FEW HOURS THE REAR BRAKES WILL GRIND THE FIRST FEW TIMES THERE USED NORMAL WHEN DAMP OUT, REAR PADS AND ROTORS WILL GET LIGHT RUST FILM FROM SITTING, WILL GO AWAY AFTER FEW STOPS	
OMMENTS	WAIT JOB 1 OK TO WARRANTY PER SD 03-16-07	
.0 NO. : 5:	6060 R.O DATE : 01/31/2007 R.O TYPE : S MILEAGE : 15985 ADVISOR NO. : 6319	
OB NUMBER : ALE TYPE : OMPLAINT : AUSE :	1 OPERATION 03PNZ01 OF. DESC. BRAKES W TECHNICIAN NO(S). 214 FRONT BRAKES NOISEY, SQUEAK-ALSO, PULSATE AT 45 MPH, QUICK BRAK ING TO TURN ROAD TEST, FRONT BRAKES SQUEAKING REPLACED FRONT PADS AND RESURFACED ROTORS PER BULLITIN # 05-05-23-010C, OLF 1.000, ORF 1.002, RLF .982	
	RRF 992, LATERAL RUN OUT LF .001, RF .001	

11/15/2007 15:03:01 HISTORY LISTING 3030 PAGE 4 JOB NUMBER : 2 OPERATION 03PNZ03 OP. DESC. BRAKES SALE TYPE : W TECHNICIAN NO(S). 214 COMPLAINT : REAR BRAKES SQUEAK, GRIND WHEN BACKING UP-WORSE IN AM CAUSE : ROAD TEST, REAR BRAKES GRIND AND SQUEAK, DIAGNOSED ROTORS GROOVED AND GLAZED CORRECTION : RESURFACED REAR ROTORS, CLEANED PADS, OLR . 540 ORR .550, RLR .527, RRR .538, LATERAL RUN OUT LR .000.RR .001, ROAD TEST, OK WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. COMMENTS : WAIT JOB 2 OK AUTH B PER SD 01-31-07 R.O NO. : 553212 R.O DATE : 11/30/2006 R.O TYPE : S MILEAGE : 12440 ADVISOR NO. : 6319 JOB NUMBER : 1 OPERATION 06PNZ01 OP. DESC. \*IGNITION SYSTEM SALE TYPE : W TECHNICIAN NO(S). 428 COMPLAINT : ENGINE WILL NOT START-NOTHING CAUSE : INTERMITTENT OPEN IN STARTER. CORRECTION : DIAGNOSED AND REPLACED STARTER. WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. Z5001 553212 T2020 JOB NUMBER : 2 OPERATION 20PNZN SALE TYPE : W TECHNICIAN NO(S). 222 COMPLAINT : 1G2ZG558164 OP. DESC. NATIONAL LOANER CAR WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. 27905 COMMENTS : TOW IN-KREAGER BILL LOANER CAR SHEET OK OVERAGE IN TOW IN CAR WOULD NOT START CUST HAD TOWED HERE FROM MIDLAND SD 11/30/06 NOTE CUST CALLED LATE IN THE DAY AND WAS STRANDED R.O NO. : 548298 R.O DATE : 08/25/2006 R.O TYPE : S MILEAGE : 7090 ADVISOR NO. : 4 ADVISOR NO. : 445 JOB NUMBER : 1 OPERATION 02PNZ01 OP. DESC. TRIM SALE TYPE : W TECHNICIAN NO(S). 419 COMPLAINT : THE LEFT REAR WINDOW MAKES A CLINKING NOISE. PART HERE CAUSE : REGULATOR NOISEY INTERNALY CORRECTION : DIAG AND REPLACED LEFT REAR WINDOW REGULATOR WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. C0383 JOB NUMBER : 2 OPERATION 02PNZ02 OP. DESC. TRIM SALE TYPE : W TECHNICIAN NO(S). 419 COMPLAINT : THE RIGHT REAR WINDOW MAKES A CLICKING NOISE ON THE WAY DOWN CAUSE : REGULATOR NOISEY INTERNALY CORRECTION : DIAG AND REPLACED RIGHT REAR POWER WINDOW REGULATOR WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. C0382 COMMENTS : WAIT 

11/15/2007 15:03:01 HISTORY LISTING 3030 R.O NO. : 547382 R.O DATE : 08/08/2006 R.O TYPE : S MILEAGE : 6561 ADVISOR NO. : 445 PAGE -----JOB NUMBER : 1 OPERATION 02PNZ01 OP. DESC. TRIM SALE TYPE : C TECHNICIAN NO(S). 419 COMPLAINT : THE RIGHT REAR POWER WINDOW MAKES A TICKING NOISE WHEN IT'S GOING DOWN CAUSE : ORDERED REGULATOR JOB NUMBER : 2 OPERATION 22PNZLOF OP. DESC. GOOD LOF SALE TYPE : C TECHNICIAN NO(S). 10 CORRECTION : Express Oil & Filter Change W/ Lube 2.4L 2006 JOB NUMBER : 3 OPERATION 22PNZRT SALE TYPE : C TECHNICIAN NO(S). 10 CORRECTION : Rotate Tires All OP. DESC. \*ROTATE TIRES JOB NUMBER : 4 OPERATION 02PNZ02 OP. DESC. TRIM SALE TYPE : C TECHNICIAN NO(S). 419 COMPLAINT : THE LEFT REAR POWER WINDOW MAKES A TICKING SOUND ON THE WAY UP : ORDERED REGULATOR COMMENTS : WAIT R.O NO. : 544497 R.O DATE : 06/09/2006 R.O TYPE : S MILEAGE : 3561 ADVISOR NO. : 6319 CITY, POLSATES, 35 TO 45 MPH : EXCESSIVE FRONT BRAKE ROTOR THICKNESS VARIATION CAUSED BY CORROSION LF .004" RF .005" OLF 1.023" ORF 1.025" H0127 .9 REFACE BOTH .8 CORRECTION : THERE WAS PULSATION FROM THE FRONT BRAKE WHEN STOPPING. R&R BOTH FRONT BRAKE ROTORS & REFACED. RLF 1.008" RRF 1.011" LF LRO .001" RF LRO .002" WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. H0127 JOB NUMBER : 2 OPERATION 22PNZLOF OP. DESC. GOOD LOF SALE TYPE : I TECHNICIAN NO(S). 126 CORRECTION : Express Oil & Filter Change W/ Lube 2.4L 2006 COMMENTS : WAIT-OWNER HAS FREE GIFT CERT.PER NCS, LOF GONE MAIL R.O NO. : 537360 R.O DATE : 01/24/2006 R.O TYPE : S MILEAGE : 76 ADVISOR NO. : 6319 JOB NUMBER: 1OPERATION 17PNZRSOP. DESC. REMOTE STARTSALE TYPE: ITECHNICIAN NO(S). 126COMPLAINT: INSTALL REMOTE STARTER-251.70CAUSE: INSTALL REMOTE STARTER WOULDN'T WORK ON UNIT<br/>CAUSE NO START CONDISHION REMOVED REMOTE STARTER<br/>HAD PROBLEMS WITH THEFT DETERRENT MODULE.CORRECTION: REPLACE THEFT DETERRENT CONTROL MODULE AND KEYS PER<br/>TACH AT GM REPROGRAMED THEFT DETERRENT CONTROL MODULE. 12605331 TO 12607442

COMMENTS : CHARGE PARTS TO 67D NO LABOR

11/15/2007 15:03:01	HISTORY LISTING	3030
		PAGE 6
R.O NO. : 530778 R. MI	O DATE : 09/30/2005 R.O TYPE : P LEAGE : 5 ADVISOR NO. : 416	
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SALE TYPE : W TECHNIC CORRECTION : NEW CAR PRE	IAN NO(S), 13499 OF DESC. NEW CAR PREP	
WARRANTY : CLAIM NO.	OPERATION NO. CLAIM NO. OPERATION NO. 26999	

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# INVOICE

 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

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# INVOICE

176259 Service (2-

 Service
 (9/28) 1/91-65372

 Service Fax
 (9/89) 1/91-65575

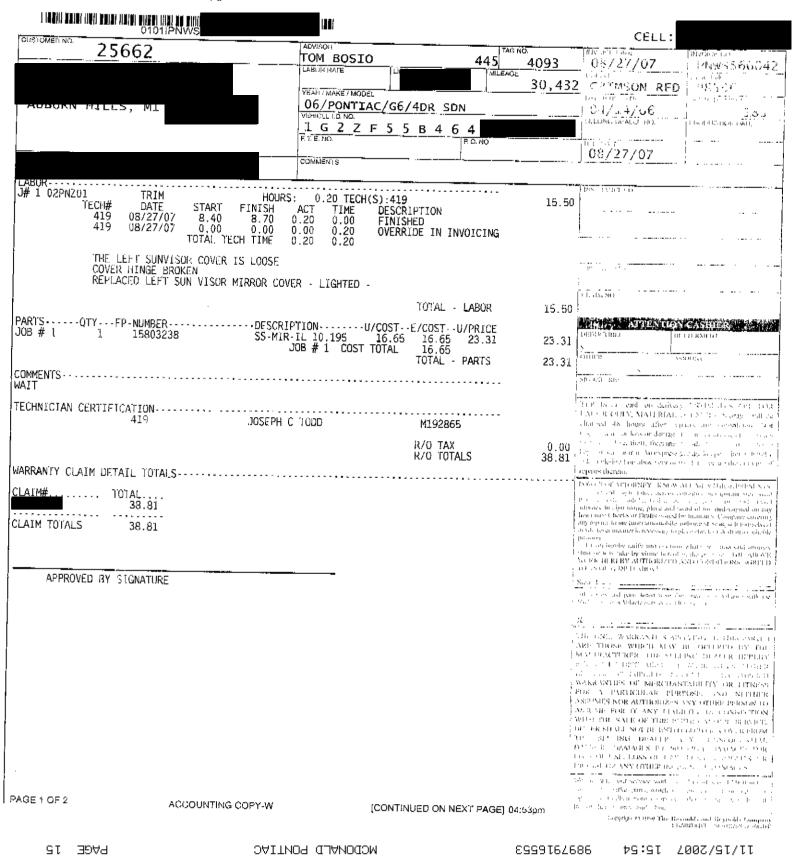
 Bo. 1/3/102
 (9/89) 1/90-60635

 Body Shop Fax
 (9/89) 7/90-60635

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS



McDONALD PONTIAC Cadillac GMC 5155 State Street Saginaw, MI 48603

# INVOICE

176259 See alite (許強的)、近年十四回名 Service Fax (385) 731-3550 Body Shop (989) 790-509\$ Bony Shop Fax (989) 790-008

# WE HONOR ALL MAJOR CREDIT CARDS

# STATE REGISTRATION #F-119564

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Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-5093 Body Shop Fax (989) 790-0082

# WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

ADDITION         Contract	CUSTOMER NO. 25662			TAG NO,		Lange ( all )
29,929     CREMIN HILLS, MY     29,929     CREMING RED     P303/82 (20070707874)       08/00     CREMING RED     P303/82 (2007077874)     CREMING RED     P303/82 (2007077874)       08/00     CREMING RED     P303/82 (2007077874)     P303/82 (2007077874)     P303/82 (2007077874)       09/00     CREMING RED     P303/82 (2007077874)     P303/82 (2007077874)     P303/82 (2007077874)       02/01     CREMING RED     P303/82 (2007077874)     P303/82 (2007077874)     P303/82 (200707774)       02/01     P303/82 (200707774)     P303/82 (20070774)     P303/82 (20070774)     P303/82 (20070774)       02/01     P303/82 (20070774)     P303/82 (20070774)     P303/82 (2007074)     P303/82 (2007074)       02/01     P303/82 (2007074774)     P303/82 (2007074774)     P303/82 (2007074774)     P303/82 (2007074774)       02/01     P303/82 (20070747747747747747747747747747747747747					08/22/07	PNCS56575
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Copyright © 100e The Reynolds and Reynolds Company	COSTOM		CONTINUED ON NEXT	PAGE] 04;55pm	ee of charge - parts and labor.	
ERAINTINVE SFB13763 Q (C			TOON INVED ON NEXT	PAGE] 04:55pm	Copyright © 1998 The Reveald	la mul Romanda atom

6999167986 79·91 Z006/91/11



 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

#### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

#### WE HONOR ALL MAJOR CREDIT CARDS

		anna ia ia ia			INVOICE NO.
25662	STEVEN M DEVOS	465		08/22/07	PNCS565751
	LABOR RATE	MILEAGE	29,929	CRIMSON RED	P8596
	VEAR/MAKE/MODEL 06/PONTIAC/G6/4DR	SDN		04/14/06	DELIVERY MILES
AUBURN HILLS, MI	VEHICLE I.D. NO. 1. G. 2. Z. F. 5. 5. B			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E.NO.	P.O. NO.	•••	B. O. DATL 08/20/07	
	COMMENTS	,l			
TOTALS				INSURANCE CO.	
REPAIRS PROPERLY COMPLETED AND CHECKED BY	TOTAL	LABOR	0.00		11-
AUTHORIZED SIGNATURE	TOTAL	_ PARTS	0.00		
	TOTAL	_ G.O.G _ MISC CHG.	0.00		
	TOTAL TOTAL	MISC DISC TAX	0.00 0.00	APPROVED BY	
	ΤΟΤΑ	L INVOICE \$	0.00	CLAIM NO.	
PLEASE RETAIN ORIGINAL RECEIPT				ATTENTIO	
FOR ANY SERVICE WORK GUARANTEES.				5	ETTERMENT
PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOME	E LIMITED ER PAY REPAIRS			OTHER A	MOUNT
				SKINATURIS	- 419
CUSTOMER SIGNATURE ************************************	TE INVOICE ***	****	****	TERMS are eash on delive LABOR ONLY, MATERIAL charged 48 hours after r responsible for loss or damag in case of the, theft, freezing beyond our control. An expres acknowledged on above eff o repairs thereto. POWER OF ATTORNE'V - KNOT That the andersigned does hereby builting-GMC Collibre-Otherno atomarks to sign more, place and insurance Checks or Druhs issue any repairs to my loar) automoby in whatever insure in accessary 1 position I (w) hereby fully and conf admitted or usy take by vittue here with there insure in accessary 1 position I (w) hereby fully and conf admitted or usy take by vittue here with thereby fully and conf admitted on the second of the with thereby fully and conf admitted of the second of the with the second of the second Michigan Matter White Service a X THE ONLY WARRANTIES ARE THOSE WHICH MA MANUFACTURER. THE S EXPRESS OR INPLED, WARRANTIES OF MERCH ASSUMP FOR IT ANY L WITH THE SALE OF THE MAYER SIALL NOT BE EF THE SIALLING DIALES DAMAGE, DAMAGES TO LOSS OF USE, LOSS OF	IS EXTRA. Storage with a equative are completed. No equative are completed. No equation and the end of the springer keeper's line is hered where the secure the amount of whether the secure the amount of whether the secure the amount of whether the secure the amount of the secure the amount of whether the secure the amount line of the undertained on a line whether equina said atom a here prenises. THE ABON D AND CONDITIONS AGREE in whether equina and atom a here prenises. THE ABON D AND CONDITIONS AGREE in whether equina said atom a here prenises. THE ABON D AND CONDITIONS AGREE in what we applies the said atom a here in the prenises. THE ABON D AND CONDITIONS AGREE in what we applies the said atom a here in the prenises. THE ABON D AND CONDITIONS AGREE in what we applies a said atom a here in the prenises. THE ABON D AND CONDITIONS AGREE is a NO CONDITIONS AGREE (CALL WAREANTICES, EITHI INCLIDING ANY IMPLUE BANTADULTY ON PUTCHER PERSON IABULTY IN CONNECTING IS PARTIS ADDOR SIGNUE ATTICLED TO RECOVER FR IS ANY CONSEQUENTING IS ANY CONSEQUENTING IS ANY CONSEQUENTING IS ANY CONSEQUENTING IS ANY CONSEQUENTING IS ANY CONSEQUENTING IS ANY INFORMATION IS ADDOR SIGNUE IS ANY CONSEQUENTING IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADDOR SIGNUE INFORMATION IS ADD
PAGE 2 OF 2 CUSTOMER COP	γγ [	END OF INVOICE	) 04:65pm	INCOME OR ANY OTHER 3 We guarantee attr service ware escept aftermarket parts, white replacement fails in normal se- free of charge - parts and halos	NCIDIONTAL DAMAGES. k for 12 months of 12,000 m dever comes first. If our repar- rejec within that partial, we'll

McDONALD PONTIAC Cadillac GMC 5155 State Street Saginaw, MI 48603

### INVOICE

176259 Service (989) 791-653Z (989) 791-655<u>0</u> Service Fax Body Shop (989) 790-509 Body Shop Fax (989) 790-008

BODY SHOP REGISTRATION #F-148390

PNWS565751

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STOCK N

BUTTERMENT

ANOUNT

P8596

DELIVERY MILES

PHODUCTION DATE

STATE REGISTRATION #F-119564 WE HONOR ALL MAJOR CREDIT CARDS I IXANI ARINI IYAN XANA NATAR ANA MINANA N Ototipnws568 int the term CUSTOMER NO. CELL: 25662 ADVISOR TAC: NO. NVOICE DATE STEVEN M DEVOS 465 08/23/07 LABON HATE LICENSE NO 8GJQ23 29,929 CRIMSON RED YEAH / MAKE / MODEL DELIVERY DATE AUBURN HILLS, MI 06/PONTIAC/G6/4DR SDN <u>0</u>4/14/06 VLHICLE I.D. NO. 1G2ZF55B464 SELLING DUALER NO F. L. H. NO. : O. I. O. DATE 08/20/07 COMMENTS J# 1 08PNZ NNURANCE CO. \*PERFORMANCE TEST HOURS : 0.30 TECH(S):5933 TECH# 23.25 DATE START FINISH ACT TIME DESCRIPTION 5933 08/21/07 8.40 1.70 11.70 0.00 HOLD OTHER 5933 08/22/07 10.90 10.90 ō.oo 0.00 FINISHED 5933 08/22/07 0.00 0.00 0.00 0.30 OVERRIDE IN INVOICING TOTAL TECH TIME 1.70 0.30 CUST WENT TO START CAR WOULD NOT CRANK AFTER WAITING 10 MIN APPROVED BY WOULD START UNABLE TO DUPLICATE CHECKED BULLETINS, 02-06-04-015A & 06-06-03-001, NO PROBLEM. CLAIMING J# 2 20PNZ MISCELLANOUS HOURS : TECH(\$):222 VITENTION CASHIER TECH# DATE START FINISH ACT TIME DEBUCTION DESCRIPTION 222 222 08/21/07 7.60 7.60 0.00 0.00 FINISHED 08/21/07 0.00 0.00 0.00 0.00 OTHER FINISHED TOTAL TECH TIME 0.00 0,00 G/P LOANER SIGNATURES J# 3+02PNZ01 TERMS are each on delivery. ESTIMATPS ARE FOR LABOR ONLY, MATERIAL IS EXTRA. Surage will be TRIM HOURS: 0.30 TECH(\$):419 ТЕСН# DATE 23.25 START FINISH ACT TIME DESCRIPTION charged 48 hours after repairs are completed. Not 419 08/21/07 15.70 7.20 17.00 NON WORKING FINISHED 1.20 0.00 responsible for loss or damage to ears or articles left in cars 419 08/22/07 8.10 0.50 0.00 in case of fire, their, freezong, accident, or any other enose 419 08/22/07 0.00 0,00 0.30 0.00 beyond our control. An express garage keeper's lien is hereby OVERRIDE IN INVOICING TOTAL TECH TIME 1.70 acknowledged on above car or truck to secure the amount of repairs thereto. THE RIGHT SUNVISOR MIRROR COVER WILL NOT STAY OPEN POWER OF ATTORNEY - KNOW ALL MENTIUSE PRESENTS COVER HINGE BROKEN HOWER OF ATTORNEY - KNOW ALL MENTHUSE PRENENTS That the underslaued does thereby constitute and appoint McDonald Fonti ic-GMC-Cadility-Oldsombile (my (icm) (icm- and havia) intoraye to sign many, place and steal of the nucleosing do in any housenee Checks or Oritis issued by investme Company covering any repairs to my (our) automobile autoorized by myself (ourselves) in whatever manner to necessary to place check or draft in a cashable mostion. REPLACED RIGHT SUN VISOR COVER - LIGHTED TOTAL - LABOR 46.50 PARTS-------U/COST\_--E/COST\_-U/PRICE Paratura. 1 Web hereby ratify and confirm whatever action said attorney shall of may take by virtue bareof in the premises. THE ABOVE WORK HERFEY AUTHORIZED AND CONDITIONS AGREED. 1 15803238 SS-MIR-IL 10.195 16.69 JOB # 3 COST TOTAL 16.65 16.6523.31 23.31 TO AS OUTLINED ABOVE. 16.65TOTAL - PART'S Signed -23.31 All ophilis and parts loted were floor-field in compliance with the Michigan Motor Vehicle Service and Rapas Act. MISC ----- CODE ----- DESCRIPTION ----.....CONTROL NO. JOB # 2 JOB # 2 61 PONTIAC RIDE HOME 61 PONTIAC RIDE HOME 5.00 Χ. 5.00 THE ONLY WARRANTIES APPLYING TO THIS PART(S) TOTAL - MISC 10.00 ARE THOSE WHICH MAY HE OFFERED BY THE MANUFACTURER THE SELLING DEALER HEREBY EXPRESSLY DISCLAMS ALL WARRANTIES, ETHER COMMENTS - - - -JOB 3 WAS A ADD JOB -- CUSTOMER CALLED BACK AND ADDED OK J9993 PER SD 08-22-07 EXPRESS OR IMPLIED, INCLUDING ANY IMPLICO WARRANTIES OF MERCHANTABILITY OR FUNESS TECHNICIAN CERTIFICATION FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO 479 JOSEPH C TODD ASSUME FOR IT ANY UTABILITY IN CONNECTION M192865 WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM R/O TAX 0.00 THE SELLING DEALER ANY CONSLQUENTIAL R/O TOTALS 79.81 DAMAGE, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USP, LOSS OF TIME LOSS OF PROFITS, OR INCOME OR ANY OTHER INCUSIONTAL DAMAGES. We guarantee our service work for 12 months or 13,000 miles, except aftermarket parts, whichever comes first. If our repair or PAGE 1 OF 2 replacement fails in normal service within their period, we'll fix it ACCOUNTING COPY-W [CONTINUED ON NEXT PAGE] 04:55pm free of charge - parts and labor. Copyright © 1890 The Reventee and Reyarder Company ERAINTINVE SF613753 © (00/04)

77/J2/2007 J2:54



176259 Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-5098 Body Shop Fax (989) 790-008

#### STATE REGISTRATION #F-119564 BC

BODY SHOP REGISTRATION #F-148390

	ALL MAJOR CREDIT CARDS	Him dan sang				ATION #F-1483;
CUSTOMER NO.					CELL:	
			/05	465 <sup>1AG</sup>	INVOICE DATE 08/23/07	PNWS56575
		-		MILEAGE 29,929	CRIMSON RED	STOCK NO. P8596
AUBURN	HILLS, MI	06/PONTIAC/G	6/4DR SDN		DELIVERY DATE 04/14/06	DUTIVERY MILES
		1G2ZF5		4	SELLING DEALERING.	PRODUCIUON DATE
		ET.E.NO.		O. NO.	8.0.DATE 08/20/07	·
		COMMENTS		<b>—</b> ———————————————————————————————————	00720707	· /
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CLAIM# 565751	TOTAL 79.81					
LAIM TOTALS					,	
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					APPROVED BY	
APPROV	ED BY SIGNATURE				CLAIM NO	·
CS AUDIT SL	IP DCS_DATA_FILE: GMGMWF.726	·····			ATTENTION	CASHIPO
	08/23/2007 WARR 0746	ANTY NEW CLAIM				TERMENT
	RÓ NUMBER RO DA'ľE VIN 565751 08/20/2007 1G2ZF5584		ODOMETER S	ERVICE ADVISOR #	GUILLA AM	OUNT
	CUSTOMER NAME: FIRST;		29929		SIGNATURGS	
	LAST:	MIDDLE - PHONE ; WORK :	но		TERMS are eash on delivery.	ESTIMATES ARE FO
	LN JOB CT CC PC PART-NO. TO 1 01 OE	T-PTS FC LABOP	LHRS OHRS NE	T-AMT. LAB-TOT. ]	LABOR ONLY, MATHRIAL IS charged 48 hours after repa	its are completed. N
	LN-TOT: 23-25 TECH SSN	AUTH CODE:	.3 AUTH_	AUTHOR.:	responsible for loss or damage to in case of fire, theft, freezing, a beyond our control. An express go	centent, or any other cause
·	COMMENTS: CUST WENT TO START CA DUPLICATE CHECKED BULLETINS.02	06-04-015A - 06-06-0	3-001,NO PROBL		acknowledged on above car or m repairs thereta.	uelt to sective the amount of
	LN JOB CY CC PC PART-NO. TOT 2 03 0J 1 15803238	F-P7S FC LABOP ( 23-31 10 C2020	HRS OHRS NET	/*////. LAD*/V/, j	POWER OF ATTORNEY - KNOW A that the undersigned door hereby cot	istitute and asmoint McDanat
	LN-TOT: 46.56 TECH SSN: COMMENTS: THE RIGHT SUNVISOR MI		.3 AUTH,	AUTHOR : 23.25	Politic Cinter California Attempts ite automety to algo mane, place and ste fostigance Checks of Drudy issued by	may (our) true and lavely and of the nucleosigned on as / Insurance Commons reserve
	E BROKEN IGHT SUN VISOR COVER - LIGHTED	NON COVER WILL NOT 3	STAT OPEN	REPLACED R	ory repairs to my (one) attomobile an in obstaver manner is necessary to ply usiding.	shorized by myself (orrestve, ave check or draft in a easiable
	141 305 OM	-PTS FC LABOP L			1 (we) hereby railly and confirm dail or may take by virtue hereof in WORK HPR/DY AUTHORIZED A	n the meanaized (PDD) ADMAN
	3 02 MJ LN-TOT: 10.00 TECH SSN:	<u>27911</u>		10.00	TO AS OUT LINED ABOVE.	SUCCOMPLETIONS ACTURED
	10,00 Tean 1311	UTH CODE:			All repairs and parts based were fair Meltigat Motor Vehicle Service and Re-	ii-lied in comptiance with in- man Act.
*****	****** DUPLICA	ΤΕ ΙΝΥΟΙCΕ	R.O. TOTAL:	79.01	x	
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					EXPRESS OF INPLIED, INC. MARRANTES OF MERCIAN	TABILITY OR FITNES
				1	OR A PARTICULAR PURI ASSUMES NOR AUTHORIZES A ASSUME FOR IT ANY LIATH	ANY OTHER PERSON TO
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				1 	THE SELLING DEALER A DAMAGE, DAMAGES TO PROP	NY CONSEQUENTIA PERTY DAMAGES FOR
					OSS OF USE, LOSS OF TIME, NOME OR ANY OTHER INCOM	
				ت ا	to guarantee our service work for sept alternarket parts, whichever	comes first. If our repair or
AGE 2 OF 2	ACCOUNTING COPY-W	1	END OF IN		placement thils in portral service w ee of charge - parts and labor.	
					Copyright & 1999 The Rey ERA	nadde nad Bryandda Congan NNTINVE - SF6 19759 O (0620



 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

CUSTOMER NO.							CELL	
	25662		JIM SCHMID	-	6319	C 240	07/13/07	PNCS564030
			LABOR BATE		MILEA	27,123	COLOH	STOCK NO.
AUBURN HI	LLS. MT		06/PONTIAC/		 DN		DELIVERY DATE 04/14/06	DELIVERY MILES
_	,		1 G Z Z F				SELLING DEALER NO.	185 PRODUCTION DATE
			F.T.E.NO.	<u> </u>	P. O. NO.		ALO, DATE 07/13/07	
R			COMMENTS	<i>.</i>			07/13/07	_ <u></u> ,
D	RIFT NUIS	ID COMING FROM REA SPEEDS-HEARD ON R SE FROM REAR STABL	R SUSPENSION ÖVEL OAD TEST IZER SHAFT BUSHII	R BUMPS, NGS		WARRANTY	INSURANCE CO	
ĸ	EMOVE & CLEAN BU .T.27,123-27,126 4187 1.1 HR	ISHINGS & SHAFT.LU OK @ THIS TIME.	BE BUSHINGS & RE	PLACE			APPROVED BY	
J# 2 20PNZSR	SHUTTLE R	IDE HOURS	: TECH(S):	222		WARRANTY	CLAIM NO	
				TOTAL	- LABOR	0,00	ATTENTO	N CASHER
MľŠC•••••CODE• JOB # 2	61 PONTIAC	TON	••••••••••	CONTROL NO.				BETTERARIN'I
				TOTAL		WARRANTY 0.00	OTHER 0	MOUNT
COMMENTS VEHICLE GONE-CL	OSE RO, MAIL COP	Y		• •	••••		SIGNATURES	· · · · · / ALMA.
			J BOVIER	M18121			TRRMS are eash on delive LABOR ONLY, MATERIAL charged 48 hours after ra	IS EXTRA: Storage will be
TOTALS		•••••••••••••••••••••••••••••••••••••••					responsible for loss or damage in case of fire, then, treezing	to cars or articles left in ours
	Y COMPLETED AND			TOTAL LAG			beyond our control. An express netwowledged on above car or	garage keeper's lien is hereby
	AUTHORIZED S.	IGNATURE		TOTAL PAR TOTAL SUE TOTAL G.C TOTAL MIS TOTAL MIS TOTAL TAX	RTS BLET D.G GC CHG. BC DISC	0.00 0.00 0.00 0.00 0.00 0.00	reparts thereto, POWLR OF ATTORNIEY - KNOW That the underslighted dates hereby fourther-GMC challhas-didestuck autority to algebraic, place and fusarance Checks or Dracho isongd any repairs to my (our) automobile in whatwar number is meansary to pastion.	contribute and appoint McDanald life my (our) true and having stead of the undersigned on any by fusurance Company envering authorized by myself (ourselver) place check or draft fit a ensirable
				TOTAL IN	VOICE \$		I (we) hereby ratify and contin- shall or pay take by virtue hereo WORK JEREBY ALTHORIZED.	in whitever action said attorney f in the premises, THE ABOVE ANO CONDITIONS AGREED
PLEASE RETAIN O FOR ANY SERVICE	RIGINAL RECEIPT WORK GUARANTEES	5.					TO AS OUTLINED ABOVE. Signed	
ARTS DESIGNATE	D WITH AN ASTERI	SK_(*)_INDICATE L	IMITED			ſ	All repairs and parts tistart ware i Michigan Motor Vehicle Service and	urnished in comptiance with the Repair Act.
IFETIME SERVIÇ	E GUARANTEE APPL	IES FOR CUSTOMER	PAY REPAIRS			-	<u>x</u>	
CUSTOMER	SIGNATURE	DUPLICATE	INVOICE	*****	****	*******	THE ONLY WARRANTIES A ARE THOSE WHICH MAY MANUFACTURER, THE SE AWRESSED DISCLAIMS AT EXPRESS OF IMPLIED IN WARRANTIES OF MERCILLS (OR A PARTICULAR PUT VISUMES NOR AUTHORIZE) OSSIMES NOR AUTHORIZED SUME FOR IT ANY ELA SUME OR ALT OF THE SELLING DYPER SITULE, NOT HE ENT FRE SELLING DEALER DAMAGE, DAMAGES TO HE NOTOME OR ANY OTHER INC MEDITALIS OF SERVICE WHICH	BE OFFERED BY THE LUNC DEALER HERBY I WARANTES, EITHER CLUDING ANY INPLIED INTABLITY OR FITNERS REOSE, AND NEITHER SARY OTHER PERSON TO BUILTY IN CONNECTION ARTIS) AND/OR SLRVICE, TED TO RECOVER FROM ANY CONSEQUENTIAL DEPROFTY, DAMAGES FOR IEL LOSS OF PROFITS, OR RDEN DA DAMAGES. # 12 months of 12,000 miles.
AGE 1 OF 1		CUSTOMER COPY		END OF	INVOICE ]	r	scept altermarket parts, whichey opiacement talls in normal servic ree of charge - parts and labor Gogyight © 1998 The n g	or comes first. If our repair or c within that period, we'll fix a cyanida and Boyandia Company MAINTINVE SPECTURE (1960)

T1/12/2001 12:24 2832316263



176259 Service (989) 791-6537 Service Fax (989) 791-6556 Body Shop (989) 790-5093 Body Shop Fax (989) 790-008

#### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS.

			CELL:	
CUSTOMER NO. 25662	JIM SCHMIDT	6319	07/16/07	PNWS564030
	LABOH HATE	MILEAGE 27,123	CRIMSON RED	втоск NO. Р8596
	VLAH / MAKE / MODEL 06/PONTIAC/G6/4DR	SDN	04/14/06	
AUBURN HILLS, MI	1 G 2 Z F 5 5 B		SELLING DUALEH NO.	
	F.T.E.NO.	(P. Q. NO.	07/13/07	
RECORDE FLOME	COMMENTS			
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446 07/13/07 13.00 14.20 446 07/13/07 0.00 0.00	) 0.00 1.10 OVERRIDE ]	IN INVOICING		
TOTAL TECH TIME			APPROVED IN	
SQUEAK,CHIRP SOUND COMING FROM ROUGH ROADS-SLOW SPEEDS-HEARD C R.T & VERIFY NOISE FROM REAR ST	IN ROAD TEST		CLAIM NO	
DRY REMOVE & CLEAN BUSHINGS & SHAFT	LUBE BUSHINGS & REPLACE		AFTENTIO	
R.T.27,123-27,126 OK @ THI\$ TIN E4187 1.1 HR	IE .		>	ETTERNUNG
J# 2 20PNZSR SHUTTLE RIDE HO TECH# DATE START FINISH	DURS: TECH(S):222 H ACT TIME DESCRIPTIO	ÖN	<u> </u>	
222 07/13/07 8.40 8.40 222 07/13/07 0.00 0.00	0 0.00 0.00 FINISHED		SIGNATORES	
TOTAL TECH TIME			LABOR ONLY, MATERIAL charged 48 hours play p	ery, ESTIMATES ARE FOR IS EXTRA, Storage will be opairs are completed. Not
	ΤŎ	TAL - LABOR 85.2	4 responsible for loss or damage in case of fire, theft, freezing	e to cars or articles left in cars a needent, or any other cause
MISC CODE DESCRIPTION	CONTROL	NÖ5.0	set nowledged on above chi in	a gamge keeperk hen is hereby r uruch to seeme the amount of
JOB # 2 61 PONTIAC RIDE HOME		TAL • MISC 5.0	0 POWER OF ATTORNEY - KNOW They the undergoined does hereby	WALL MENTELING PRESENTS, y construct and appoint MeDonald
COMMENTS			attorney to sigh ballie, place and biomenous titled s or Drafis bour	hile my journ area and lawad a stead of the undersequed on only d by Insurgace Company descript
			set whatever sectioner is meetskary -	le authorizent by meach (conserver) o place check or dran ura coshebie
446 RAY	MUNU J BOVIER	101214	<ul> <li>shall or new take by write here works in REBY AUTHORIZE</li> </ul>	inn whatever agroup said attorney and in the pressives. THE AHOME 2D AND CONDITIONS AGREED
		0.0 TAX 0.0 0 TQTALS 90.2	24 Signed	
WARRANTY CLAIM DETAIL TOTALS			All repairs and parts fixed were Michigan Motor Whate Service an	e furnoshed in compliance with the od ReportAct
CLAIM# TOTAL 90.24			X	APPENING TO THIS PART(S)
CLAIM TOTALS 90.24			ART THOSE WORCH M7 MANUFACTURES, THE S	AY BE OFFERED BY THE GLEING DEALER HEREBY
			TAPRESS OR DEPUD. WARRANTIES OF MERCI	ALL WARRANTUS, ETHUR INCLUDING ANY IMPLED DANTABILITY OR FUTNESS
			TOR A PARTICULAR ASSUMUS NOR ADTHORD	PORPOSE: AND INFERTION ZES ANY OTHER PURSON TO
APPROVED BY SIGNATURE			WITH THE SALE OF THE BUYER SHALL NOT BUILD	TABILITY IN CONNECTION 8 parties) and or service. STITLED TO RECOVER BROM
			THE SELLING DEALER DAMAGE DAMAGES TO	R ANY CONSIQUESTIAL PROPERTY, DAMAGES FOR UMP, LOSS OF PROFITS, OR
			INCOMP OR ANY OTHERS	INCIDENTAL DAMAGES. (k for 12 months or 12,000 toiles)
			escept altermarket parts, which replacement thils in normal set	evice within that period, we'll fix u
PAGE 1 OF 2 ACCOUNTING COP	Y-W [CONTINL	JED ON NEXT PAGE] 04:55pm	free of ghorge - pure, and false	6 In: Beyonds and Reyonds Compo SEAN INVE SHILLING O 1060



176259 Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-509 Body Shop Fax (989) 790-008

### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

25662		CHMIDT	iAG	NO.		INVOICE NO.
		LICENSE	6319 Mileag		07/16/07	PNWS564030
		E / MODEL	IQ23	27,123	CRIMSON REC	P8596
AUBURN HILLS, MI	VERICLE LD.	NTIAC/G6/4	· · · · · · · · · · · · · · · · · · ·		04/14/06	
	ETTENO	2 <u>F5</u> 51	<u>4 6 4</u>		TI, O, DATE	PRODUCTION DATE
	COMMENTS		^	,	07/13/07	
CUSTOMER NAME: F LAST: 1 01 NU LN-TOT: 85,24 COMMENTS: SQUEAK FY NOISE FROM RE LEAN BUSHINGS LN JOB CT CC PC 2 02 MJ LN-TOT: 5,00	WARRANTY NEW CLA TE VIN 2007 1G2ZF55B464 TRST: PHONE PART-NO. TOT-PTS FC TECH SSN: AL CHIRP SOUND COMING FROM RE AR STABLIZER SHAFT BUSHINGS SHAFT.LUBE BUSHINGS - REPLA PART-NO. TOT-PTS FC PART-NO. TOT-PTS FC SHAFT.LUBE BUSHINGS - REPLA	V DEALER ODC 07525 27 MIDDLE: WORK: E4187 1.1 JTH CODE: AR SUSPENSION DRY CCE R.T. LABOP LHRS Z7910 TH CODE: R.O.	METER SERVICE A 123 HOME: OHRS NET-AMT. LJ AUTH. AUTHOR. OVER BUMPS. RR. REN OHRS NET-AMT. LA 5.00 AUTH. AUTHOR. TOTAL: 90.2 *****	AB - TOT, 85.24 - VERI 10VE - C B - TOT, 4 **********************************	SPHER     S      SPHER     S      RENATURES      RENATURE      RENATU	CONDITIONS ARE FOR STRA Storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be sufficient of the storage will be su
GE 2 OF 2 ACCO	UNTING COPY-W	! ENI	OF INVOICE 104:	in a second second second second second second second second second second second second second second second s	profiteronaries parts, whichever a centerit fails in normal service w of charge - parts and labor. Copyright © 1998 The factor	comes first at our words and

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71/J2/2002 J2:24



 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

# WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

CUSTOMER NO. 25662				CELL:	
		6319		06/25/07	PNCS563087
	YEAR / MAKE / MODEL	MILEA	<sup>™</sup> 25,698	CRIMSON RED	STOCK NO
AUBURN HILLS, MI	06/PONTIAC/G6	4DR SDN			DELIVERY MILLS
				SELLING DEALER NO.	
	F. T. E. NO.	P.O.NO.		Ri O. DATE	·
	COMMENTS			06/25/07	<u> </u>
LABOR- J# 1 14PNZSSW SQUEEK STEER WHEEL HOURS RUBBING.SQUEAK SQUND MEARD IN STEE LEFT TURNS-NOT HEARD THIS AM ON RC DID HEAR IN PARKING LOT ON RT TURN R.T. 25698-25710 UNABLE TO VERIFY HEARD @ THIS TIME	RING AT TIMES RIGHT		0.00	INSURANCT. LC.	
J# 2 06PNZ ELECTRICAL HOURS ONE FOB WEAK, HAVE TO BE CLOSE FOR WORKS FROM FAR AWAY-TAPE ON WEAK O TEST & VERIFY COMPLAINT, DIAG WEAK REPLACE REMOTE BATTERY & TEST OK @	ANY FUNCTIONS OTHER (	ONE	<u>39.0</u> 0	APPROVED IN:	
J# 3 01PNZLOF GOOD LOF HOURS LUBE OIL FILTER USING GOODWRENCH S' LUBE OIL FILTER COMPLETE	TEQUARY AND		10.00	<u>s</u>	CASHIER FTERMENT
J# 4 01PNZBT *BALANCE TIRES HOURS: Balance & Rotate Tires 4 Tires	1.00 TECH(S):446		39,95	SUGNATURES	······
J# 5 04PNZAFE *ALIGN FRONT END HOURS:	1.00 TECH(S):446		45 05	TERMS are eash on delivery	ESTIMATES ARE FOR
COMPLETED FEA.ADJUST CAMBER & TOE A R.T.25698-25710.NOTED SLIGHT TORQUE TO LEFT @ SLOWER SPEEDS.				I ADOR ONLY, MATTERIAL 6 charged 48 hours after rep responsible for loss or damage n in case of fire, their, freezing, n beyond our control. An express g	sins are completed. Not . (cars or articles left in cars condent, or may other cause (from learney) from to booster.
J# 6 01PNZFT *WYNNS FUEL TUNE HOURS: PERFORM WYNNS FUEL TUNE SERVICE Fuel Injectors, Clean All	1.00 TECH(S):446		57.26	acknowledged on above ear or in reputrs thereto. POWER OF ATTORNEY - KNOW A that the inderstated does hereby on	LI. MÉNTHESEPRESENTS.
J# 7 20PNZSR SHUTTLE RIDE HOURS:	TECH(S):222		0 00	Contractor (MCC Cultilland Ottombridge attorney to sign manner place and she attorney to sign manner place and she attorney Checks or Drafts usual by My repairs to my (our) automobile an	ad of the indersigned of any fostivatice Company covering
•		TOTAL - LABOR	100 00 10	a whenever indimen is necessary to ple osition. I (we) hereby ratify and confirm http://wei.bareby.ratify.and.confirm.	teo chock or draft in a cashidde
PARTS	10.485 R 1.836	••••UNIT PRICE- 9.13 6.00 37.38	9.13	hall or may take by virtue hereaft h WORK HEREDY AUTHORIZED AN O AS OUTHINED ABOVE. igwed	the prenses THE ALOO <u>R</u> SD CONDITIONS ACREED
3.0.G. & SUPPLIES		TOTAL · PARTS	37.38 52.51	nemgan kroter veniet, Service and Re	blied in compliquée with the bait Net
3.0.G. & SUPPLIES JOB # 3 5.0 1 QT OIL @ JOB # 3 1.0 RECYCLING FEE-SERVICE @ MISC CODE	1.970 /UNIT 1.500 /UNIT	TÓTAL - GOG	9.85 $\stackrel{\text{T}}{\overset{}{1.50}}$ $\stackrel{}{\overset{}{1.35}}$	RE ONLY WARRANTLYS APP RE THOSE WHICH MAY I LANTHACTURER, THE SELL XPRESELY DISCLAIMS ALL	US OFFERIO RY THE NG DEVER HERBRY WARRANTIES DUPIDD
MISCCODEDESCRIPTION DOB # 4 32 SHOP SUPPLIES SERVICE DOB # 5 32 SHOP SUPPLIES SERVICE DOB # 6 32 SHOP SUPPLIES SERVICE			4.00 FO 4.60 A	ACREAS OR INPUED, INCL. WRANTIES OF MERCHANT DR A PARTICULAR PURP SSUMES NOR AUTHORIZES A SSUME FOR AT ANY FARB	UDING ANY IMPLIED ABILITY OR FITNESS OSE, AND NEITHER NY OTHER PERSON TO OTY IN CONNECTION
\$TIMATE		FOTAL - MISC	14.33	ITTE THE SALE OF THIS PAR IYER SHALL NOT BE ENTITE	IS) AND/OR SERVICE SECONDER MANA
USTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$276.00 (+TAX)		·····	07 1.0 1.0	MAGE, DAMAGES TO PROP 288 OF URF, LOSS OF TIME, COMPOR ANY OTHER INCOM	Y CONSEQUENTIAL BRTY, DAMAGES FOR LOSS OF PROFITS, OR L INTAL DAMAGES,
PAGE 1 OF 2 CUSTOMER COPY	[CONTINL	JED ON NEXT PAGE] 05	Can Can	gliamnice one service work for 1 opt alternicidor parts, whichever c Recisent fails in normal service wi o of charge - parts and lator. Copyright & 1998 The Recis	annes first. If data septir or this that period, we'll the a

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Service(989) 791-6537Service Fax(989) 791-6550Body Shop(989) 790-5093Body Shop Fax(989) 790-0082

# WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

OUS TOMER N	25662		DVIEQH		TAG		CELL:	
	-9002	<b>T</b>	IM SCHMID	r(	5319		06/25/07	PNCS563087
		YL	AR / MAKE / MODEL		MILEAGE	25,69	8 CRIMSON REC	STOCK NO
AUBUR	NN HILLS, MI		6/PONTIAC	G6/4DR SDN			04/14/06	DEUVERY MILES
				558464			SELLING DEALER NO.	PRODUCTION DATE
F				P.	0. NO.		06/25/07	······································
H			MMLNTS				_ 00/23/0/	
IN GP LO							INSURANCE DO	
TECHNICIA	AN CERTIFICATION							·
	446	RAYMOND J	BOVIER	M181214	• • • • •			
			· · • • • • • • • • • • • • • • • • • •			<b>.</b>	· · · · · · · · · · · · · · · · · · ·	
REPAIRS P	ROPERLY COMPLETED #	AND CHECKED BY		TOTAL LABOR		192.16	APPROVED BY	
••••••	AUTHORIZED	D SIGNATURE		TOTAL PARTS		52.51	CLAIM NO	
				TOTAL G.O.G. TOTAL MISC C		11.35		
				TOTAL MISC D	NSC	14.33	DEDUCTORUT DE	CASHER
						4.69	<u>s</u>	
PLEASE RE	TAIN ORIGINAL RECEI	PT				275.04	SkiNATURES	
	ERVICE WORK GUARANT							
LIFETIME S	IGNATED WITH AN AST SERVICE GUARANTEE A	ERISK (*) INDICATE LIMI PPLIES FOR CUSTOMER PAY	TED				TERMS are eash on delivery LABOR ONLY, MATERIAL I	S EXTRA Stream will be
		COSTONER PAT	KEPA1K2				charged 48 hours after rep responsible for loss or damager	wirs are completed. Not
CUS	TOMER SIGNATURE						beyond our control. An expression	accident, or any other cause
*******	*************	DUPLICATE 1	INVOICE	******	*******	*****	repairs therein.	ruck to second the amotor of
							FOWER OF ATTORNEY - KNOW / That the undersigned does horoby ou	
						1	Pontine GMC data the phone of the phone of the sign trained phase and ap to sign trained phase and ap to sign trained to the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of the phase of t	end of the undersigned on any
							In whatever maturer is necessary to pl	aco check or draft in a cashable
							I two) hereby rady and confirm shott or may rake by virtue hereof 1 WORK HEREBY AUTHORIZED A DESCRIPTION AUTHORIZED A	
							TUAS OUTLINED ABOVE.	ND CONTRINING ACTORD
							All repairs and parts fisted were for- dehigan Mator Vehicla sarvice and R.	tailed in compliance with the
							K	pair Agi.
							HE ONLY WARRANTIES APP	CONG TO THIS (ART(S)
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						13	XPRESSIN DISCLAMIS ALL XPRESS OR TAIPLIED DICT.	1001NEC ABOV INDUM IN
							ARRANTLES OF MERCHANS OR A PARTICULAR PURP SSUMES NOR AUTHORIZES A	SOST AND MERICUM
							SSUME FOR PLANY LIAR	CEM INCOMMENDATION AND INCOME.
						T	OYER SUALE NOT BE ENTITE. UP SELUNG DEALER AN	ED TO RECOVER FROM
						1.0	DSS OF USE, LOSS OF TIME.	ERTY, DAMAGES FOR
							COME OR ANY OTHER INCIDE	ENTAL DAMAGES.
AGE 2 OF 2						ier ier	e guarantee our service work for 1 cept alternarker parts, whichever e slacement thils in normal service wa	satura first ll'ota consistent
		CUSTOMER COPY		[ END OF INVO	ICE ] 05:00	0pm ∫™	e of charge - parts and labor.	1
							EBA	ehis and (Granelide Company NTINVE (Stutistical Granelia)
52	PAGE	PONTIAC	MCDONALD		З	997626	.86 ÞS:ST 2	1002/91/11



Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-5093 Body Shop Fax (989) 790-0082

WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

CUSTOMER NO. 25662	ADVISQFI		1AG N		CELL:	
23002			413		04/25/07	PNCS56016
	YËAR / MAKE / MO	]	MILEAGE	21,595	CRIMSON RED	STOCK NO
AUBURN HILLS, MI	06/PONT	IAC/G6/4DR SD	N		DELIVERY DATE	DELIVERY MILES
		F 5 5 B 4 6			SELLING DEALER NO.	PRODUCTION DATE
	F. Y. E. NÖ.		P. O. NO.		H. O. DATE 04/25/07	
	COMMENTS		<u>.</u>		04/23/07	<u> </u>
LABOR J# 1 03PNZ01 BRAKES					INNURANCE CO.	
CUSTOMER HEAR	A SQUEELING NOISE FROM POSSIBLY			WARRANTY	· · · · · · · · · · · · · · · · · · ·	
ROAD TEST, REA	AR BRAKES SQUEAKING. BURNISHED PA	DS. STILL				
RESURFACED REA	AR BRAKES SQUEAKING, BURNISHED PA TREAR BRAKES, PADS AND ROTORS GL AR ROTORS AND REPLACED PADS, OLR: 5-518" LRO AFTER REFLATSH LP.0 PD	AZED BAD. .527" ORR: .535				
VEN: DVO KKK;		:.001"			APPROVED BY	
PARTS OTV TO MUNICIPA		TOTAL ·	LABOR	0.00	CLAIM NO.	
JOB # 1 1 1524325	4 DESCRIPTION DESCRIPTION PAD KIT 5.017	UNIT	PRICE	MADDANTY		
		IOIAL -	PARTS	WARRANTY 0.00	NUTENTION DEDUCTIBLE BE	C NSHIFTR
COMMENTS OK AUTH B PER SD 04-25-07					5	OUNT
TECHNICIAN CERTIFICATION						
214	DANIEL J SCHLICKER	M144175	5			
			· · · · · · · · · · · · · · · · · · ·		TERMS are cash on delivery LABOR ONLY, MATERIAL I	S EXTRA, Storage will be
REPAIRS PROPERLY COMPLETED		TOTAL LABO	R	0.00	charged 48 hours after rep. responsible for loss or damage u	sirs are completed. Not
AUTHORIZE	D SIGNATURE	TOTAL PART	ET	0.00	in case of fire, theft, freezing, a beyond our control. An express g acknowledged on above car or tr	amue keener's lien is heestw
		TOTAL G.O. TOTAL MISC	CHG.	0.00 H	repairs thereto. POWER OF ATTORNEY - KNOW A	
		TOTAL MĪŠČ TOTAL TAX	DISC	0 00 1	That the undersigned does hereby co. Pontine-GMC-Cadillac-Oldsmobile	methode and appoint McDonald my (our) true and lawfal
		TOTAL INV	OICE \$		that into undersigned does hereby co. Pontine-OMC-Cadillae-Oldsmobile diarray to sign haine, place and sa insurance Checks or Diarts issued by iny repairs to my (our) automobile ap- bilintermetric (our) automobile ap-	
PLEASE RETAIN ORIGINAL RECEI FOR ANY SERVICE WORK GUARANT			-	j,	is whitever mainer is necessary to planship. Multion.	ace check or draft in a cashable
					WORK HEREBY AUTHORIZED A	a the premises, THE ABOVE ND CONDITIONS AGREED
ARTS DESIGNATED WITH AN AST IFETIME SERVICE GUARANTEE A	APPLIES FOR CUSTOMER PAY REPAIRS			Ŀ	iigned	
				Ĩ.	MI ropairs and parts listed were fart Siehigen Motor Vehiele Sarvice and Re	ished in compliance with the pair Act.
CUSTOMER SIGNATURE					<	
********	DUPLICATE INVOI	CE *******	*****	1 ^	HE ONLY WARRANTIES APP. BE THOSE WHICH MAY I	HE OFFERED BY THE
				N H	AANUFACTURER, THE SELL WPRESSLY DISCLAIMS ALL	ING DEALER HEREBY WARRANTUS, EITHER
				Li U	XPRESS OR IMPLIED, INC). ARRANTIES OF MERCHAN	UDING ANY IMPLIED TABILITY OR FITNESS
				1	OR A PARTICULAR PURI SSUMES NOR AUTHORIZES A SSUME FOR IT ANY HARI	NY OTHER PERSON TO
				1 %	SSUME FOR IT ANY LIABL ATH THE SALE OF THIS PAR OVER SHALL NOT BE ENTITE	T(S) AND/OR SERVICE.
				[ T.	HE SELLING DEALER AT AMAGE, DAMAGES TO PROT	NY CONSEQUENTIAL
				1.0	DSS OF USE, LOSS OF TIME, COME OR ANY OTHER INCID	LOSS OF PROFITS, OR
				W	e guarantee our service work for I copt alternarket parts, whichever (	2 months or 12,000 miles.
AGE 1 OF 1	CUSTOMER COPY	( END OF II	NVOICE ] 02:4	10	placement fails in normal service w	ithin that period, we'll fix it
		"			Copyright @ 1998 The Reyu Effe	ndde and Kryndde Company WUNVC SF618753 O (08/04)
PAGE 26	DANTE PONTIAC	WC	Э	9976268	4 T2:27 36	002/91/11



176259 Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-509 Body Shop Fax (989) 790-008

#### STATE REGISTRATION #F-119564

**BODY SHOP REGISTRATION #F-148390** 

WE HONOR ALL MAJOR CREDIT CARDS

1				CELL:	
25662	GENERAL ADVISOR	x 413	TA	INVOICE DATE 04/26/07	INVOICE NO. PNWS560163
	LABOR RATE	MIL	EAGE 21,595	CRIMSON RED	втоск NO. Р <b>8596</b>
AUBURN HILLS, MI	VEAR / MAKE / MODEL 06/PONTIAC/G6/4	DR SON		DELIVERY DATE	DELIVERY MILES
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	VEHICLE I.D. NO. 1 G Z Z F 5 5			SELLING DEALEH NO.	PHODUGTIÓN DAI'É
	H.T.E.NO.	P. O. NO.		04/25/07	
	COMMENTS				
214 04/25/07 0.00 0.00 0	ACT TIME DESCRIF L.00 0.00 FINISHE D.00 2.20 OVERRIE			INSURANCI CO.	
	1.00 2.20				
CUSTOMER HEARS A SQUEELING NOISE FF THE REAR BRAKES. ROAD TEST, REAR BRAKES SQUEAKING. E				APPROVED BY	
NOISY. INSPECT REAR BRAKES, PADS AN RESURFACED REAR ROTORS AND REPLACED	ND ROTORS GLAZED BAD. D PADS. OLR:.527" ORR:	. 535		CLAIM NO.	
RLR:.508" RRR:.518" LRO AFTER REFIN	NT2U FK:0 KK:'001.	TOTAL - LABOR	170.48	DEDUCTINCE HE	CASHIER PTERMENT
ARTSQTYFP.NUMBERDESCRIF	TIONU/COSTE	COST ·· U/PRICE		B OTHER AF	
OB # 1 1 15243254 PAC KI	5.017 48.50 DOB # 1 COST TOTAL	48.50 67.90 48.50		SKINATURES	
OMMENTS K AUTH B PER SD 04-25-07		TOTAL • PARTS	67.90 -	TERMS are cash on deliver, LABOR ONLY, MATERIAL charged 48 hours after re- responsible for loss or damage	IS EXTRA. Storage will b pajes are completed. No
ECHNICIAN CERTIFICATION	SCHLICKER	M144175	-	in case of fire, theft, freezing, beyond our control. An express acknowledged on above car or	accident, or any other caus gatage keeper's lien is horeb
		R/O TAX	0.00	repairs thereto. POWER OF ATTORNEY - KNOW	ALL MENTHESE PRUSENT
ARRANTY CLAIM DETAIL TOTALS		R/O TOTALS	238.38	Thus the undersigned does bereby a Pontiae-GMC-Cadillue-Oldsmobi unoraxy to sign name, phace and Insurance Checks or Drafts issued any repairs to my (our) automobile	emotitute and appoint McDona- ile my (out) true and lowf stead of the undersigned on a by Insurance Company covers authorized by myself (conceive
TOTAL 238.38				in whitever mainer is necessary to position. I (we) hereby ratify and confir	m whatever notion said abora
LAIM TOTALS 238.38				shall or may take by virtue hered WORK MEREBY AUTHORIZED TO AS OUTLINED ABOVE. Signed	AND CONDITIONS AGREE
				All repairs and parts listed were I Michigan Motor Vehicle Service and	furnished in compliance with t I Repair Act.
APPROVED BY SIGNATURE				X THE ONLY WARRANTIES A ARE THOSE WHICH MAN MANUPACTURER. THE SE EXPRESS OR IMPLIED. IN WARRANTIES OF MERCIL FOR A PARTICULAR PI ASSUMES NOR AUTHORIZE ASSUME FOR IT ANY LI WITH THE SALE OF THIS BUYUR SHALL NOT BE ENT THE SELLING DEALER DAMAGE, DAMAGES TO F LOSS OF USE, LOSS OF THE NAME, OR ANY OTHER IN Wo guarantee buy service work accept aftermarket parts, which	(A) BE OFFERED BY TH (LLING DEALER HEREB (LL WARRANTES, EITH) (CLUDING ANY IMPLE ANTABULITY OR FITNES (RROSE, AND NEUTH ESS ANY OTHER PERSON THE DATE OF CONNECTION ABILITY IN CONNECTION ANY CONSEQUENTIA ANY CONSEQUENTIA ANY CONSEQUENTIA (CLUENTAL DAMAGES) (CLUENTAL DAMAGES) (
PAGE 1 OF 2 ACCOUNTING COPY-W	[CONTI	INUED ON NEXT P.	AGE) 02:49pm	replacement fifts in normal serv. free of charge - parts and labor.	lee within that period, we'll fit Reynalds and Reynaids Com ENAMITINVE SP\$13783 G (0

T1/12/2004 12:24 2832316223



176259 Service (989) 791-6537 Service Fax (989) 791-6556 Body Shop (989) 790-509 Body Shop Fax (989) 790-008

#### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

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I GUS I OMERINO.	11113300103	ADVISOR		TAR 410	CELL:	
25662			ISOR		04/26/07	PNWS560163
		YEAR / MAKE / MODEL		21,59		етоск NO. Р8596
AUBURN HILLS, MI		06/PONTIAC/	G6/4DR SDN		04/14/06	DELIVERY MILLS 185
		1 G 2 Z F 5	5 <u>5</u> 846	4	BELLING DEALER NO.	PRODUCTION DATE
		F. T. Ę. NO.		P. O. N.C.	04/25/07	
		COMMENTS				i
CUSTOMER NAME LAST: LN JOB CT CC 1 01 NV LN-TOT: 238 COMMENTS: CUS	WARRANTY DATE VIN 25/2007 1G2ZF55B464 ; FIRST: FIRST: PC PART-NO, TOT-PT	90 00R01 H0132 MUTH CODE NG NOISE FROM POS PADS. STILL NOIS R527" ORR535	21595 HILLING OHRS NI 2.2 B AUTH SIBLY THE REJ INSPECT REJ R.O. TOTAL:	AR BRAKRESURFACED	S     GTHER     S     SIGNATURES     SIGNATURES     SIGNATURES     TERMS are eash on delivery,     LABOR ONLY, MATERIAL II     charged 48 hours after rep     responsible for loss or dumings to     the charged 48 hours after rep     responsible for loss or dumings     beyond our control, An express g     acknowledged on above car or tr     repairs thereto.     POWER OF ATTORNEY - KNOW A     That the undersigned does horeby co     pondue-GNC-Cadiller-Oldenobile     infuture Checks or Drafts issued     pondue-GNC-Cadiller-Oldenobile     infuture thereof is necessary to pl     pondue-GNC-Cadiller-Oldenobile     institute on y (our) automobile a     in withown mature is necessary to pl     pondue-GNC to all (see the hereof	ERMENT OUNT RSTIMATES ARE FOR S EXTRA, Storage will be itrs are completed. Not o cars or uniques left in cars crident, or any other cruse arage keeper's flen is hereby tek to secure the amount of LL MENTHESE PRESENTS. Methode and appoint McDonaides into any other cruse and of the dindensigned on any (Instrate Company sovering thorized by myself (Donacires) we check or duff in a cashable whatever action sold attorney in the promises. THE ABOVE ND CONDITIONS AGREED inshed in compliance with the quir Act.
PAGE 2 OF 2					MANUFACTURER, THE SELL EXPRESSION DISCLAIMS ALL EXPRESSION DISCLAIMS ALL EXPRESSION INCLUDING WARRANTIES OF MERCHAN FOR A PARTICULAR FUR, ASSUMES NOR AUTHORIZES / ASSUMES FOR IT ANY LIABI WITH THE SALL OF THIS PAI BUYER SHALL NOT BE UNTIT THE SELLING DEALTRE A DAMAGE, DAMAGES TO PRO LOSS OF USE, LOSS OF TIME, INCOME OR ANY OTHER INCE WE guinnice our sofolio work for except afformative puts, whilelever replacement fails in normal service of	WARRANTIES, EITHER JUDING ANY IMPLIED TABILITY OR FITNESS 'OSE, AND NEITHER NY OTHER PERSON'TO LITY IN CONNECTION RT(S) AND/OR SUBVICE, ED TO RECOVER FIGM NY CONSEQUENTIAL DERTY, DAMAGES FOR LOSS OF PROFITS, OR PENTAL DAMAGES, 12 months or 12,000 niles, comes first. If our repair or
	ACCOUNTING COPY-W		[ END OF I∱	NVOICE ] 02:49pm	free of charge - parts and latter. Copyright in 1999 The Rey UH	and Reynolds Congrany INTINVE SF613753 Q (06/04)



Service(989) 791-6537Service Fax(989) 791-6550Body Shop(989) 790-5093Body Shop Fax(989) 790-0082

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

		A 75/10/2010		_		CELL:	
25662		ADVISOR		4 5		03/23/07	INVOICE NO. PNCS558434
		LABOR RATE	LICENSE NO	MILEAGE 19.	308	CRIMSON RED	STOCK NO.
AUBURN HILLS, MI		YEAR / MAKE / MODEL 06/PONTIAC/	G6/4DR SDN			DELIVERY DATE 04/14/06	DELIVERY MILES
			558464			SELLING DEALER NO.	
PERIDENCI PURIS		F. T. E. NO.	P. O. N	o.		03/20/07	
		COMMENTS			1	03/20/07	1.1.107
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PARTSQTYFP-NUMBER- JOB # 1 1 1592687	0 DESCRIPT	[ION	······UNIT PRIC	E -			BETTERMENT
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	AC RIDE HOME		TOTAL - MISC	WARRA WARRA 0		ABOR ONLY, MATERIAL	ry. ESTIMATES ARE FOR IS EXTRA. Storago will be
COMMENTS				•••	70	sponsible for loss or damage	epairs are completed. Not to cars or articles left in cars , accident, or any other cause
TECHNICIAN CERTIFICATION					L D	eyond our control. An express	s garage keeper's lien is hereby
214	DANIEL J	SCHLICKER	M144175		re	pairs thereto,	ALL MENTHESE PRESENTS. constitute and appoint McDonald
TOTALS			· · · · · · · · · · · · · · · · · · ·	•••••	17 Pe au	ant the undersigned does hereby intine-OMC-Cadillac-Oldenois laracy to sign name, place and	constitute and appoint McDanald ile my (our) true and lawful stead of the undersigned on any
REPAIRS PROPERLY COMPLETED A			TOTAL LABOR TOTAL PARTS	. 0	.00	surance Checks or Drafts Estied by (opans to my (our) automobile	by Insurance Company covering authorized by mysolf (ourselves) place check or draft in a cashable
AUTHORIZED	) SIGNATURE		TOTAL SUBLET TOTAL G.O.G. TOTAL MISC CHG	. 0 . 0		witten. 1 (wo) hereby ratify and config all or may take by virtue herea ORK MEREBY AUTHORIZED	m whatever action said attorney f in the premises. THE ABOVE AND CONDITIONS ACTRIPED
			TOTAL MISC DISC TOTAL TAX	C Ó	no l'	S AS OUTLINED ABOVE.	
			TOTAL INVOIC		M	Fepales and parts listed were f Gligan Motor Vebicle Service and	training in compliance with the Repair Act.
PLEASE RETAIN ORIGINAL RECEI FOR ANY SERVICE WORK GUARANT	PT			-• •.	_  ×		
PARTS DESIGNATED WITH AN AST LIFETIME SERVICE GUARANTEE A		1ITED AY REPAIRS			AT M. EX EX EX EX	C THOSE WHICH MAY ANUFACTURER, THE SEL (PRESSIM DISCLAIMS AL (PRESS OR IMPUED, IN RRANTIES OF MERCHA RRANTIES OF MERCHA R A PARTICULAR PO	PPLYING TO THIS PART(S) BIL OFFERED BY THE LLING DEALER HEREFY L WARRANTIES, EITHER CLUDING ANY IMPLIED NTABILITY OR FITNESS RPOSE, AND NEITHER
CUSTOMER SIGNATURE	DUPLICATE	INVOICE	*********	******	**   48   48   48   40   10   10	SUMES NOR AUTHORIZES SUME FOR IT ANY LIA TH THE SALL OF THIS P IYER SHALL NOT BE ENTH E SELLING DISALER MAGE, DAMAGES TO PT MAGE, DAMAGES TO PT SS OF USE, LOSS OF TIM COME OR ANY OTHER DAG	3 ANY OTHER PERSON TO BILITY IN CONNICTION ART(IS) ANUOR SIEVICE TLED TO RECOVER FROM ANY CONSEQUENTIAL IOPERTY, DAMAGES FOR E, LOSS OF PROPIES, OR
PAGE 1 OF 1	CUSTOMER COPY		I END OF INVOI	CE ] 02:50pm	ека гер	of charge - parts and labor.	
6Z 3944		WCDONYFD 60		1023	6268		2007/91/11



176259 Service (989) 791-653Z Service Fax (989) 791-6550 (989) 790-509 Body Shop Body Shop Fax (989) 790-008

### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

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25662	ADVISOR	TAG NO.	CELL:	
23002		445 3840	03/26/07	PNWS558434
	YEAR / MAKE / MODEL	19,30		стоск но. Р8596
AUBURN HILLS, MI	06/PONTIAC/G6/4DR_SDA	N	DELIVERY DATE 04/14/06	
	1 G Z Z F 5 5 B 4 6	4	SELLING DEALER NO.	PRODUCTION DATE
HESIDENCA PHONE		P. O, NO.	B. O. DATE 03/20/07	
	COMMENTS			
214         03/23/07         13.30         16.00         2           214         03/23/07         0.00         0.00         0           TOTAL TECH TIME         2           THERE IS A MESSAGE TO SERVICE THE P         COMES AND GOES         CODE C0460.PERFORMED DIAGNOSES.DIAG           FAULT IN STEERING WHEEL POSITION SE         REPLACED STEERING COLUMN.STEERING W           OF COLUMN.CLEARED CODE.ROAD TEST.OK         WITH ADJUSABLE PEDALS           J# 2+20PNZSR         SHUTTLE RIDE         HOURS:           TECH#         DATE         START         FINISH           222         03/23/07         10.10         10.10         0           222         03/23/07         0.00         0.00         0         0           PARTS         TECH TIME         1         15926870         COLUMN 6	ACT TIME DESCRIPTION 0.50 0.00 HOLD PARTS 2.20 0.00 FINISHED 0.00 2.00 OVERRIDE IN INV 2.70 2.00 POWER STEERING NOSED NSOR HEEL POSITION SENOSR PART ACT TIME DESCRIPTION 00 0.00 FINISHED 00 0.00 FINI	ABOR 154.98 /PRICE 286.48 286.48 PARTS 286.48 SARTS 286.48 01ISC 10.00 S 0.00 S 451.46	ALPROVED BY  CLAIM NO.  DEDUCTIVUL: BUT  CLAIM NO.  DEDUCTIVUL: S  OTHER AM  S  SKÖNATURES  TFRMS are cash on delivery. LABOR ONLY, MATERIAL IS  s  SKÖNATURES  TFRMS are cash on delivery. LABOR ONLY, MATERIAL IS  s  scharged 48 hours after repr responsible for less or damage to in case of fire, thelt, freezing, a  acknowledged on above car or tr repairs thereto. POWER OF ATTORNEY - KNOW A  s  scharged 49 nours after repr responsible for less or damage to in case of fire, thelt, freezing, a  acknowledged on above car or tr repairs thereto. POWER OF ATTORNEY - KNOW A  repairs there on the transmission of the state of the the undergined does and se instraince Checks or Dista housed by position. I (we) horeby ratify and confirm fold an Matter Veneld Sovice and the WORK HEREY ATTORNEZED A  TO AS OUTLINED ABOVE. Signed  AB repairs and parts listed were form Mobilgan Mater Veneld Sovice and the X  THE ONLY WARKANTIES APPINCH MAY E  MANUFACTURER. THE SELLI WARRANTIES OF MERCHANY EASUMES NOR AUTHORIZED A  TOR A PARTICULAR PURP LED, INCL WARTH THE SALF, OF THIS PAR BUYER SHALL NOT BE ENTITE	ESTIMATES ARE FOR ESTIMATES ARE FOR SEXTRA. Storage will be time are completed. Null cars or articles left in cars seident, or any other enuse arage keepor's lien is hereby tek to secure the amount of LL MRN'THESE PRESENTS. Instruct Compony Evening therized by anyael' (uurselves) we there or duit in a cashable whatever actions and abovery the premises 'THE ABOVE ND CONDITIONS ACKLED WARGANTES, EITHER UDING ANY IMPLIED WARGANTES, EITHER UDING ANY IMPLIED WARGANTES, EITHER UDING ANY IMPLIED VARIANTIES, EITHER NY OTHER PERSON TO CITY IN CONNECTION T(S) AND/OR SERVICE, ED TO RECOVER FROM
APPROVED BY SIGNATURE			DAMAGE, DAMAGES TO PROF LOSS OF USE, LOSS OF TIME, INCOME OR ANY OTHER INCID	ERTY, DAMAGES FOR LOSS OF PROFITS, OR INTAL DAMAGES
PAGE 1 OF 2 ACCOUNTING COPY-W	(CONTINUED ON NE)		We guarantee our service work for 1 seept aftermarket parts, whichever e ephasement fails in normal service w ree of charge - parts and labor. Copyright © 1668 The Raya	omes first. If our repair or
			ENA	NTINVE SF013763 O (08/04)

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## INVOICE

176259 Service (989) 791-653Z Service Fax (989) 791-655C Body Shop (989) 790-509 Body Shop Fax (989) 790-008

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

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USTOMER NO.	25662				TAG			INVOICE NO.
	,			LICENSE NO.			03/26/07	PNWS558434
			YEAR / MAKE / MODEL			<u>19,308</u>		втоск NG. Р8596
AUBURN	HILLS, MI		06/PONTIAC		í		04/14/06	DELIVERY MILES
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							03/20/07	
S AUDIT SL	·							
	DCS DATA FILE: 03/26/2007 0816 RO NUMBER RO D. 558434 03/20 CUSTOMER NAME: LAST: LN JOB CT CC PC 1 01 WR 1 LN-TOT: 441.46 COMMENTS: THERE PERFORMED DIAGN	WARRANT ATE VIN /2007 1G2ZF55B464 FIRST: PART-NO. TOT-P 15926870 286 5 TECH SSN: IS A MESSAGE TO SI 0SES.DIAGNOSED FAI 0SES.DIAGNOSED FAI TEERING WHEEL POS PART-NO. TOT-PT	48 CD460 E7680 AUTH CODE ERVICE THE POWER JLT IN STEERING W ITION SENOSR PART IS FC LABOP 98 Z7911 98 Z7911 AUTH CODE	5 19308 LHRS OHRS N 2.0 AUTH STEERING COMES HEEL POSITION LHRS OHRS NE : AUTH. R.O. TOTAL:	AUTHOR :	TOT. 54.98 C0460 ACED S TOT. TT TT LA TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT TT LA Content TT Content TT TT LA Content TT TT LA Content TT Content TT Content TT Content TT Content TT Content TT Content TT Content TT Content Content TT Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content Content C	THER AMO S TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES TONATURES	EERMENT DUNT ESTIMATES ARE FOR EXTRA. Storage will be EXTRA. Storage will be failed to any other cause age keepory lien is hereby ident, or any other cause age keepory lien is hereby ident, or any other cause age keepory lien is hereby ident of the undersigned on any psorance Company covariag orized by myself (ourselves) red of the undersigned on any psorance Company covariag orized by myself (ourselves) batever action and altorney lie promises. THE AUCVE batever action and altorney lie promises. THE AUCVE batever action and altorney lie promises. THE AUCVE batever action and altorney lie promises. THE AUCVE D CONDITIONS AGREED batever action and altorney lie promises. THE AUCVE D CONDITIONS AGREED D CONSEQUENTIONS SI AND/OR SERVICE, D TO RECOVER FROM CONSEQUENTIAL EV D DARGOVER FROM CONSEQUENTIAL
E 2 OF 2	ACCC	DUNTING COPY-W		[ END OF IN\	OICE ] 02:50	We ge	MARE OR ANY OTHER INCIDEN- amunico our service work for 12 afformarket parts, whichever cor ameta fulls in normal service with fedurgo - parts and labor. Gopying to 1998 The Rayani	TAL DAMAGES, months or 12,000 miles, mea flext. 0 our repair or in this portiod, we'll fix it
TE 35	PAG	DAITN	ИСДОИНГД БО		23	3976Z688		00Z/ST/TT



Service(989) 791-6537Service Fax(989) 791-6550Body Shop(989) 790-5093Body Shop Fax(989) 790-0082

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STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

<sup>сивтомен №</sup> . 25662		ADVISOR		TAG NO.		
23002		TOM BOSIO	4	45	03/16/07	PNC5558292
				MILEAGE 19,12	COLOR	втоск NO. Р8596
AUBURN HILLS, MI		VEAR / MAKE / MODEL 06/PONTIAC	G6/4DR SDN		DELIVERY DATE	DELIVERY MILES
		VEHICLE J.D. NO.	558464		BELLING DEALER NO.	PRODUCTION DATE
		F.T.E.NO.	<u>, , , , , , , , , , , , , , , , , , , </u>	o	A D. DATE	
,F		COMMENTS			03/16/07	
LABOR						
	LIS HEARING BRAKE SQUEEL PEEDS. USUALLY UNDER 25 RNISHED BADS IN NOISE CO			WARRANTY	INSURANC'E CO.	
	R SITS OVERNIGHT OR FOR	A FEW HOURS THE	EREAR	INTERNAL		
RUST FILM FRO	DAMP OUT, REAR PADS AND R DM SITTING, WILL GO AWAY	AFTER FEW STOPS	LIGHT		CLAIM NO.	
COMMENTS			TOTAL - LABO	R 0.00	DEDUCTIBLE DUT	CASHIER TERMENT
WAIT JOB 1 OK TO WARRANTY PER S			***************		OTHER AMI	OUNT
TECHNICIAN CERTIFICATION					SIGNATURES	
214	DANIEL J	SCHLICKER	M144175		TERMS are each on delivery.	ROTA AND A DECTOR
TOTALS					LABOR ONLY, MATERIAL IS charged 48 hours after repa	EXTRA. Storage will be
REPAIRS PROPERLY COMPLETED			TOTAL LABOR	. 0.00	responsible for loss or damage to in case of fire, theft, freezing, as	cars or articles left in cars
AUTHORIZ			TOTAL PARTS	. 0.00	beyond our control. An express ga acknowledged on above car or tru	upun kaopan's line in breaker i
			TOTAL G.O.G. TOTAL MISC CHG.	0.00	repairs thereto. POWISE OF ATTORNUS - KNOW AL	
			TOTAL MISC DISC	0,00	Populate GMC-Cadillage Outcome in	stitute and appoint McDonaid
			TOTAL TAX		arrorney to sign name, place and sign insurance Checks or Orarts issued by my repairs to my (our) automobile dat	Insurance Company covering
PLEASE RETAIN ORIGINAL RECI	C T D''		TOTAL INVOIC	E\$ 0.00	In whatever manner is necessary to pla position. 1 (we) hereby railly and confirm y	ee check or draft in a cashabic
OR ANY SERVICE WORK GUARA	NTEES.				WORK HEREBY AUTHORIZED AN	
PARTS DESIGNATED WITH AN AS	STERISK (*) INDICATE LIM	ITED			TO AS OUTLINED ABOVE.	
LIFETIME SERVICE GUARANTEE	APPLIES FOR CUSTOMER PA	Y REPAIRS			All repairs and parts listed were furni Michigan Motor Vehicle Service and Rep	ished in compliance with the puir Act
					x	
CUSTOMER SIGNATURE	DUPLICATE	INVOICE	*****		THE ONLY WARRANTIES APPL ARE THOSE WHICH MAY H MANUFACTURER, THE SELLT EXPRESS OR IMPLIED, INCL- WARRANTIES OF MERCHANT FOR A PARTICULAR PURP. ASSUMES NOR AUTHORIZES AI ASSUME FOR IT ANY LIABIL WITH THE SALE OF THE PART BUYER SHALL NOT BE ENTITLE THE SELLING DEALER AN DAMAGE, DAMAGES TO PROP. OSS OF USEL LOSS OF TIME, I NCOME OR ANY OTHER INCIDE	II OFFERED BY THE NG DEALER HEREDY WARRANTIES, EITHER UDING ANY (MPLIED ADILITY OR FITNESS OSE, AND NEITHER NY OTHER PERSON TO JTY IN CONNECTION T(5) AND/OR SERVICE, ED TO RECOVER YROM IY CONSEQUENTIAL ERTY, DAMAGES FOR LOSS OF PROFITS OF
AGE 1 OF 1	CUSTOMER COPY		[ END OF INVOIC		We guarance our service work for 1 except aftermarket parts, whichever ex- oplacement fails in normal service wi rec of charge - parts and labor. Copyright © (604 The Keym	2 months or 12,000 miles, since first. If our remain or



176259 Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-509 Body Shop Fax (989) 790-008

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STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

	NI HEN ANN HAN ANN ANN AN ANN ANN ANN ANN ANN	a timi (mat					
CUSTOMEN NO.	25662	ADVISOR		TAG NO		CELL:	
		LABOR HATE	0			03/19/07	PNWS558292
		YEAR / MAKE / MOO			19,129		P8596
AOBORN	HILLS, MI	06/PONTI	AC/G6/4DR SDN			04/14/06	DELIVERY MILES
		<u>1 G 2 Z</u>	F_55_B4_6			SELLING DEALEH NO.	PRODUCTION DATE
		COMMENTS	/ <sup>P</sup>	0. NO,		H. O. DATE 03/16/07	
LABOR							· · · · · · · · · · · · · · · · · · ·
J# Ĩ 03PNZ	01 BRAKES HOU TECH# DATE START FINISH 214 03/16/07 9.00 9.50 214 03/16/07 0.00 0.00 TOTAL TECH TIME	ACT TIME 0.20 0.00 0.00 0.30 0.20 0.30	(S):214 DESCRIPTION FINISHED OVERRIDE IN INVO	ICING	23.25	INSURANCE CO,	
	THE CUSTOMER IS HEARING BRAKE SO FROM LOWER SPEEDS. USUALLY UNDER ROAD TEST,BURNISHED PADS IN,NOIS GETTING GLAZED UP	UEEL WHEN STOPP 25 MPH E GONE,ROTORS AI	ING ND PADS			APPROVED BY	
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	214 DANIEL	J SCHLICKER	M144175		Ĺ		
WARRANTY CL	AIM DETAIL TOTALS		R/O TAX R/O TOTALS	••••••••••	23.25	FERMS are cash on delivery. ABOR ONLY, MATERIAL IS harged 48 hours after repair caponsible for loss or damage to c to case of fire, theft, freezing, acc eyond our control. An express garg	EXTRA, Storage will be s are completed. Not are or articles left in cars- ident, or any other cause but house there is not
	23.25					enowledged on above car or true	k to secure the amount of
CLAIM TOTALS	ED BY SIGNATURE				ja, at In un Un pr	OWER OF ATTORNEY - KNOW ALL tas the undersigned does hereby outso initian-GMC-Collidae-Olyakamobile on tormoy to sign name, place and stead warance Checke or Drafts issued by to yropairs to up (out) autamobile author whatwer hauster is thereasary to place sition. I two) hereby ratify and confirm who there may also a site of the second second second to second second second second second to second second second second second to second second second second second second second second second second to second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second  Aute and appoint McDonaid iy (our) true and fawful of the undersigned on any surfance Company covering avrance Company covering avrance to myself (ourselves) check or draft in a cashable	
DCS AUDIT SL	IP				Ŵ	all or may take by virtue hereof in d ORK HEREBY AUTHORIZED AND ORS OUTLINED ABOVE.	CONDITIONS AGREED
	DCS DATA FILE: GMGMWF.075 03/19/2007 WARRANT	Y NEW CLAIM		*	Sij	uneri	
	0837 RO NUMBER RO DATE VIN 558292 03/16/2007 1G2ZF55B464	DIV DEAL 6 075	LER ODOMETER SER 25 19129	VICE ADVISO		repairs and parts listed were furnish phyun Motor Vohiole Service and Repai	ad in compliance with the rAct.
	CUSTOMER NAME: FIRST:	MIDDI PHONE : WORK :		:	MA	5 ONLY WARKANTIES APPLY BETHOSE WHICH MAY BE NUPACTURER. THE SELLING	OFFERED BY THE
	LN JOB CT CC PC PART-NO. TOT-P I 01 NV LN-TOT: 23.25 TECH SSN: COMMENTS: THE CUSTOMER IS MEARING BURNISHED PADS IN NOISE COME	NARNA H9709 AUTH COL BRAKE SQUEEL WH	,	AMT, LAB T( 23. JTHOR.: LOWENA ROAD TE	25 FO AS	PRESSLY DISCLAIMS ALL, W. PRESS OR INFLIED. INCLUE RRANTIES OF MERCIJANTAI R A PARTICULAR PURPOS SUMES NOR AUTHORIZES ANY SUME FOR IT ANY LIABILIT RI THE SALE OF THIS PART(S	MNG ANY (MPLIED HLITY OR FITNESS PE, AND NEITHER OTHER PERSON TO Y IN CONNECTION O ANDOR SEDUCE
••	BURNISHED PADS IN, NOISE GONE, ROTOR	AS AND PADS GETT	R.O. TOTAL:	23.25	TRI DAI LOS	YER SHALL NOT BE ENTITLED SELLING DEALER ANY MAGE, DAMAGES TO PROPER S OF USE, LOSS OF TIME, LC OME OR ANY OTHER INCIDEN	TO RECOVER FROM CONSEQUENTIAL TY, DAMAGES FOR
AGE 1 OF 2	ACCOUNTING COPY-W	[	CONTINUED ON NEXT	PAGE) 02:50p	We j oxee	unranice our service work for 12 c pt aftermarka parts, whichever com coment falls in normal service with of charge + parts and labor. Copyright © 1668 The Reynold ETAINTT	nonths or 12,000 miles, es first. If our repair or a that period, we'll fix it

T1/12/2001 12:24 28823791223

### **BBB AUTO LINE**



December 18, 2007



Re:AA1 PGM0758641: vs Pontiac/GMC Division 1G2ZF55B464

As you have indicated that you do not wish to pursue your claim with the BBB AUTO LINE program at this time, your case has been closed.

If you decide to pursue your case in the future, we will need to determine your eligibility for BBB AUTO LINE on your vehicle's new age and mileage and the eligibility requirements at that time.

If you have any questions, please feel free to contact me at 800.955.5100.

Sincerely,

Carolyn Hill at Extension 509

CC: Paulo Salvador

#### Privileged and Confidential Information

#### **BRC ADR - CASE ASSESSMENT**

By: PAULO M. SALVADOR State: MICHIGAN Monday, January 10, 2011

Customer Name:

Vehicle ID No.:

1G2ZF55B464

Service Request: 71-573086865 BBB Case No.: PGM0758641

115872 - MCDONALD

BAC Code:

PONTIAC

Vehicle Purchased Used on: {mm/dd/yy}

Purchase Lease Other : {Type}

In Service Date: Vehicle is: 3/30/2005 NEW

Year, Make & Model: 2006 PONTIAC G6 Mileage at Time of BBB Filing 33,750 MILES

Lien holder: GMAC Other: {Name}

DVM Name: MR. WALTER TOFFOLO

NODE Mailbox/Cell#: 630092 8245

Phone Number: {Phone Number}

at odometer {odometer} miles

Sale Type:

CAM Name: {Name}

# **VEHICLE REPAIR HISTORY**

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

Squeal Noise in Steering

Date: <u>RO #:</u> <u>Days Out</u>: <u>Mileage</u>: <u>Description of Complaint and Repair Performed</u>:

□ No Start Issue - Intermittent

Date: <u>RO #:</u> <u>Days Out</u>: <u>Mileage</u>: <u>Description of Complaint and Repair Performed</u>:

Recall/Campaign (Not Related to Other Symptoms/Complaints)
Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:

*VERIFIED WITH CUSTOMER IF THE VEHICLE HAS NEVER BEEN INVOLVED IN AN ACCIDENT*: NO **IF YES, THE REPAIR ORDERS MUST BE ATTACHED**.

Other

Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:

THE STATE LEMON LAW READS:

Days out of service: 30 business days out of service
Repairs: 4 repair attempts
Time period: Express warranty period or 1 year, whichever is first.
Does Lemon Law state nonconformity must continue to exist? YES

Number of repair attempts in the presumption period: Total days out of service during the presumption period: Total days out of service during customer's ownership: {# of repair attempts} {# of Days} {# of Days}

#### Vehicle Meets Presumption of Lemon Law YES / NO

### PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION Concern: {TEXT}

Date & Offer/Result: {TEXT}

### RECOMMENDATION AND RATIONALE

Reminder: Take into consideration:

- 1) DVM/Service Manager insight
- 2) if there are any un-repaired defects, or;
- 3) Are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

CUST seeks: The customer is looking to have the vehicle repurchased only as she is not interested in keeping this vehicle and looking to purchase a more reliable vehicle.

DVM states:

SM states:

CRS rationale:

CRS FINAL OFFER:	{REPAIR/REP/TRADE}	DATE: {Date}	CUST: {Accepted / Declined}
Goodwill: {Type}		Attorney Fees (if appli	cable): \${Amount}

TEAM LEAD APPROVING: KIM SINCLAIR/BRIDGET CAZABON Date: Monday, January 10, 2011



(989) 791-6537 Service (989) 791-6550 Service Fax (989) 790-5093 Body Shop Body Shop Fax (989) 790-0082

STATE REGISTRATION #F-119564

**BODY SHOP REGISTRATION #F-148390** 

WE HONOR ALL MAJOR CREDIT CARDS

USTOMER NO.		ADVISOR	TAGNO	<u> </u>	CELL:	INVOICE NO.
ISTUMER NO.	25662	JIM SCHMIDT	6319		06/25/07	PNCS563087
		LABOR RATE	MILEAGE	25,698	CRIMSON RED	stock NO. Р8596
		YEAR / MAKE / MODEL			DELIVERY DATE 04/14/06	DELIVERY MILES
SAGINAW,	MI	06/PONTIAC/G6/4 VEHICLE I.D. NO.			ELLING DEALER NO.	PRODUCTION DATE
		<b>1 G 2 Z F 5 5</b> F.T.E. NO.	B 4 6 4		R. O. DATE	
					06/25/07	
		COMMENTS	,			*
ABOR			and a second second second second second second second second second second second second second second second		INSURANCE CO.	
# 1 14PNZSSW	RUBBING SOUEAK SOUND HEARD 1	HOURS: TECH(S):446 N STEERING AT TIMES RIGHT O	na vogosudno semo R		n <u>e san an</u> an an an an an an an an an an an an an	uliwi <u>da shiri da sa</u>
날 문화	LEFT TURNS NOT HEARD THIS AN DID HEAR IN PARKING LOT ON F	ON ROAD TEST WITH OWNER, BU	T			
	R.T. 25698-25710 UNABLE TO	ERIFY COMPLAINT NO NOISE				
	HEARD @ THIS TIME				APPROVED BY	
)# 2,06PNZ	ONE FOB WEAK, HAVE TO BE CLOS	HOURS: 0.50 TECH(S):446	NE CONTRACTOR	39.00	State and the second second	
	WORKS FROM FAR AWAY-TAPE ON	WEAK ONE			CLAIM NO.	
	TEST & VERIFY COMPLAINT, DIA REPLACE REMOTE BATTERY & TES				ATTENTIO	N CASHIER
J# 3 01PNZLOF	들은 눈가 눈 없었다. 눈가 가지 않는	HOURS: 11 TECH(S):446	Seiser der extension (Seiser and Seiser auf der Seiser auf der Seiser auf der Seiser auf der Seiser auf der Seis	10.00	DEDUCTIBLE	ETTERMENT
	LUBE OIL FILTER		and the first of the second state of the second second second second second second second second second second		S OTHER	MOUNT
	LUBE OIL FILTER COMPLETE				\$ SIGNATURES	
)# 4 01PNZBT	Balance & Rotate Tires 4 Ti	HOURS = 1.00 TECH(S):446	ur z zachanierache	39,95		
The other states			THE REAL OF THE OWNER AND THE REAL PROPERTY OF THE	45.95	LABOR ONLY, MATERIAL	ry, ESTIMATES ARE FOR IS EXTRA. Storage will be
)# 5 04PNZAFE		김 영화 선정 방법을 가지 않는 것이 없는 것이다.		5.5 <b>4</b> 3.20	charged 48 hours after r	epairs are completed. Not e to cars or articles left in cars
	COMPLETED FEA.ADJUST CAMBER R.T.25698-25710,NOTED SLIGH	& TOE AS NESS TO ALIGN			in case of fire, theft, freezing	y, accident, or any other cause is garage keeper's lien is hereby
	TO LEFT @ SLOWER SPEEDS.				acknowledged on above car o	r truck to secure the amount of
)# 6 01PNZFT		HOURS: 1:00 TECH(S):446	harnsteinigersen:	57.26	POWER OF ATTORNEY - KNO	WALL MENTHESE PRESENTS.
	PERFORM WYNNS FUEL TUNE SER Fuel Injectors, Clean All	/1CE			Pontiac-GMC-Cadillac-Oldsmo	v constitute and appoint McDonald bile my (our) true and lawful I stead of the undersigned on any
J# 7 20PNZSR	2013년 2017년 - 1월 2017년 1월 2017년 1월 2017년 1월 2017년 1월 2017년 1월 2017년 1월 2017년 1월 2017년 1월 2017년 1월 2017년 1월 201 2월 2017년 1월 2	HOURS :: TECH(S) 222		1	Insurance Checks or Drafts issue	d by Insurance Company covering c authorized by myself (ourselves)
J# 7 ZUFNZOR	THE REPORT OF THE STREET				in whatever manner is necessary t	o place check or draft in a cashable
	27월 2019년 1월 21일 - 1일 21일 21일 21일 21일 21일 1일 21일 21일 - 1일 21일 21일 1월 21일 21일 21일 21일 21일 21일 21일 21일 21일 21일		TOTAL - LABOR	192.16	shall or may take by virtue here	irm whatever action said atterney of in the premises, THE ABOVE D AND CONDITIONS AGREED
PARTSQ	TY FP - NUMBER	DESCRIPTION BATTERY 10.485 R	UNIT PRICE- 9:13	9.13	TO AS OUTLINED ABOVE	
JOB # 2 JOB # 3	1 12538938 1 12605566	FILTER 1,836	6.00	6.00	Signed All repairs and parts listed were	furnished in compliance with the
JOB # 6	1 10196	WYNNS INJ	37.38 TOTAL - PARTS	37.38 52.51	Michigan Motor Vehicle Service an	nd Repair Act.
G.O.G. & SUPI	PLIES				X	
JOB # 3	5.0 1 QT OIL	@ 1.970 /UNIT		9.85	ARE THOSE WHICH MA	APPLYING TO THIS PART(S) Y BE OFFERED BY THE
job # 3	1.0 RECYCLING FEE-SERVICE	@ 1.500 /UNIT	TOTAL - GOG	1.50 11.35	EXPRESSLY DISCLAIMS	ELLING DEALER HEREBY ALL WARRANTIES. EITHER
MISCCO	DEDESCRIPTION	CON	ROL NO	lang alla yang sering sering Reserve ang sering Sering sering sering Sering sering sering	WARRANTIES OF MERCI	INCLUDING ANY IMPLIED
JOB # 4	32 SHOP SUPPLIES SERV	ICE		4.00 4.60	FOR A PARTICULAR I ASSUMES NOR AUTHORIZ	PURPOSE, AND NEITHER LES ANY OTHER PERSON TO
JOB # 5 JOB # 6	32 SHOP SUPPLIES SERV 32 SHOP SUPPLIES SERV	ICE ICE		5.73	ASSUME FOR IT ANY L	TABILITY IN CONNECTION PART(S) AND/OR SERVICE
			TOTAL - MISC	14.33	BUYER SHALL NOT BE EN	TITLED TO RECOVER FROM ANY CONSEQUENTIAL
ESTIMATE					DAMAGE, DAMAGES TO	PROPERTY, DAMAGES FOR TME, LOSS OF PROFITS, OR
CUSTOMER HER	EBY ACKNOWLEDGES RECEIVING GINAL ESTIMATE OF \$276.00	(+TAX)			INCOME OR ANY OTHER I	NCIDENTAL DAMAGES.
					except aftermarket parts, which	k for 12 months or 12,000 miles hever comes first. If our repair of
						vice within that period, we'll fix i
PAGE 1 OF 2	CUSTOMEI	COPY [CONT	INUED ON NEXT PAGE	U3:56pm		e Reynolds and Reynolds Compa ERAINTINVE SF613753 Q (06/

5483916392

FORM ERA-LZR-A14 (12-98)



Service(989) 791-6537Service Fax(989) 791-6550Body Shop(989) 790-5093Body Shop Fax(989) 790-0082

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

					CELL:	
	ADVISOR	63	319		INVOICE DATE 07/13/07	INVOICE NO. PNCS564030
	LABOR RATE		MILEAGE	27,123	COLOR	stock NO. Р8596
	YEAR / MAKE / MODEL	6/4DR SDN			DELIVERY DATE 04/14/06	DELIVERY MILES 185
	TEHICLE I.D. NO.	•			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P.O.	NO.		R. O. DATE 07/13/07	
	COMMENTS					4
LABOR J# 1 04PNZ01 #REAR_SUSPENSION HOURS	1.10 TECH(S):4	46	en an	WARRANTY	INSURANCE CO.	
SQUEAK,CHIRP SOUND COMING FROM REAR ROUGH ROADS-SLOW SPEEDS-HEARD ON RO/ R.T & VERIFY NOISE FROM REAR STABLIZ	AD TEST					
DRY REMOVE & CLEAN BUSHINGS & SHAFT, LUBI	E BUSHINGS & REPL	ACE				
R.T.27,123-27,126 OK @ THIS TIME. E4187 1.1 HR					APPROVED BY	
J# 2 20PNZSR		22.0510.7599.596		WARRANTY	CLAIM NO.	
		TOTAL - LA	BOR	0.00	ATTENTIO	N CASHIER
COMMENTS VEHICLE GONE-CLOSE RO, MAIL COPY					S	MOUNT
TECHNICIAN CERTIFICATION					SIGNATURES	
446 Raymond ; Totals	I BOATEK	M181214			TERMS are cash on deliver	. DOTDATES ADE DOD
REPAIRS PROPERLY COMPLETED AND CHECKED BY		TOTAL LABOR.		0.00	LABOR ONLY, MATERIAL charged 48 hours after re	IS EXTRA. Storage will be pairs are completed. Not
······································		TOTAL PARTS.		0.00 0,00	responsible for loss or damage in case of fire, theft, freezing, beyond our control. An express	accident, or any other cause
Aten Dew		TOTAL G.O.G. TOTAL MISC C		0.00 0.00	acknowledged on above car or repairs thereto.	truck to secure the amount of
Dien-Deux		TOTAL MISC D TOTAL TAX		0.00 0.00	POWER OF ATTORNEY - KNOW That the undersigned does hereby Pontiac-GMC-Cadillac-Oldsmob	constitute and appoint McDonald
		TOTAL INVO	ICE \$	0.00	atorney to sign name, place and Insurance Checks or Drafts issued any repairs to my (our) automobile	stead of the undersigned on any by Insurance Company covering
PLEASE RETAIN ORIGINAL RECEIPT FOR ANY SERVICE WORK GUARANTEES.					in whetever manner is necessary to position. 1 (we) hereby ratify and confit	place check or draft in a cashable
PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE L	IMITED				shall or may take by virtue hered WORK HEREBY AUTHORIZED TO AS OUTLINED ABOVE	f in the premises. THE ABOVE
LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER I	PAY REPAIRS				Signed	
CUSTOMER SIGNATURE					Michigan Motor Vehicle Service and	
CUSTOMER STOMATORE					X THE ONLY WARRANTIES A	PPLYING TO THIS PART(S)
		PA	i n		ARE THOSE WHICH MAY MANUFACTURER. THE SE EXPRESSLY DISCLAIMS A	LLING DEALER HEREBY
			, <b>L</b>		EXPRESS OR IMPLIED, IN WARRANTIES OF MERCH	CLUDING ANY IMPLIED
		JUL 1	3 2007		FOR A PARTICULAR PU ASSUMES NOR AUTHORIZE ASSUME FOR IT ANY LIZ	S ANY OTHER PERSON TO
		Per			WITH THE SALE OF THIS I BUYER SHALL NOT BE ENT	ART(S) AND/OR SERVICE
					THE SELLING DEALER DAMAGE, DAMAGES TO P LOSS OF USE, LOSS OF TIM	ROPERTY, DAMAGES FOR AE, LOSS OF PROFITS, OR
					INCOME OR ANY OTHER IN We guarantee our service work except aftermarket parts, whiche	for 12 months or 12,000 miles,
PAGE 1 OF 1 CUSTOMER COPY		[ END OF IN	IVOICE ]0	2:20pm	replacement fails in normal servi free of charge - parts and labor. Copyright © 1998 The	

01/9

RIDER TYPE & DESIGN • (989) 839-0015

FORM ERA-LZR-A14 (12-98)



WORK ORDER 
 Service
 (989) 791-6537/

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

set oaginaw, ini 40000

STATE REGISTRATION #F-119564 BODY SHOP REGISTRATION #F-148390

**RECOMMENDED SERVICES** 

OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
30,000 MILE PREMIUM	MI.	0.00	22PNZ030	30,000 MILE SERVICE	м	0.00
	1					

DATE 07/13/07		i sus essent i			L					
07/15/07	REPAIR ORDER	· · · · · · · · · · · · · · · · · · ·			TYPE		PERATION		ATION DESCRIPT	ION
	564030	27123	6319	446 222	W W	20PI	NZO1 NZSR	*REAR SUS	RIDE	
06/25/07	563087	25698	6319	446 446	C C	14PI 06PI	NZSSW	SQUEEK S ELECTRIC		
				446	C	010	NZLOF	*LUBE, OII	., FILTER	
ESPERSON NO	21172 LEON W			446			NZBT	*BALANCE		
RMS VEHICLE I.D. N			<u> </u>	RV	<u>1 C</u>	<u>E</u>		STOCK NO.	G# 38-23183	00   R. O. NO.
🚟 🗆 1G2Z	F55B4641	06/PONT	TIAC/G6/4	DR SDN				P8596		56575
CARD			CUSTOMER N	ID. SERV	ICE CONTRAC	T	DELIVERY DATE 04/14/06	DELIVERY MILES		. R. O. DATE 08/20/0
PPROVAL)			COLOR	· -, -, <b>I</b> , .,			TRACT NO.			TAG NO.
SAGIN/	AW, MI		TURBO MA	SON RED		Y	MILEAGE	ÁDVISÓR NO.	ADVISOR	5533
				NZZ			29,929		STEVENSMAD	EVOS
LESS	HONE BUSINES	SS PHONE	agree that you ar	re not responsible for l	loss or damage to	o vehicle or a	with the necessary material articles left in vehicle in case of d by unavailability of parts or o	of fire, NIGO. Of	OP SUPPLIES. A 10	
CIFIED TIME RECEIVE		PRIORIT	TY in parts shipmen to operate the ve	its by the supplier or the ehicle herein describe	ansporter. I hereb ad on streets, high	by grant you hways or ele	and/or your employees perm sewhere for the purpose of t	ission esting Supplies	charge of labor is used on your vehicle	
05:55p	08/21/07	03:30pm 3	the amount of reg	n. An express garage k pairs thereto. I underst	keeper's lien is he tand that pursuani	areby acknow It to said expl	vledged on above vehicle to s ress garage keeper's lien, 1 ha been pald in fuil or until you a	ave no supply ite	ms are: Nuts, bolts, w	
s CELL:		LADON MALE	your employees	have voluntarily releas	sed the vehicle to	me.	,	[ [ ] ] ] ] ]	rospray, shellac, so r cleaner, towels, so	-
CELL:				(	CUSTOMER SIG	NATURE		cleaner, v	vire, window sealer, etc	c.
ORIGINAL	CUSTOMER ESTIMATE:	TOTAL					C	RIGINAL ESTIM	ATE SUMMARY	
GALAINAE	COSTONER ESTIMATE.			2			PARTS	LABOR		OURS
х										
	<u>)</u>			energia de la composición de la composición de la composición de la composición de la composición de la composi	CONTRACTOR CONTRACTOR	an the second	AUTHORIZED	DATE:	TIME	:
G/P LOANER							EXPRESS OR IMPLIED, IMPLIED WARRANTIES O, ITY OR FITNESS FOR A I POSE, AND NEITHER AUTHORIZES ANY OTH ASSUME FOR IT ANY LIAR AND/OR SERVICE, BUYE ENTITLED TO RECOVER ING DEALER ANY CONS	F MERCHANTABIL- PARTICULAR PUR- ASSUMES NOR JER PERSON TO BILITY IN CONNEC- R SHALL NOT BE	REPAIRS ARE GU/	CUST. INTL.
							AGES, DAMAGES TO PRC FOR LOSS OF USE, LOSS PROFITS, OR INCOME OF DENTAL DAMAGES. <u>PARTS &amp; S</u> MONDAY SATU	OF TIME, LOSS OF ANY OTHER INCL SERVICE DE ( - FRIDAY 5 JRDAY 8:00	ON GM PARTS AND 12 MONTHS OR 12 WHICHEVER COM PARTMENT HO 7:00 A.M 6:00 F A.M 1:00 P.M. in compliance with the M	;,000 Miles, Mes Firist. URS: P.M.
							AGES, DAMAGES TO PRC FOR LOSS OF USE, LOSS PROFITS, OR INCOME OF DENTAL DAMAGES. PARTS & S MONDAY SATU All repairs and parts list Vehicle Service and Re X REPAIRS PROPERLY AUTHORIZED REPRE	OFERTY, DAMAGES OF TIME, LOSS OF ANY OTHER INCI- COMPLETED INCI- TROPY 8:00 Ted were furnished SPATATIVE COMPLETED & C SENTATIVE WE HC	12 MONTHS OR 12 WHICHEVER COM PARTMENT HO 7:00 A.M 6:00 F A.M 1:00 P.M. in compliance with the M HECKED BY: DNOR: DNOR:	,000 Miles, Nes Firist. URS: P.M.



 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

**STATE REGISTRATION #F-119564** 

**BODY SHOP REGISTRATION #F-148390** 

WE HONOR ALL MAJOR CREDIT CARDS

				CELL:	
CUSTOMER NO. 25662	ADVISOR STEVEN M DE	EVOS 465		INVOICE DATE 08/22/07	INVOICE NO. PNCS565751
	LABOR RATE	MILEAGE	29,929	COLOR	STOCK NO. P8596
	YEAR / MAKE / MODEL		23,325	DELIVERY DATE	DELIVERY MILES
SAGINAW, MI	VEHICLE I.D. NO.	/G6/4DR SDN		04/14/06 SELLING DEALER NO.	185 PRODUCTION DATE
	TENO.	5 5 B 4 6 4		R. O. DATE	
	COMMENTS			08/20/07	
		a mingde i son ogig og som en diske diskte som en der som en det som en som en som en som en som en som en som			
LABOR. J# 1 08PNZ *PERFORMANCE TEST CUST WENT TO START CAR WOULD WOULD START UNABLE TO DUPLICATE CHECKED BULLETINS,02-06-04-0		NG 10 MIN	WARRANTY		
J# 2 20PNZ MISCELLANOUS G/P LOANER	HOURS	<b>1222</b> THE CONTRACT OF A	WARRANTY	APPROVED BY	
J# 3+02PNZ01 THE RIGHT SUNVISOR MIRROR CO	HOURS: 0.30 TECH(S)		WARRANTY	CLAIM NO.	
COVER HINGE BROKEN REPLACED RIGHT SUN VISOR CON				ATTENTION	
REPLACED RIGHT SUN VISUR CON	EK - LIGNIED		0.00	DEDUCTIBLE S	ETTERMENT
		TOTAL - LABOR	0.00	OTHER AI	MOUNT
PARTS         OTY         FP-NUMBER           JOB # 3         1         15803238	DESCRIPTION SS-MIR-IL 10.195		WARRANTY	SIGNATURES	
		TOTAL - PARTS	0.00	TERMS are cash on deliver	y ESTIMATES ARE FOR
COMMENTS JOB 3 WAS A ADD JOBCUSTOMER CALLED BACK OK J9993 PER SD 08-22-07	, and added			LABOR ONLY, MATERIAL charged 48 hours after re responsible for loss or damage in case of fire, theft, freezing,	pairs are completed. Not to cars or articles left in cars
TECHNICIAN CERTIFICATION				beyond our control. An express acknowledged on above car or	garage keeper's lien is hereby
	ioseph (C todd	M192865		repairs thereto. POWER OF ATTORNEY - KNOW	ALL MENTHESE PRESENTS.
TOTALS				That the undersigned does hereby Pontiac-GMC+Cadillac-Oldsmob attorney to sign name, place and	ile my (our) true and lawful
REPAIRS PROPERLY COMPLETED AND CHECKED B)		TOTAL LABOR TOTAL PARTS	$   \begin{array}{c}     0.00 \\     0.00   \end{array} $	Insurance Checks or Drafts issued any repairs to my (our) automobile	by Insurance Company covering authorized by myself (ourselves)
······ AUTHORIZED SIGNATURE	en en en en en en en en en en en en en e	TOTAL SUBLET TOTAL G.O.G	0.00 0.00	in whatever manner is necessary to position. I. (we) hereby ratify and confir	에는 아이가 주말한 것을 가려면 것이 없어요.
1		TOTAL MISC CHG. TOTAL MISC DISC		shall or may take by virtue hereo WORK HEREBY AUTHORIZED	f in the premises. THE ABOVE
1 tour	Deia	TOTAL TAX	0.00	TO AS OUTLINED ABOVE.	
x rec	· veia	TOTAL INVOICE \$	0.00	All repairs and parts listed were Michigan Motor Vehicle Service and	
PLEASE RETAIN ORIGINAL RECEIPT				X	
FOR ANY SERVICE WORK GUARANTEES.				THE ONLY WARRANTIES A	
PARTS DESIGNATED WITH AN ASTERISK (*) IND LIFETIME SERVICE GUARANTEE APPLIES FOR CU	DICATE LIMITED			MANUFACTURER: THE SE EXPRESSLY DISCLAIMS AI	LLING DEALER HEREBY
1997년 - 영상별한 1997년 - 1997년 1997년 - 1997년 1997년 - 1997년 -		PAID		EXPRESS OR IMPLIED, IN WARRANTIES OF MERCIL	CLUDING ANY IMPLIED
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		AUG 2 3 2007		ASSUME FOR IT ANY LIA WITH THE SALE OF THIS	PART(S) AND/OR SERVICE.
		Per		BUYER SHALL NOT BE ENT THE SELLING DEALER	ANY CONSEQUENTIAL
		I. VI osobaessassa		DAMAGE, DAMAGES TO P LOSS OF USE, LOSS OF TIM INCOME OR ANY OTHER IN	ME, LOSS OF PROFITS, OR
				We guarantee our service work	for 12 months or 12,000 miles,
			•	except aftermarket parts, whiche replacement fails in normal servi-	
J PAGE 1 OF 1 CUSTOMER	COPY	[ END OF INVOICE ] (	2:11pm	free of charge - parts and labor Copyright @ 1998 The	Reynolds and Reynolds Company ERAINTINVE SF613753 Q (06/04)

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RIDER TYPE & DESIGN • (989) 839-0015

FORM ERA-LZR-A14 (12-98)



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A member of the AutoHahn network. 500 S. Opdyke Road • PONTIAC, MICHIGAN 48341 Telephone: (248) 332-9300 www.auburnpontiac.com

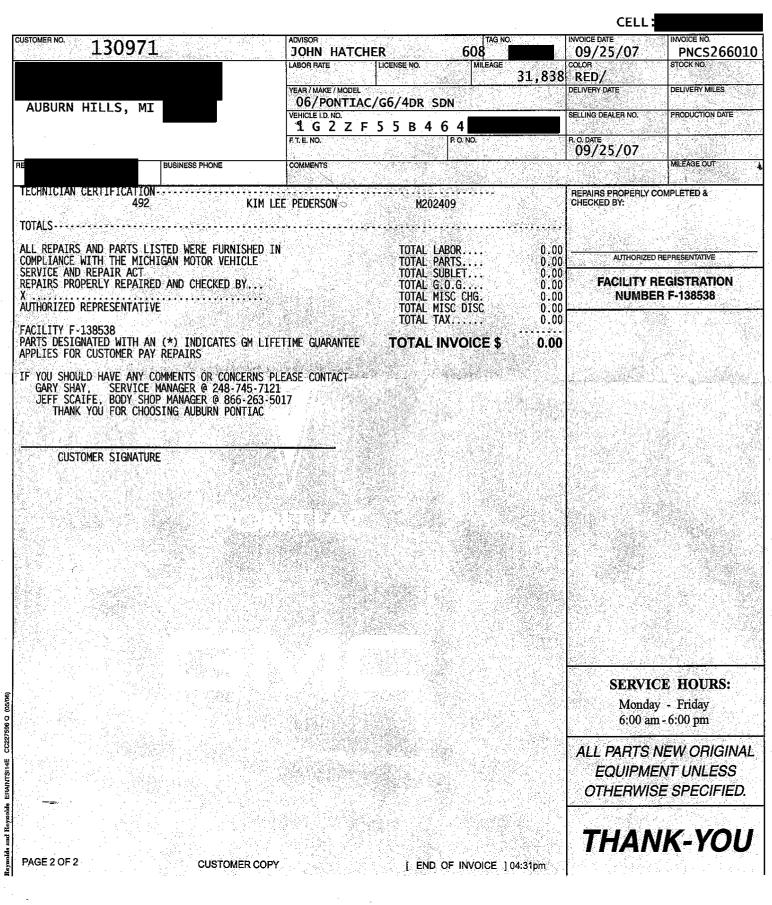
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PAGE 1 OF 2 CUSTOMER	COPY	ON NEXT PAGE 04:	31pm		

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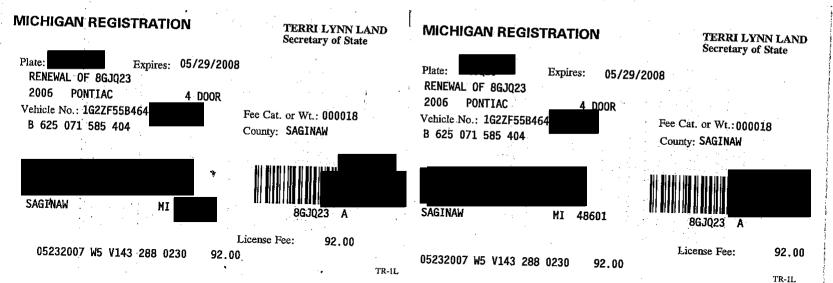


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18:14:42 11-15-2007

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# Open-End Disbursement

Receipt Plus

BORROWER 1 NAME		BORROWER 2 N	AME		ACCOUNT NUMBER	DATE 11/24/06
		SECURITY	OFFERED			
THE ADVANCE IS SECURED BY YOUR PROPERTY/MODEL	YEAR	I.D. NUMBER	S AND LOANS RECEIVED IN THE PAS	VALUE	RE, AND THE FOLLOWIN	NG PROPERTY: KEY NUMBER
G6	2006	19225	556464.	* 10 \$ \$	,22,3.00	
		*		\$		
PLEDGE OF SHARES AND/OR DEPOSITS	ACCOUNT		PLEDGE OF SHARES AND/OR DEPOSITS \$			/

CONSUMER'S CLAIMS AND DEFENSES NOTICE - - The following paragraph applies to the Advance only if the box is checked.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

#### SUBSEQUENT ELECTION FOR VOLUNTARY PAYMENT PROTECTION

You can now voluntarily elect to become insured with the coverage(s) shown below. In order for coverage to become effective you must meet all eligibility requirements stated in the Credit Insurance Application/Schedule. A statement of insurability must be completed if you are adding coverage more than 30 days after the date of your advance. Details of this insurance coverage are included in the Insurance Certificate which you received with your Credit Agreement. Ask us if you need a copy of the Insurance Certificate. You agree to the terms of the insurance election checked below and you authorize us to add the charges for the insurance to your outstanding balance each month. Your payment amount will increase or you will be required to make additional payments. Coverage election applies to the entire balance on this subaccount. Insurance rates are subject to change.

YOU ELECT THE FOLLOWIN	G:	COST PER \$100 OF Y MONTHLY LOAN BAL		Ν	AME OF INSURED(S)	
Single Crea	lit Disability	SEE ADDENDUM				
Single Crea	lit Life	\$.073				
Joint Credi	t Life	\$.115				
		REPAYM	ent te	RMS		
DAILY PERIODIC RATE	ANNUAL PERCENTAGE	RATE INTEREST RATE IS:	OTHER FE	ES (Amount and Description)	NEW BAL	ANCE THIS SUBACCOUNT
.02805	10.240 %		\$	0.00	\$	0.00

AMOUNT ADVANCED	PAYME	NT AMOUNT	DATE DUE	PAYMENT FREQUENCY	LINE OF C	REDIT LIMIT	REMAINING LIMIT	
\$ 18,178.03	\$	388.39	12/24/2006	MONTHLY	\$	0.00	\$	

SIGNATURES
By signing below, or by endorsing the proceeds check for the advance described above, or by having the loan proceeds deposited into your share/share
draft account or paid to a third party, you agree:

(1) that the property described in the Security Offered section above ("Property") is security under the terms of the LOANLINER Credit and Security Agreement (the "Plan") for all amounts you owe under the Plan and that the property description is incorporated into and a part of the Plan; (2) that the Property is also security for any other loans, including but not limited to, any credit card loan that you have with the credit union now or in the future:

(3) that you will make the payments disclosed above in accordance with the terms of the Plan; and

(4) that if you are now electing credit insurance, you are voluntarily electing the coverage checked in the Subsequent Election for Voluntary Payment Protection section above.

X	· · · · · · · · · · · · · · · · · · ·	(SEAL) X	(SEAL)
BORROWER 1 SIGN	IATURE	DATE BORROWER 2 SIGNATURE	DATE
		FOR CREDIT UNION USE ONLY	
REQUESTED:	MEMBER PAYS	CHECK NUMBER:	BRANCH NUMBER:
	PREMIUM FOR:	PLAN/SUBACCOUNT NO .:	PROCESSED BY:
DATE	LOAN OFFICER COMMENTS		LOAN OFFICER INITIALS

#### BBB AUTO LINE Customer Claim Form

Case number: PGM0758641 Contact Date: 11/12/07 Start Date:

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

#### SECTION 1: CUSTOMER INFORMATION

Mailing address:       State: MI       Zip code:         City:       Auburn Hills       State: MI       Zip code:         Day phone:       Évening phone       Cell phone:         Fax:       E-mail address:       E-mail address:	Titled owner:					
Day phone: Evening phone Cell phone:	Mailing address:					
Day phone:     Evening phone     Cell phone:	City: Auburn Hills		State: MI	Zip code:		
Fax: E-mail address:	Day phone:			Cell phone:		
		E-mail address:			<u>.</u>	

#### SECTION 2: VEHICLE INFORMATION

Make: Pontiac/GMC	Model: G6	Year: 2006	Current mileage: 33750
Name(s) that appears on the v	ehicle title:		
Selling dealer/city/state: Mcl	Donald Pontiac GMC,	Saginaw, MI	
Primary Servicing dealer/city	//state: <u>Auburn Pent</u>	ac GMC, MC DONald R	atiac GMC ( fast service )
Acquired as 🛛 new 🗌 used		Is the vehicle in your pos	
Purchase/lease date: 04/14/	06	Mileage at purchase/leas	e: 185
First repair attempt date: 06/	09/06	First repair attempt milea	age: 3561
How often is the vehicle used	Nu	mber of vehicles owned	Transmission type:
for business purposes (percent	.age): 0 % or	leased by the business:	Automatic 🗍 Manual
Has the vehicle been in an acc	ident/had body damage	? 🗌 yes 🛛 no	Date of accident:
Description of damage:			

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

Sustamer would like to have the vehicle Repurchased. Requesting that full austanding balance on car loan paid off. Also vehicle repurchased at no cut of pocket cost on customer's bahayf.

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

VEHICLE INDENTIFICATION NUMBER 1622F55B464
Lienholder/Leasing Company Team One Credit Uni() Phone Number
Account Number

Page 1

01/1

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

#### Case Number: PGM0758641

Problem Example:	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
AVC won't cool property	Any Dealer-Inc		4/23/06_3;500 miles 5 days 6/10/07 12:700 miles 1 day	
Squeaking (possibly near steering wheel)	Monald Rintiac-1 Auburn Pontiac-1		a51698 miles 6/25/07 + dous a7/123 miles 17/13/07 o dous 30,000 miles 8/07 o dous 31,838 miles 9-25-07 + dous	*no in service. Shop. Mar role in rat.
Starting problems (once a month car stalls)	McD.Pontiac-1 Aub.Puntiac-1	2	29,929 miles 8-22-07 1 day 31,838 miles 9-25-07	yes
	<b>**</b>			
			······································	
	· · · · · · · · · · · · · · · · · · ·			
· · · · · · · · · · · · · · · · · · ·				

# Total days out of service for all problems: 🔬 2 days

Signature of Titled Owner(s)

Date

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

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

#### **BBB AUTO LINE** 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700

Page 2

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11-12-5002 18:13:04 Cine 1 Dow Automotive C

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	SECTION 4: VEHICLE PROB	LEMS (List primary p	roblem fir	·st)	Case Number: PC	GM0758
	Problem	Servicing dealer(s)	# of repair attempts		age, and days out of pair attempt	Does proble exist now?
	Example:	Any Dealer Inc		4/23/06 3;500 m 6/10/07 12 700 n		and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second sec
	Squeaking (possibly near steering wheel)	Monald Portiac-1 Auburn Pontiac-1	3 4 2	an, 123 miles 1 36,000 miles 8 31,838 miles 6		*no in Shop
	Starting problems (once a month car stalls)	McD.Pontiac-1 Aub.Pontiac-1	¢_2	29,929 miles 31,838 miles	8-22-07 1 day 9-25-07	yes
	Car stalled on 11/7/0 tired on these pr	7 - didn't ta	Ke to	service, s	thop becau	e
	I called Pontiac.	sonvice conte	- <i>o</i> n	11-8-07. R	eceived no h	alp
	SO I Filed this and	claim.				

1 /1 PGM0758641

yes

11-15-0

Date

Serv

Does the problem exist

Page 2

**BBB AUTO LINE** 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700

I am submitting this dispute for resolution in the BBB AUTOLINE program, and I agree to arbitrate the dispute

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g.,

Total days out of service for all problems: <u>2</u> days

written correspondence with the manufacturer, etc.) to:

Signature of Titled Owner(s)

under the BBB AUTO LINE Arbitration Rules.

### BBB AUTO LINE Customer Claim Form

Case number: PGM0758641 Contact Date: 11/12/07 Start Date:

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

#### SECTION 1: CUSTOMER INFORMATION

Titled owner:			
Mailing address:			
City: Auburn Hills	St	tate: MI	Zip code:
Day phone:	Evening phone:		Cell phone:
Fax:	E-mail address:		

#### SECTION 2: VEHICLE INFORMATION

Make: Pontiac/GMC	Model:	G6	Year	·: 2006	Current mileage: 33750
Name(s) that appears on the vehicle	title:				
Selling dealer/city/state: McDonald	d Pontiac	GMC, S	Saginaw, MI		
Primary Servicing dealer/city/state	: Auburn	Pontia	c GMC,		
Acquired as 🛛 new 🗌 used 🗌 d	emo 🔲 I	eased	Is the vehicle	in your posses	sion? 🛛 yes 🔲 no
Purchase/lease date: 04/14/06			Mileage at pur	chase/lease:	
First repair attempt date: 06/09/06			First repair att	empt mileage:	3561
How often is the vehicle used for business purposes (percentage):	0 9		ber of vehicles ow ased by the busin	vned	Transmission type:
Has the vehicle been in an accident/h			·		Date of accident:
Description of damage:			·		

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

Customer would like to have the vehicle Repurchased.

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

VEHICLE INDENTIFICATION NUMBER	
Lienholder/Leasing Company	Phone Number
Account Number	

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

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Squeaking (possibly near steering wheel)		4		yes
Starting problems (once a month car stalls)		2		yes

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

Signature of Titled Owner(s) \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_ I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

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

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700



November 12, 2007

PAULO SALVADOR PONTIAC/GMC P O BOX 33172 DETROIT MI 48232

Re:m01 PGM0758641: vs Pontiac/GMC Division

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,

Carolyn Hill at Extension 509



# **General Motors**

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

# **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 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 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 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 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 or manufacturer-sponsored credit card earnings the customer received or 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 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 one year or 12,000 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 be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. 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 vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- 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.
- Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple 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 the General Motors Bumper-to-Bumper new vehicle warranty.

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 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 if it was purchased or leased new.

## **Repairs/Reimbursement for Repairs**

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

### **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 of a vehicle purchased or leased new** 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.

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

### Deductions/Exclusions from a Repurchase or Replacement Award

• The repurchase or replacement award will be reduced for the customer's use of the vehicle using the following formula:

Use	# miles attributable to the customer		Vehicle purchase
Deduction/ =	<u>at the time of the arbitration hearing</u>	Х	price or gross
Payment	100,000		capitalized cost

- 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 or manufacturer-sponsored credit card earnings the customer received or used as a downpayment or capitalized cost reduction.

# STANDARDS OF THE MICHIGAN LEMON LAW

The following is a brief explanation of most relevant provisions of the Michigan lemon law. The complete text of the lemon law can be found at M.C.L. § 257.1401 *et seq*.

## VEHICLES COVERED

The Michigan lemon law covers any motor vehicle designed as a passenger vehicle, sports utility vehicle, pickup truck, or van. The lemon law does not cover buses, trucks, and motor homes.

A "new motor vehicle" is a motor vehicle that is purchased or leased in Michigan or purchased or leased by a resident of Michigan, and that is covered by a manufacturer's express warranty at the time of purchase or lease. The lemon law covers used motor vehicles transferred during the manufacturer's express warranty.

### **CONSUMERS COVERED**

The lemon law covers a person who:

- 1. Purchases or leases a new motor vehicle for personal, family, or household use and not for the purpose of selling or leasing the new motor vehicle to another person;
- 2. Purchases or leases less than 10 new motor vehicles a year;
- 3. Purchases or leases 10 or more new motor vehicles a year only if the vehicles are purchased or leased for personal, family, or household use; or
- 4. Is entitled to enforce the provisions of an express warranty pursuant to the terms of that warranty.

A "person" under the lemon law is a natural person, a sole proprietorship, partnership, corporation, association, unit or agency of government, trust, estate, or other legal entity.

## **VEHICLE CONVERTERS**

The lemon law applies to vehicle converters.

### **PROBLEMS COVERED**

The lemon law covers any defect or condition that impairs the use or value of the new motor vehicle to the consumer or prevents the new motor vehicle from conforming to the manufacturer's express warranty.

The lemon law does not cover any defect or condition that is the result of a modification not installed or made by or for the manufacturer, or abuse or neglect of the new motor vehicle or damage due to an accident occurring after the new motor vehicle's purchase or lease.

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### MANUFACTURER'S DUTY TO REPAIR

If a new motor vehicle has any defect or condition that impairs the use or value of the new motor vehicle to the consumer or that prevents the new motor vehicle from conforming to the manufacturer's express warranty, the manufacturer or its dealer must repair the defect or condition if the consumer initially reported the defect or condition to the manufacturer or the new motor vehicle dealer within the term of the manufacturer's express warranty or one year from the date of delivery of the new motor vehicle to the original consumer, whichever is earlier.

Any repairs required under this act must be made even if the repairs need to be performed after the expiration of the manufacturer's express warranty. The defect needing repair must be a continuation of the original attempt to repair the defect.

## MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

The Michigan lemon law requires that a manufacturer repurchase or replace a new motor vehicle if all of the following criteria are met:

- 1. The new motor vehicle has one or more defects or conditions that impair the use or value of the vehicle to the consumer or that prevent the vehicle from conforming to the manufacturer's express warranty;
- 2. The defect or condition was reported to the manufacturer or dealer within the period of the manufacturer's express warranty or one year from the date of delivery to the original consumer, whichever is earlier; and
- 3. The new motor vehicle was subjected to a reasonable number of repair attempts <u>as determined by</u> the *presumption* set out below; and
- 4. The defect or condition continues to exist<sup>1</sup>.

## **REASONABLE NUMBER OF REPAIR ATTEMPTS**

The Michigan lemon law establishes a *presumption* that a reasonable number of repair attempts have been made if either of the following occurs:

- 1. The same defect or condition that *substantially* impairs the use or value of the motor vehicle to the consumer has been subject to repair four or more times by the manufacturer or new motor vehicle dealer in Michigan within two years of the date of the first repair attempt, and the defect or condition continues to exist; or
- 2. The defect or condition continues to exist after the vehicle is out of service for 30 or more days or parts of days for repairs to the same defect or condition<sup>2</sup> during the term of the manufacturer's express warranty, or within one year from the date of delivery to the original consumer, whichever is earlier.

<sup>&</sup>lt;sup>1</sup> Computer Network, Inc. v. AM General Corp., 265 Mich. App. 309, 696 N.W.2d 49 (2005).

<sup>&</sup>lt;sup>2</sup> *Hines v. Volkswagen of America, Inc.,* 265 Mich. App. 432, 695 N.W.2d 84 (2005); appeal denied, 474 Mich. 956, 706 N.W.2d 740 (2005).

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The *presumption* is irrebuttable; once satisfied, the manufacturer is deemed to have been afforded a reasonable number of attempts to repair a nonconformity.<sup>3</sup>

The term of the manufacturer's express warranty, the one-year period and the 30 day period are extended if repair services were not available to the consumer because of war, invasion, strike, fire, or other natural disaster.

### FINAL REPAIR ATTEMPT

Prior to availing himself or herself of any remedy under the lemon law, the consumer must notify the manufacturer to allow it an opportunity to cure the nonconformity. The notice must be sent in writing by the consumer or his or her representative, by return receipt service, and any time after the third attempt to repair the same nonconformity or after the vehicle has been out of service for at least 25 days in a repair facility.

After receiving the notice, the manufacturer must notify the consumer as soon as reasonably possible of a reasonably accessible repair facility. The manufacturer must repair the defect or condition within 5 business days after the consumer delivers the vehicle to the designated repair facility.

The 5 day period is extended if repair services were not available to the consumer because of war, invasion, strike, fire, or other natural disaster.

### **DISPUTE RESOLUTION**

The provisions of the lemon law do not apply to any consumer who has not first resorted to a manufacturer's informal dispute settlement procedure if the procedure:

- 1. Complies with the Magnuson-Moss Warranty Act and 16 C.F.R. Part 703, then the consumer must first resort to the informal dispute settlement procedure;
- 2. Requires the manufacturer to be bound by a decision that the consumer agrees to;
- 3. Provides that the consumer is not obligated to accept the decision and my pursue the remedies provided by the lemon law; and
- 4. Requires the manufacturer to begin the process of implementing any final settlement not more than 30 days after the settlement has been reached.

### TIME PERIOD FOR FILING CLAIMS

Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.

<sup>&</sup>lt;sup>3</sup> Ayer v. Ford Motor Co., 200 Mich. App. 337,503 N.W.2d 767 (1993); Telly's, Inc. v. Land Rover North America, Inc., 2001 Mich. App. LEXIS 1413 (2001).

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# **REMEDIES UNDER THE MICHIGAN LEMON LAW**

### **REPURCHASE OF OWNED VEHICLE**

The Michigan lemon law provides that the manufacturer must refund the following amounts when repurchasing an owned vehicle:

1. *Purchase price of the vehicle*. This is the actual vehicle sales price listed on the buyer's order including any cash payment by the consumer, and the sum equal to any allowance for any trade-in excluding debt from any other transaction as well as any manufacturer or consumer discount, rebate, or incentive appearing in the agreement or contract that the consumer received or that was applied to reduce the purchase cost.

The refund will also include any sales tax, license and registration fees, and similar government charges not elsewhere paid by the consumer; the cost of any options or other modifications installed or made by or for the manufacturer, and the amount of all other charges made by or for the manufacturer.

- 2. *Towing and rental costs*. If towing services and rental vehicles were not made available without cost to the consumer, the manufacturer must also reimburse the consumer for towing costs and reasonable costs for a comparable rental vehicle that were incurred as a direct result of the defect or condition.
- 3. Less a reasonable allowance for the consumer's use of the vehicle.
- 4. Less an amount equal to any appraised damage that is not attributable to normal use or to the defect or condition.

A refund is made to the consumer and the secured party, if any, as their interests exist at the time the refund is to be made.

### **REPURCHASE OF A LEASED VEHICLE**

The Michigan lemon law provides that the manufacturer must refund the following amounts when repurchasing a leased vehicle:

1. *Lease price*. This is the actual vehicle sales price paid by the lessor including any cash payment by the consumer, and the sum equal to any allowance for any trade-in excluding debt from any other transaction as well as any manufacturer or consumer discount, rebate, or incentive appearing in the agreement or contract that the consumer received or that was applied to reduce the purchase cost.

The refund will also include any sales tax, license and registration fees, and similar government charges not included elsewhere paid by the lessor on behalf of the lessee; the cost of any options or other modifications installed or made by or for the manufacturer; and the amount of all other charges made by or for the manufacturer.

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- 2. *Towing and rental costs*. If towing services and rental vehicles were not made available without cost to the consumer, the manufacturer shall also reimburse the consumer for towing costs and reasonable costs for a comparable rental vehicle that were incurred as a direct result of the defect or condition.
- 3. Less a reasonable allowance for the consumer's use of the vehicle.
- 4. Less an amount equal to any appraised damage that is not attributable to normal use or to the defect or condition.

A refund is made to the consumer and the secured party, if any, as their interests exist at the time the refund is to be made. The lessor must be notified if a refund is made to a lessee, and may not assess a fee for early termination of a lease under the lemon law.

### **USAGE DEDUCTION**

The Michigan lemon law provides that a reasonable allowance for the consumer's use of the vehicle be deducted from any repurchase award. A reasonable allowance for use is defined as the following formula:

Miles directly attributable to use by the consumer and any previous consumer before the first report of a defect or condition that substantially purchase or

impairs the use or value of the vehicle, plus all miles beyond 25,000 miles X lease price

### 100,000

If the vehicle did not provide reliable transportation for ordinary personal and household use for any period beyond the first 25,000 mileage usage period of the vehicle, the arbitrator may reduce the vehicle usage deduction for mileage beyond the first 25,000 mileage use period only for the period beyond the 25,000 mileage usage period that the arbitrator determines that the vehicle did not provide useful transportation for ordinary personal or household use. To determine if the vehicle did not provide useful transportation the arbitrator must consider all of the following:

- 1. The number of repairs.
- 2. The cost of repairs.
- 3. The number of days the vehicle was out of service.
- 4. Whether the vehicle's need for repairs significantly affected the consumer's ability to use the vehicle for personal and household functions.

### REPLACEMENT

When replacing a vehicle under the Michigan lemon law, the manufacturer must provide a comparable replacement motor vehicle currently in production and acceptable to the consumer. The reasonable allowance for use does not apply to a replacement.

If the replacement motor vehicle is comparable in value to the original motor vehicle, the secured party must consent to the replacement of the security interest with a corresponding security interest on the replacement motor vehicle. If a leased vehicle is replaced, the lease agreement may not be altered except with respect to the identification of the vehicle.

If for any reason the security interest in the motor vehicle having the defect or condition is not able to be replaced with a corresponding security interest on a replacement motor vehicle, the consumer must accept a refund. 5155 State Street Saginaw, Michlgan 48603 989-790-5155 989-791-6553 www.McDonaldAuto.Com



То:	Paulo Salvador	From:	Trina Taylor	
Fax:	866-597-4470	Pages	: 54	
Phone:		Date:	11-15-2007	
Re:		cc:		
X Urger	it 🛛 For Review	🗆 Please Comment	🗆 Please Reply	🗆 Please Recycle

• **Comments:** per our conversation on 11-14-2007 please review the following pages. If you have any questions please call me 989 790-5155 ext 1103. Thank you.



WE HONOR ALL MAJOR CREDIT CARDS

### INVOICE

176259 Service (989) 791-6537 Service Fax (989) 791-655(5) Body Shop (989) 790-509 Body Shop Fax (989) 790-008

STATE REGISTRATION #F-119564

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PAGE 1 OF 2		ACCOUNTING COPY-W		[CONTINUED Q	N NEXT PAGE] 0		replacement fulls in normal service free of charge - parts and labor. Convicti D 1999 The fit	symble and Reynolds Company
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Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-5093 Body Shop Fax (989) 790-0082

5155 State Street Saginaw, MI 48603

#### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

80:91 2002/91/11

#### WE HONOR ALL MAJOR CREDIT CARDS

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PAGE 1 OF 1	CUSTOMER COPY	[ END OF INVOICE }	02:51pm	free of charge - parts and labor. Copyright © 1998 The	Maynolds and Reynolds Compa ERAINTINVE SE610753 C (08/
EV EE 03	MCDONALD PONTIAC		89997676	386 80 <b>:</b> 91	2002/91/11



176259 Service (989) 791-6537 Service Fax (989) 791-65567 Body Shop (989) 790-5094 Body Shop Fax (989) 790-008

STATE REGISTRATION #F-119564

**BODY SHOP REGISTRATION #F-148390** 

WE	HONOR	ALL.	MAJOR	CREDIT	CARDS

PAGE 04

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PAGE 1 OF 1	ACCOL	JNTING COPY-I		[ END OF INV	OICE ] 02		except aftermarket parts, w replacement fails in normal free of charge - parts and ba	ock for 12 months or 13,000 miles, nehever donos first. If our repair or service within that period, we'll firs it or. The Reportes and Republic Company Efforts SP619769 Q (08/04)

MCDONALD PONTIAC

899762686

80:91 2002/91/11

### Privileged and Confidential Information

### **BRC ADR - CASE ASSESSMENT**

By: PAULO M. SALVADOR State: MICHIGAN Monday, January 10, 2011

Customer Name:	Service Re	-	BBB Case No.:	
	71-57308	6865	PGM0758641	
Vehicle ID No. <u>:</u>	In Service Date:	Vehicle is:	BAC Code:	
1G2ZF55B464	3/30/2005	NEW	115872 - MCDONALD PONTIAC	
Year, Make & Model: 2006 PONTI	AC G6	Vehicle Purchased Used on: {mm/dd/yy}		
Mileage at Time of BBB Filing 33,	750 MILES	at odometer {odometer} miles		
Lien holder: GMAC Other::	Sale Type: Purchase 🗌 Lease 🗌 Other 🗌 : {Type}			
DVM Name: MR. WALTER TOFFOL	.0	CAM Name: {	Name}	
NODE Mailbox/Cell#: 630092 824	45	Phone Numbe	er: {Phone Number}	

# **VEHICLE REPAIR HISTORY**

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

-		-		
Date:	<u>RO #:</u>	<u>Days Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
03/20/07	558434	3	19,308	Customer states there is a message to service the power steering, it comes and goes. Diagnosed and checked. Found code C0460. Fault found in steering wheel position sensor. Replaced steering column, steering wheel position sensor a part of column and cleared codes. Road tested and okay with adjustment pedals.
06/25/07	563087	1	25,698	Customer states there is a rubbing or squeak sound heard in steering at times, when turning right or left. Road tested with CUST and no sounds heard on road test with CUST but did hear in parking lot on right turn once. UNABBLE TO DUPLICATE CONCERN AT THIS TIME, NO NOISE HEARD AT THIS TIME.
09/25/07	266010	1	31,838	Customer states there is a squeaking noise heard from the steering column. Diagnosed and checked. Inspected and found steering column was making noise and replaced column.

### Squeal Noise in Steering

### □ <u>No Start Issue - Intermittent</u>

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
11/30/06	553212	5	12,440	Customer states engine will not start. Diagnosed and checked. Found nothing intermittent or open in starter. Diagnosed and replaced starter.
08/20/07	565751	2	29,929	Customer states car will not crank, waited 10 min. and able to start. Diagnosed and checked. Checked for bulletins, found no problems. UNABLE TO DUPLICATE CUSTOMER CONCERN.
09/25/07	266010	1	31,838	Customer states car would not crank or start for a half hour. Diagnosed and checked. Scanned for codes and none stored, vehicle stated several times and working to specifications at this time.

# *VERIFIED WITH CUSTOMER IF THE VEHICLE HAS NEVER BEEN INVOLVED IN AN ACCIDENT*: NO **IF YES, THE REPAIR ORDERS MUST BE ATTACHED**.

### THE STATE LEMON LAW READS:

Days out of service: 30 business days out of service Repairs: 4 repair attempts Time period: Express warranty period or 1 year, whichever is first. Does Lemon Law state nonconformity must continue to exist? YES If applicable, safety-related repairs {# of repair attempts} Safety-related time period {# of months} / {# of miles}

Number of repair attempts in the presumption period:1 repairTotal days out of service during the presumption period:5 daysTotal days out of service during customer's ownership:{# of Days}

### Vehicle Meets Presumption of Lemon Law YES / NO

### PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION Concern: {TEXT} Date & Offer/Result: {TEXT}

### RECOMMENDATION AND RATIONALE

Reminder: Take into consideration:

- 1) DVM/Service Manager insight
- 2) if there are any un-repaired defects, or;
- 3) Are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

CUST seeks: The customer is looking to have the vehicle repurchased only as she is not interested in keeping this vehicle and looking to purchase a more reliable vehicle.

DVM states: District Service Manager – W. Toffolo - DVM advised that at that age and mileage the manufacturer is not willing to offer replacement or repurchase.

SM states: AUBURN PONTIAC - Service Manager - Gary S. - Advised that the vehicle has only been there once in 09/07, where they corrected the steering and some brake work as well and inspected the no start issue and they were unable to duplicate the customers concern.

CRS rationale: The CUST would appear to be eligible for under the terms of the MI LL; however she would fail to meet presumption under the terms of the MI LL as well for replacement or repurchase. The manufacturer at this time not interested in offering the customer a voluntary replacement or repurchase of the vehicle and would like to continue to repair the vehicle under the terms of her warranty and her GMPP as well. The manufacturer has requested for a TE to be completed to address the customers concern and hopefully address the intermittent issue that the customer is experiencing with the vehicle. The manufacturer is willing to settle the claim with two monthly payment reimbursements on the current vehicle as the customer already has had a GMPP GW from CAC in regards to her vehicle. CRS is seeking the findings of the TE report before offering the settlement formally to the CUST.

CRS FINAL OFFER:	REPAIR CUSTOMER CONCERN	<b>DATE:</b> 11/26/07	CUST: {Accepted / Declined}
Goodwill: TWO MONTH REIMBURSEMENTS	ILY PAYMENT	Attorney Fees (if appli	cable): \${Amount}

TEAM LEAD APPROVING: KIM SINCLAIR/BRIDGET CAZABON Date: Monday, January 10, 2011

RCMPR010	VEHICLE DEI PROCESSING	IVERY/INCEN SOURCE: PON	FIVE HISTORY FIAC			/12/07 :59:58 1
VIN: 1G2ZF55B4 64		SELLG SCE:	16 MDL YR		-	
ODATE: 08/04/05 ORDER DDATE: 04/14/06 DLVY	FAN: FAN:	OTYPE: 0' DTYPE: 02	70 DLVY SS/S 21 SRVC TYP	SITE CI E:	D: 16 MILEAGE:	07525
DLVY DOE: 04/17/06 CANC: CANC DOE: TRADE: TRD DOE: SRVC IN: SRVC OUT: BFSO ORD DT: PRICE ASSUR DT:	DLVY TO: SAC	JST: ASSUR RT:		M	I	
		INCENTIVES-				
CODE PAY SS/SITE DXP 01 16 07525	INV/INC NO 00030119114			MTHD OA	DLR SHR 0.00	
	CHECK NO: INC MEMO NO: MISC:	00030119114	SSN: AUTH PUR		TYPE: 6	
CODE PAY SS/SITE FFC 01 16 07525	INV/INC NO 00030080060	DATE 04/18/06	AMOUNT 29.89		DLR SHR 0.00	
PROCESS TYPE: 001 DATA SCE: DLVY MISC DATE: POLICY PYMT CMNT:		00030080060	SSN: AUTH PUR		TYPE: 6	
	INV/INC NO 00030119114		AMOUNT 940.75	MTHD OA	DLR SHR 0.00	
DATA SCE: DLR	CHECK NO: INC MEMO NO: MISC:	00030119114	SSN: AUTH PUR		15283678 TYPE: 6	

5155 State Street Saginaw, Michigan 48603 989-790-5155 989-791-6553 www.McDonaldAuto.Com



To: 	Paulo Salvador	Pages:	Trina Taylor	
Fax:	866-597-4470	rayes.		
Phone:	<u> </u>	Date:	11-15-2007	
Re:		cc:		
X Urge	nt 🛛 For Review	🗆 Please Comment	🗆 Please Reply	🗆 Please Recycle

• Comments: per our conversation on 11-14-2007 please review the following pages. If you have any questions please call me 989 790-5155 ext 1103. Thank you.



 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

#### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

					CELL:	
CUSTOMER NO. 25662	ADVISON JIM SCHMIDT		6319 TAG		INVOICE DATE 12/04/06	PNCS553212
		ISE NO.	MILEAGE	12 440	COLOR	STOCK NO.
	YEAR / MAKE / MODEL			12,440	DELIVERY DATE	P8596
AUBURN HILLS, MI	06/PONTIAC/G6/ VEHICLE I.D. NO.	4DR SDN			04/14/06 SELLING DEALER NO.	PRODUCTION DATE
	1 G 2 Z F 5 5					
	F. T. E. NO.		P. O. NO.		R. O. DATE 11/30/06	
	COMMENTS				-	
LABOR					INSURANCE CO.	
U# 1 06PNZ01 *IGNITION SYSTEM HOURS: ENGINE WILL NOT START-NOTHING INTERMITTENT OPEN IN STARTER. DIAGNOSED AND REPLACED STARTER.	0.70 TECH(S):428	. '	• • • •	WARRANTY		
J# 2 20PNZN NATIONAL LOANER CAR HOURS:	TECH(\$):222			WARRANTY	APPROVED BY	
10220330104		TOTAL -		0.00	Aready and an	
				0.00	CLAIM NO.	
PARTS······QTY···FP-NUMBER-····DESCRIP           JOB # 1         1         89017756         *STRTR           JOB # 1         -1         89017756         CORE RE	REM 2.041	UNIT	PRICE-	WARRANTY	ATTENTION	CANHIER
JOB # 1 -1 89017756 CORE RE	TURN	TOTAL -	PARTS	WARRANTY 0.00	DEDUCTIBLE DE	TTERMENT
ן SUBLETPO#VEND INV#-INV.DATE-DESCRIP	ΤΊΩΝ			1	OTHER AN	IOUNT
JOB # 1 82165 66250 11/30/06 TOW IN JOB # 1 82321 66250 12/08/06 ADJUST JOB # 2 82220 410679872 12/04/06 FIVE DA				WARRANTY WARRANTY	SIGNATURES	
JOB # 2 82220 410679872 12/04/06 FIVE DA	YS	TOTAL		WARRANTY	TERMS are cash on deliver	- ISSTINGATES AVE FOR
		TOTAL · S	UBLE I	0.00	LABOR ONLY, MATERIAL charged 48 hours after rej	IS EXTRA. Storage will be
G.O.G. & SUPPLIES JOB # 1 FREIGHT CHARGE		TOTAL -		WARRANTY 0.00	responsible for loss or damage in case of fire, theft, freezing, beyond our control. An express acknowledged on above car or	to dars or articles left in cars accident, or any other cause garage keeper's lien is hereby
COMMENTS TOW IN-KREAGER BILL LOANER CAR SHEET OK OVERAGE IN TOW IN CAR WOULD NOT START CUST HA MIDLAND SD 11/30/06 NOTE CUST CALLED LATE IN THE DAY AND WAS STRANDE	d towed here from				repairs therete. POWER OF ATTORNEY - KNOW That the updreigned dates hereby a Ponting-CMC-Catalinac-Oldentobi attorney to sign name, place and insurance Checke or Darits issued any repairs to my (tur) automobile in whitever namer is necessary to	anatitute and appoint McDonald le my (out) true and lawful acad of the indersigned on any by fuscionace Company covering authorized by myzoff (ourselvez)
TECHNICIAN CERTIFICATION 428 JOHN J M	ONCMAN	M161754	 ŀ		position. 1 (we) hereby ratify and confir shall or may take by virtue hereo WORK HEREBY AUTHORIZED TO AS OUTLINED ABOVE	n whatever action and attorney f in the premises. THE ABOVE AND CONDITIONS AGREED
					Signed	
					All repairs and parts listed were f Michigan Motor Vehicle Sorvice and	
					X	DRIVING TO THIS PART(S)
					ARE THOSE WHICH MAN MANUFACTURER. THE SE EXPRESSION DISCLAIMS AN EXPRESSION MARCH, IN WARRANTIES OF MERCH) FOR A PARTICULAR PL ASSUME FOR IT ANY LIA WITH THE SALE OF THIS BUYER SHALL NOT BE ENT THE SELLING DEALER DAMAGE, DAMAGES TO P INCOME OR ANY OTHER IN WE guarantee OF SETVICE WORK	BE OFFERED BY THE LLING DEALER HEREBY A WARRANTES, HTHUR CLUDING ANY IMPLIED INTABILITY OR FITNESS IRPOSE, AND NEITHER S ANY OTHER PERSON TO BILITY IN CONNECTION WART(S) AND/OR SERVICE. ITLED TO RECOVER FROM ANY CONSEQUENTIAL ROPERTY, DAMAGES FOR ALL, LOSS OF PROFITS, OR CODENTAL DAMAGES.
PAGE 1 OF 2 CUSTOMER COPY	[CONT	TINUED ON I	NEXT PAGE]	)2:51pm	except afternurket parts, which replacement fails in normal activi free of charge - parts and ident Copyright © 1948 The	es within the period, we'll the in Reynolds and K-yoolds Courses ERAINTINVE SP\$13763 G (08/04



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 Body Shop Fax
 (989) 790-0082

### STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

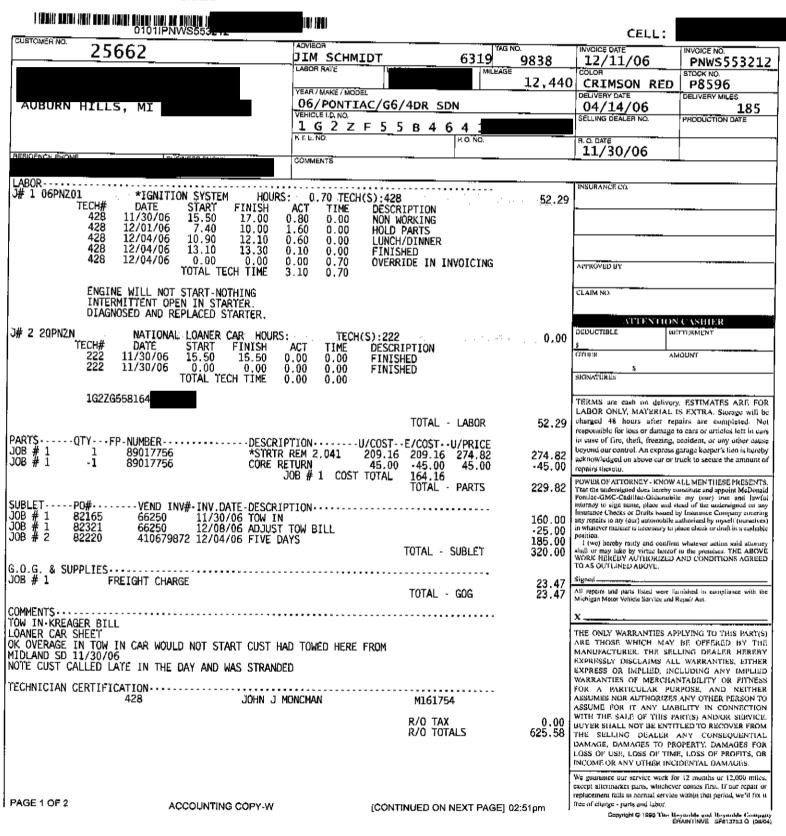
				CELL:	
CUSTOMER NO. 25662	JIM SCHMIDT	6319		INVOICE DATE 12/04/06	PNCS553212
	LABOR RATE	MIĻĘAB	12,440	CRIMSON RED	sтоск NO. Р8596
AUBURN HILLS, MI	VEAR/MAKE/MODEL 06/PONTIAC/G6/4D	R SDN	-	04/14/06	DELIVERY MILLS 185
Abborn Hills, MI	1 G Z Z F 5 5 B			SELLING DEALER NO.	PRODUCTION DATE
	F.T. E. NO.	F. O. NO.		11/30/06	
	COMMENTS				
TOTALS				INSURANCIÉCO.	
REPAIRS PROPERLY COMPLETED AND CHECKED BY	тотл	AL LABOR AL PARTS	0.00		
AUTHORIZED SIGNATURE	TOTA	AL SUBLET AL G.O.G	0.00		
	TOTA	AL MISC CHG. AL MISC DISC		APPROVED BY	
		AL TAX Al invoice s	0.00 0.00	CLAIM NO	
PLEASE RETAIN ORIGINAL RECEIPT	1011		0.00		71461111113
FOR ANY SERVICE WORK GUARANTEES.				VETENTION DEDUCTIBLE BE	TTERMENT
PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE	_IMITED PAY REPAIRS				IOUNT
				SIGNATURES	
CUSTOMER SIGNATURE ************************************		****		TERMS are cash on delivery LABOR ONLY, MATERIAL Charged 48 hours after rej responsible for loss or damage in case of fire, (hel), freezing, beyond our control. An express acknowledged on abwe car or 1 repairs thereto. POWER OF ATTORNEY - KNOW That the undersigned does hereby a totan the undersigned does hereby a totan the undersigned does hereby a totan the undersigned does hereby a totan the undersigned does hereby a totan the undersigned does hereby a totan the undersigned does hereby a totan the undersigned does hereby a totan the undersigned does hereby a totange the by virtue hereby to oblight and the second to the position. 1 (we) hereby ratify and confir dual to may take by virtue hereby WORK HEREBY ALTHORIZED TO AS OUTLINED ABOV! Signed All repairs and parts fixted were f Michigan Mouse Vehicle Service and X THE ONLY WARRANTIES A AR® THOSE WHICH MAY MANUFACTURER. THE SIS EXPRESSIY DISCLAIMS AL EXTRESS OR IMPLIED, IN WARRANTIES OF MERCILL FOR A PARTICULAR PI ASSUMES NOR AUTHORIZED ASSUMES NOR AUTHORIZED ASSUMES NOR AUTHORIZED AMACIE, DAMAGES TO FI LOSS OF USE, LOSS OF THIS 1 UVCR SHALL NOT BE ENT THE SELLING DEALER DAMAGE, DAMAGES TO FI LOSS OF USE, LOSS OF THE NCOME OR ANY OTHER (NI We guarance our service work 1 except altermarket parts, whiche replacement talls in normal servic for of charger - parts and labor.	S EXTRA. Storago will be pairs are completed. Not to cars or articles left in cars accident, or any other cause gange keeper's lion is hereby ruck to secure the amount of ALJ. MENTHESE PRESENTS, maintie and appoint McDonald le my (our) true and lawful fead of the undersigned on any yol insurance Company covaring authorized by myself (nurselves) yol insurance Company covaring authorized by myself (nurselves) yol insurance Company covaring authorized by myself (nurselves) have check or draft in a coshable or whatever action said attorney in the premises. THE ABOVE AND CONDITIONS AGREED and the compliance with the Repair Act.
PAGE 2 OF 2 CUSTOMER COPY	]	END OF INVOICE	] 02:51pm		l Reynolds and Reynolds Company L'MAINTINVE 8F613753 Q (06/04)



176259 Service (989) 791-6537∆ Service Fax (989) 791-65567 Body Shop (989) 790-50985 Body Shop Fax (989) 790-00887

STATE REGISTRATION #F-119564

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STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

L (MAIR) HAIRI HAIRI ARRA (MAIR ARRA) AR ANNA 01011PNVVS9	i Mir Hanni		CELL:	
25662	JIM SCHMIDT	6319	INVOICE DATE	INVOICE NO. PNWS553212
		MILEAGE 12,440	CRIMSON RED	БТОСК NO. P8596
	YEAR/MAKE/MODEL 06/PONTIAC/G6/4DR		04/14/06	DELIVERY MILES
AUBURN HILLS, MI	VEHICLE I.D. NO. 1 G 2 Z F 5 5 B 4		SELLING DEALER NO.	
	F. T. E. NO.	P.O.NU.	R. O. DATE 11/30/06	
The second second second second second second second second second second second second second second second se	COMMENTS			
WARRANTY CLAIM DETAIL TOTALS			INSURANCE CO.	
CLAIM#				
CLAIM TOTALS 625.58				
			ATTROYED DY	
		,		
APPROVED BY SIGNATURE			CLAIM NO.	
DCS AUDIT SLIP. DCS DATA FILE: GMGMWF.621			ATTENTION DEDUCTIBLE BE	CASHIER TTERMENT
0903	RRANTY NEW CLAIM IN DIV DEALER ODOMET	ER SE <u>RVICE ADVISOR</u> #	S CITHER AN	KGUNT
553212 11/30/2006 1G22F56			S SIGNATURES	
CUSTOMER NAME: FIRST: LAST:	MIDDLE; PHONE;WORK:	НОМЕ	TERMS are cash on delivery	. ESTIMATES ARE FOR
LN JOB CT CC PC PART-NO.	TOT-PTS FC LABOP LHRS OF	IRS NET-AMT. LAB-TOT.	LABOR ONLY, MATERIAL charged 48 hours after rep	pairs are completed. Not
1 01 PN 1 89017756 LN-TOT: 282.11 TECH SSN:	229.82 6D J4640 .7 AUTH CODE :	52.29 AUTH. AUTHOR.:	responsible for loss or damage in case of fire, thoft, freezing, beyond our control. An express	accident, or any other cause
COMMENTS: ENGINE WILL NOT ST NT OPEN IN STARTER.	ART-NOTHING	INTERMITTE DIAGNOSED	acknowledged on above car of t repairs thereto.	ruck to secure the amount of
AND REPLACED STARTER. LN JOB CT CC PC PART-NO.	TOT-PTS FC LABOP LHRS OF	IRS NET-AMT. LAB-TOT.	POWER OF ATTORNEY - KNOW That the undersigned does hereby o Pontiae-GMC-Codillac-Oldsmobil	onstaute and appoint McDonald
2 01 PN LN-TOT: 135.00 TECH SSN:	6C T2020	135.00 AUTH, AUTHOR.;	attorney to sign name, place and a Insurance Checks or Drafts issued any repairs to my (our) automobile	tead of the undersigned on any by Insurance Company covering
COMMENTS: OK TOW OBERAGE CAP TOW FROM NIDLAND PER SD	WOULD NOT START LATE IN THE DA	Y AND WAS STRANDED OK	in whatever manner is necessary to position. I (we) hereby ratify and confirm	piace check or draft in a cashable
COMMENT ROUTING CODE: H			shall or may take by virtue hereof WORK HEREBY AUTHORIZED TO AS OUTLINED ABOVE.	' In the premises, THE ABOVE
LN JOB CT CC PC PART-NO. 3 01 MD 1 89017756	<u>9</u> 3 Z5001	RS NET-AMT. LAB-TOT. 23.47	Signod	
LN-TOT: 23.47 TECH SSN:	AUTH CODE:	AUTH. AUTHOR.:	All repuirs and parts listed were if Michtgan Motor Vehicle Service and	
LN JOB CT CC PC PART-NO, 4 02 MJ LN-TOT: 185.00 TECH SSN:	TOT-PTS FC LABOP LHRS OF 98 Z7905 AUTH CODE;	RS NET-AMT. LAB-TOT. 185.00 AUTH. AUTHOR.:	THE ONLY WARRANTIES AI	PLYING TO THIS PART(S)
COMMENTS: 1G2ZG558164	CAME IN LATE 11-30 AND WE ORDER	ED PART 12-1 AND CAME	ARE THOSE WHICH MAY MANUFACTURER. THE SIM EXPRESSLY DISCLAIMS AL	LING DEALER HEREBY
D FIVE DAY RENTAL COMMENT ROUTING CODE: H			EXPRESS OR IMPLIED, IN WARRANTIES OF MERCHA	CLUDING ANY IMPLIED
	R.Q. 1	OTAL: 625.58	FOR A PARTICULAR PU ASSUMES NOR AUTHORIZE: ASSUME FOR IT ANY LIA	S ANY OTHER PERSON TO
****** DUPLIC	ATE INVOICE ****	******	WITH THE SALE OF THIS P BUYER SHALL NOT BE ENTI	ART(S) AND/OR SERVICE.
			THE SELLING DEALER DAMAGE, DAMAGES TO PI LOSS OF USE, LOSS OF TIM	OPERTY, DAMAGES FOR
			INCOME OR ANY OTHER INC We guarantee nor service work f	IDENTAL DAMAGES.
			except aftermarket parts, whichey replacement fails in normal service	er comes first. If our repair or
PAGE 2 OF 2 ACCOUNTING CO	PY-W [ENI	O OF INVOICE ] 02:51pm	free of elarge - parts and labor. Copyright © 1090 Tim J	toyantic and Roynolds Company ENAINTINVE 8F819753 Q (00/04)
			·	

ESS9162686 II:91 2002/SI/II



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 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

STATE REGISTRATION #F-119564

**BODY SHOP REGISTRATION #F-148390** 

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.

CUSTOMER NO.	· · · · · · · · · · · · · · · · · · ·			CELL:	
25662	TOM BOSIO		3 NO.	08/25/06	PNCS548298
	LABOH HATE	MILEA	7,090	COLOH	STOCK NO.
		C/G6/4DR SDN			DELIVERY MILES
AUBURN HILLS, MI	VEHICLE I.D. NO.	F 5 5 в 4 6 4		SELLING DEALER NO.	185 PRODUCTION DATE
	ET.E.NO.	<u>Р.О. NO.</u> Р.О. NO.		R. O. DATE	
······································	COMMENTS			08/25/06	
LABOR		·····		INSURANCE CO.	
J# 1 02PNZ01 TRIM THE LEFT REAR W REGULATOR NOISE DIAG AND REPLAC	HOURS: 1,00 TECH NINDOW MAKES A CLINKING NOISE. PAR Y INTERNALY CED LEFT REAR WINDOW REGULATOR	S):419 T HERE	WARRANTY		
J# 2 02PNZ02 TRIM	HOURS: 1.00 TECH	(S):419	WARRANTY		
PART HERE REGULATOR NOTSE	WINDOW MAKES A CLICKING NOISE ON	THE WAY DOWN		APPROVED BY	
DIAG AND REPLAC	ED RIGHT REAR POWER WINDOW REGULA	TOR		CLAIM NO	
		TOTAL - LABOR	0.00	VITENTION DEDUCTIBLE III	CASHIER STERMENT
JUB # 1 15263126	DESCRIPTION REGULATOR 10.791	UNIT PRICE-	WARRANTY	5	
JOB # 2 1 15263125	REGULATOR 10.791 REGULATOR 10.791	TOTAL - PARTS	WARRANTY 0.00	5	MOUNT
COMMENTS			0.00	SIGNATURES	
WAIT				TERMS are cash on deliver LABOR ONLY, MATERIAL	
TECHNICIAN CERTIFICATION 419	JOSEPH C TODD	M192865		charged 48 hours after re- responsible for loss or damage	pairs are completed. Not
				in case of fire, theft, freezing, beyond our control. An express	accident, or any other cause
REPAIRS PROPERLY COMPLETED A			0.00	acknowledged on above car or i repairs thereto.	truck to secure the amount of
AUTHORIZED		TOTAL LABOR TOTAL PARTS	0.00	POWER OF ATTORNEY - KNOW That the undersigned does hereby a header of Condition of the condition	constitute and appoint McDonald
AUTIONIZED	SIGNATORE	TOTAL SUBLET TOTAL G.O.G	0.00	Pontine-GMC-Cadillac-Oldstachi attorney to sign name, place and a Insurance Checks or Drafts issued	by Insurance Company covering
		TOTAL MISC CHG. TOTAL MISC DISC	0.00	any repairs to my (our) automobile in whatover manner is necessary to position.	place check or draft in a cushable
		TOTAL TAX	0.00	I (we) hereby ratify and confirm shall or may take by virtue hereof WORK HEREBY AUTHORIZED	m whatever action said atterney f in the premises. THE ABOVE AND CONDUCTIONS ACTUBILITY
DIEASE DETAIN ODIOTANA DEGET	87	TOTAL INVOICE \$	0.00	TO AS OUTLINED ABOVE. Signad	
PLEASE RETAIN ORIGINAL RECEI FOR ANY SERVICE WORK GUARANT	EES.			All repairs and parts fisted were fi Michigan Motor Vehicle Service and	urnished in compliance with the
PARTS DESIGNATED WITH AN AST	ERISK (*) INDICATE LIMITED			x	
LIFETIME SERVICE GUARANTEE A	PPLIES FOR CUSTOMER PAY REPAIRS			THE ONLY WARRANTIES AF	
				ARE THOSE WHICH MAY MANUFACTURER, THE SEI EXPRESSLY DISCLAIMS AL	JING DEALER HEREBY
CUSTOMER SIGNATURE	DUPLICATE INVOI	CE ***********	********	EXPRESS OR IMPLIED, IN WARRANTIES OF MERCHA	CLUDING ANY IMPLIED
				FOR A PARTICULAR PU ASSUMES NOR AUTHORIZES	S ANY OTHER PERSON TO
				ASSUME FOR IT ANY LIA WITH THE SALE OF THIS P.	ART(S) AND/OR SERVICE.
				BUYER SHALL NOT BE ENTI THE SELLING DEALER DAMAGE, DAMAGES TO PR	ANY CONSEQUENTIAL
				LOSS OF USE, LOSS OF TIM INCOME OR ANY OTHER INC	E, LOSS OF PROFITS, OR
				We guarantee our service work for except aftermarket parts, whichey	or 12 months or 12,000 miles,
PAGE 1 OF 1	CUSTOMER COPY	END OF INVOICE	02:51cm	replacement fails in normal service free of charge - parts and labor.	
	www.communitia.com/		104-01000	Copyright @ 1990 Tim b	teynolde and Neysoulde Campuny MAINTUNVE NEB13753 & (DB/D4)
PAGE 06	CDONALD PONTIAC	DM	8997626	.86 TT:9T	2002/91/11



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### INVOICE

176259 Service (989) 791-6537 Service Fax (989) 791-655( Body Shop (989) 790-509 Body Shop Fax (989) 790-008

STATE REGISTRATION #F-119564

t inimite nation ()		11 11 11 11 11 12 NW\$548298						
CUSTOMEN NO.	25662	1-11443940588	ADVISOR		TAG NO.			INVOICE NO.
76.L	23002		TOM BOSIO	LICENSE NO.			08/28/06	PNWS548298
			YEAR / MAKE / MODEL	8GJQ23		7,090		P8596
AUBURN A	HILLS, MI		06/PONTIAC/	<u>G</u> 6/40R SDN	l		04/14/06	185
			1 G 2 Z F 5		4			PRODUCTION DATE
F		777 B + S			R 0, NU.		B. O. DATE 08/25/06	
			COMMENTS					
LABOR J# 1 02PNZ01			1.00 TECH(S):	419		74.70	INSURANCE CO.	
i T	ECH# DATE 419 08/25/		ACT TIME DE	SCRIPTION NISHED				
	419 08/25/		).00 1.00 OV ).40 1.00	ERRIDE IN INV	/OICING			- 10 T
	THE LEFT REA	R WINDOW MAKES A CLINKI	NG NOISE. PART H	ERE			APPROVED BY	
	REGULATOR NO	ISEY INTERNALY LACED LEFT REAR WINDOW					X114102081	
J# 2 02PNZ02	TRIM		1.00 TECH(S):	419		74.70	CLAIM NO.	
Υ	ECH# DATE 419 08/25/	START FINISH	ACT TIME DES	SCRIPTION NISHED			ATTENTION	
	419 08/25/	06 _0.00 _ 0.00 0		ERRIDE IN INV	OICING		DEDUCTIBLE SE	การสมพุฒภา
	THE RIGHT REA	AR WINDOW MAKES A CLICK					OTHER AN	IOUNT
	PARI HERE	ISEY INTERNALY	and horse on the				NGNATURES	
	DIAG AND REP	LACED RIGHT REAR POWER	WINDOW REGULATOR			ľ	TERMS are eash on delivery LABOR ONLY, MATERIAL I	ESTIMATES ARE FOR
				TOTAL -	LABOR	149.40	charged 48 hours after $regresponsible for loss or damage$	uirs are completed. Not
PARTS Q <sup>-</sup> JOB # 1	FYFP-NUMBEI		TIONU/COS				in case of fire, theft, freezing, beyond our control. An express	accident, or any other cause
JOB # 2		j	OB # 1 COST TOTA		98.98	98.98	acknowledged on above car or i repairs thereto.	
308 # 2	1 15263:	IZƏ KEGULAT J	OR 10.791 70. OB # 2 COST TOTA	AL 70.70	98.98		POWER OF ATTORNEY - KNOW, That the undersigned does by ob-	pinstitute and appoint McDonald
COMMENTS				TOTAL -	PARTS		Pontine-GMC-Cadillac-Oldsmobil attorney to sign mime, place and a insurance Checks or Dealte issued I	tend of the undersigned on any
COMMENTS WAIT							any repairs to my (our) automobile a in whitever manner is necessary to p position.	uthorized by myself (ourselves)
TECHNICIAN CE	RTIFICATION -						<ul> <li>I (we) hereby ranky and confirm shall or gray take by virtue hereof</li> </ul>	in the promises, THE ABOVE
	419	JOSEPH C	TODD	M192865			WORK HEREBY AUTHORIZED / TO AS OUTLINED ABOVE.	AND CONDITIONS AGREED
				R/O TAX R/O TOTA	LS	347.26	Signed	mished in compliance with the
WARRANTY CLAI	M DETAIL TOTA	ALS					X	Action Act.
CLAIM#							THE ONLY WARRANTIES AP	
	347.36						ARE THOSE WHICH MAY MANUPACTURER, THE SEL EXPRESSIN DISCUAINS ALI	LING DEALER HEREBY
CLAIM TOTALS	347.36					1	EXPRESS OR IMPLIED, INC WARRANTIES OF MERCHAI	CLUDING ANY IMPLIED
							FOR A PARTICULAR PUI ASSUMES NOR AUTHORIZES	
APPROVE	D BY SIGNATUR	۲				1	ASSUME FOR IT ANY LIAE WITH THE SALE OF THIS P	ART(S) AND/OR SERVICE.
							BUYER SHALL NOT BE ENTR THE SELLING DEALER DAMAGE, DAMAGES TO PR	ANY CONSEQUENTIAL
							LOSS OF USE, LOSS OF TIM INCOMB OR ANY OTHER INC.	E, LOSS OF PROFITS, OR
		•				ŀ	Wo guarantee our service work to	r 12 months or 12,000 miles,
PAGE 1 OF 2		ACCOUNTING COPY-W	101				except altermarket parts, whicheve replacement falls in normal service free of charge - parts and labor.	
			ĮĻt	DNTINUED ON N	EAT PAGEJ 02:5	ipm I	Copyright @ 1988 The It	ryaolda and Reyaolds Congany RAINTINVE - SI-613753 Q (06/04)



WE HONOR ALL MAJOR CREDIT CARDS

### INVOICE

176259 Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-509 Body Shop Fax (989) 790-008

STATE REGISTRATION #F-119564

1 <b>16211 2610 1101 3016 1100 3110</b> 1100 1100 1100 1100 1100 110					
CUSTOMER NO.	ADVISOR		TAG	CELL:	
25662	TOM BOSIO	445	TAG I	08/28/06	PNWS548298
		MIL	eage 7,090	CRIMSON RED	STOCK NO.
	YEAH / MAKE / MODEL		7,030	DELIVERY DATE	P8596
AUBURN HILLS, MI		G6/4DR_SDN		04/14/06	<u>18</u> 5
	1 G 2 Z F	558464		SELLING DEALER NO.	PRODUCTION DATE
	F.T. E. NQ.	P. Q. NO.	-	R. O. DATE	
	COMMENTS	·····		08/25/06	
				_	
CS AUDIT SLIP			-	INSURANCE CO.	
DCS DATA FILE: GMG	GMWF.651				
08/28/2006 1043	WARPANTY NEW CLAIM				
RO NUMBER RO DATE	E VIN DIV DEALE		E ADVISOR #		1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
	006 1G2ZF55B464	5 7090		APPROVED BY	
CUSTOMER NAME: FIF LAST:				APPROVED BY	
	PHONE : WORK :	HOME		CLAIM NO.	
	PART-NO. TOT-PTS FC LABOP 15263126 98.98 ZN C0383	LHRS OHRS NET - AMT			
LN-TOT: 173.68	TECH SSN: AUTH CODE	1.0 AUTH. AUTH	74.70 DR.:	ATTENTION	
NOISEY INTERNALY	REAR WINDOW MAKES A CLINKING NO	ISE. PART HERE	REGULATOR	SEDUCTIBLE DET	TURMENT
EPLACED LEFT REAR	WINDOW REGULATOR		DIAGANDR	DTHER AM	OUNT
LN JOB CT CC PC	PART-NO. TOT-PTS FC LABOP	LHRS OHRS NET-AMT.		\$	
2 02 ND 1	15263125 98.98 2N C0382	1.0	74.70		
LN-TOT: 173.68 COMMENTS: THE RIGH	TECH SSN: AUTH CODE	: AUTH, AUTH( OISE ON THE WAY DOWN		TERMS are cash on delivery, LABOR ONLY, MATERIAL IS	
NUISET INTERNALT			DIAG AND R	charged 48 hours after rep.	airs are completed. Not
EPDAGED RIGHT REAR	POWER WINDOW REGULATOR			responsible for less or damage us in case of fire, theft, freezing, a	edident, or any other cause
		R.O. TOTAL: 34		beyond our control. An express g acknowledged on above car or tr	
********************************* D	UPLICATE INVOICE	******	******	ropairs thereto.	
			[ ]	POWER OF ATTORNEY - KNOW A That the undersigned does hereby co.	natitute and appoint McDonald
				Pantine-OMC-Cadillac-Oldsmobile atomicy to sign name, place and ste instrumee Checks or Drafts issued by	ad of the undersigned on my
				in y repairs to my (our) sutomobile at a whatever manner is necessary to pl	aborized by myself (ourselves)
				osition. I (we) hereby ratify and confirm	
			1.	hall or may take by virtue hereof i WORK MEREBY AUTHORIZED A	n the premises. THE ABOVE ND CONDITIONS AGREED
				TO AS OUTLINED ABOVE.	
				All reputes and parts listed were fur	nished in compliance with the
			1	dichigan Motor Vehicle Service and R	oputie Act,
			L L	K	
				THE ONLY WARRANTIES APP VRB THOSE WHICH MAY	
			1	ANUFACTORER. THE SELL COPRESSIN DISCLAIMS ALL	ING DEALER HEREBY
			1	XPRESS OR IMPLIED, INC	LUDING ANY IMPLIED
				VARRANTIES OF MERCHAN 'OR A PARTICULAR PUR	
				ASSUMES NOR AUTHORIZES . ASSUME FOR IT ANY LIAD	
			1	VITH THE SALE OF THIS PAR SUYER SHALL NOT BE ENTIT:	RT(S) AND/OR SERVICE.
			ļ 1	THE SELLING DEALER A	NY CONSEQUENTIAL
				AMAGE, DAMAGES TO PRO OSS OF LISE, LOSS OF TIME	, LOSS OF PROPITS, OR
				NCOME OR ANY OTHER INCH	
			a	Ve goarantoe our service work for xcept aftermarket parts, whichever	comes first. If our repair or
AGE 2 OF 2 ACCO	UNTING COPY-W	[ END OF INVOICE		eplacement fails in assoul service - see of charge - parts and labor.	within that period, we'll fis it
			Jozofpin (	Copyright @ 1998 Thm Ney CB	yanide and Reynolds Company AINTINVE SF0(3753 Q (06/04)
				4n	



 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

				CELL:	
CUSTOMER NO. 25662	TOM BOSIO	44	TAG NO		
	LABOR RATE		ILEAGE	COLOR	PNCS547382
	YEAR / MAKE / MODEL		6,561	DELIVERY DATE	P8596
AUBURN HILLS, MI	VEHICLUID, NO.	C/G6/4DR SDN		04/14/06	185
	1 G 2 Z F	55 <b>6464</b>		R. O. DATE	
8				08/08/06	
	COMMENTS				
LABOR J# 1 02PNZ01 TRIM THE RIGHT REAR POWER IT'S GOING DOWN ORDERED REGULATOR	HOURS: TECH(S R WINDOW MAKES A TICKING NOISE	5):419 WHEN	<b>0,,00</b>	INSÜRANCE CO.	
)# 2 22PNZLOF    GOOD LOF Express Oil & Filter	HOURS: 0.40 TECH(S Change W/ Lube 2.4L 2006	3):10 (	10.06	APPROVED BY	
J# 3 22PNZRT *ROTATE TIRE Rotate Tires All	S HoURS: 0.40 TECH(S	5):10	11.95	CLAIM NO.	
J# 4+02PNZ02 TRIM THE LEFT REAR POWER WAY UP ORDERED REGULATOR	HOURS: TECH(S WINDOW MAKES A TICKING SOUND	5):419 ON THE	000	\$	CASHIER ; TPERMENT
		TOTAL - LABOR	22.01	š	
PARTSQTYFP - NUMBER	DESCRIPTION	UNIT PRICE		SIGNATURES	
JOB # 1 0 15263125 PART ON SPECIAL ORDER	REGULATOR 10.791	134.3	3 0.00	TERMS are cash on delivery LABOR ONLY, MATERIAL I	
** OUANTITY	1 IS SPECIAL ORDERED ** FILTER 1.836	6.0	0 6.00	charged 48 hours after rep responsible for loss or damage (	
JOB # 2 1 12579143 JOB # 4 0 15263126 PART ON \$PECIAL ORDER	REGULATOR 10.791	134.3	3 กักกไ	in case of fire, theft, freezing, a beyond our control. An express a	garage keeper's lien is hereby
** QUANTITY	1 IS SPECIAL ORDERED **			acknowledged on above car or th repairs thereto.	ruck to secure the amount of
		TOTAL • PARTS		POWBR OF AFTORNEY - KNOW / That the undersigned does hereby co	institute and appoint MaDonald
G.O.G. & SUPPLIES JOB # 2 5.0 1 QT OIL	@ 1.830 /UN	IT TOTAL - GOG	- 9.15 9.15	Pontiae-GMC-Cadillae-Oldsmobil attoracy to sign name, place and si Insurance Checks or Drafts issued to any repairs to any (our) automobile a In whatever manner is necessary to p	oy Insurance Company covering authorized by myself (ourselves)
ESTIMATE CUSTOMER HEREBY ACKNOWLEDGES RECE ORIGINAL ESTIMATE OF	\$42 00 (+TAX)		-	position. I (we) hereby ratify and confirm shall or may take by virtue hereof WORK HEREBY AUTHORIZED . TO AS OUTLINED ABOVE.	i whatever action sold attorney in the premises. THE ABOVE AND CONDITIONS AGREED
COMMENTS				Signed	
TECHNICIAN CERTIFICATION	· · · · · · · · · · · · · · · · · · ·			All repairs and parts listed were in Michigan Motor Vehicle Service and I	rnished in compliance with the lepuir Act.
419	JOSEPH C TODD	M192865		x	
				THE ONLY WARRANTIES AP ARE THOSE WHICH MAY MANUFACTURER. THIS SEL EXPRESSLY DISCLAIMS ALL EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED, INC. WARRANTIES OF MERCHAI FOR A PARTICULAR PUT ASSUMES NOR AUTHORIZES ASSUME FOR IT ANY LIAL WITH THE SALL OF THIS IP DUYER SHALL NOT BE ENTIT THE SELLING DEALER DAMAGE DAMAGES TO PR LOSS OF USE, LOSS OF TIM INCOME OR ANY OTHER INC. WE guinnitee our service work fit except afternarket parts, whichew	HE OFFERED BY THE LING DEALER HERBBY UWARBANTIES, ETHER PLUDING ANY IMPLIED NTABUJITY OR FITNESS RPOSE, AND NEITHER ANY OTHER PERSON TO MULTY IN CONNECTION NRT(S) AND/OR SERVICE ILED TO RECOVER FROM ANY CONSEQUENTIAL OPERTY, DAMAGES FOR R, LOSS OF PROPIES, OR IDENTAL DAMAGES.
PAGE 1 OF 2 CL	JSTOMER COPY	(CONTINUED ON NEXT PA	AGE] 02:52pm	replacement fails is normal service free of charge - parts and labor.	



Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-5093 Body Shop Fax (989) 790-0082

WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

				CELL:	
25662	TOM BOSIO	445			PNCS547382
	LABOR RATE	LICENSE NO. MILEAGE	6,561	COLOR	STOCK NO. P8596
AUBURN HILLS, MI	06/PONTIAC/	G6/4DR SDN	· · ·	04/14/06	DELIVERY MILES
ACBORN HILLS, MI	VEHICLE I.D. NO.	55 в 464		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E.NO.	P. O. NO.			
	COMMENTS			08/08/06	
TOTALS				INSURANCE CO.	
REPAIRS PROPERLY COMPLETED AND CHECKED BY		TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G TOTAL MISC CHG. TOTAL MISC DISC TOTAL MISC DISC	22.01 6.00 9.15 0.00 0.00 0.90	APPROVED BY	
		TOTAL INVOICE \$	38.06	CLAIM NO.	
PLEASE RETAIN ORIGINAL RECEIPT FOR ANY SERVICE WORK GLARANTEES.				ATTENTION DEDUCTIBLE BE	CASH4ER TTERMENT
PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOME	LIMITED			5	
LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOME	R PAY REPAIRS			5	100N1
				SIGNATURES	
				charged 48 hours after rep responsible for loss or damage in case of fire, theñ, freezing, beyond our control. An express acknowledged on above car or i repairs thereto. POWER OF ATTORNEY - KNOW	to ears or articles left in cars accident, or any other cause garage keeper's lien is bereby ruck to secure the amount of
				That the underslighted does hereby a Pointiae-GMC-Cadillue-Oldanobil atoroay to sign name, plane had a insurance Checks or Drafts issued any repairs to any (our) nutomobile in whatever manner is nucessary to j position. 4 (we) hereby rahify and confirm shaft army take by white hereof WORK HEREBY ALTHORIZED TO AS OUTLINED ABOVE.	ensultate and appoint McDoradd te my (our) trace and hawfal tead of the andarsigned on any optimizance Company covering unitorized by myself (ourselvee) aloo check or draft in a cashable n whatever astion said attornoy in the premises. THE AGOVE.
				Signed	
				All repairs and parts lined ware fi Michigan Mourr Vehicle Service and	
				X	BE OFFERED BY THE LING DEALER HIRRBY U WARRANTES, STHER CLUDING ANY IMPLIED NTABLITY OR HITNESS RPOSE, AND NEITHER LANY OTHER PERSON TO HELITY IN CONNECTION ART(S) AND/OR SERVICE, TLED TO RECOVER FROM ANY CONSEQUENTIAL OPERTY, DAMAGES FOR U, LOSS OF PROFITS, OK IDENTAL DAMAGES.
PAGE 2 OF 2 CUSTOMER COPY		[ END OF INVOICE ](		We guarantee our service work for except afternarket parts, whichev replacement fulls in normal service free of charge - parts and labor. Copyright © 1998 The H	er comes first. If our republicit



Service(989) 791-6537Service Fax(989) 791-6550Body Shop(989) 790-5093Body Shop Fax(989) 790-0082

WE HONOR ALL MAJOR CREDIT CARDS

STATE REGISTRATION #F-119564

	ADVISOR			TAG	NO.		INVOICE NO.
25662		MIDT	_		9408	06/09/06	PNCS544497
				MILEAGE	3,561	CRIMSON RED	втоск NO. Р8596
AUBURN HILLS, MI		IAC/G6/	4DR SD	 J		04/14/06	DELIVERY MILES
AUBORN HILLS, MI	VEHICLE I.D. NO.	z f 5 5				SELLING DEALER NO.	185 PRODUCTION DATE
	FILE NO.	2 - 3 3	0 4 0	P. O. NO.		H. O. DATE	
F	COMMENTS					06/09/06	
ABOR						INSURANCE CO.	
J# 1 03PNZ01 BRAKES VEHICLE SHAKES WHEN BRAKING CITY, PULSATES, 35 TO 45 MPH EXCESSIVE FRONT BRAKE ROTOR CORROSION LF .004" RF .005" OLF 1.023" ORF 1.025" H0127 .9 REFACE BOTH .8 THERE WAS PULSATION FROM THE BOTH FRONT BRAKF ROTORS & RE	THICKNESS VARIATI FRONT BRAKE WHEN	PLICATION- ON CAUSED STOPPING.	IN BY		WARRANTY	APPROVED BY	
RLF 1.008" RRF 1.011" LF LRC	0.001" RF LRO .00	2"				CLAIM NO.	
J# 2 22PNZLOF GOOD LOF Express Oil & Filter Change	HOURS: 0.40 TE W/ Lube 2.4L 2006	CH(S):126		· .	INTERNAL	ATTENTION DEDUCTIBLE BE	CASHIFIR
			TOTAL -	LABOR	0.00	* AM	OUNT
PARTSQTYFP-NUMBER JOB # 2 1 12579143	DESCRIPTION		UNIT	PRICE.		SIGNATURES	
JOB # 2 1 12579143	FILTER 1.836		TOTAL -	PARTS	INTERNAL 0.00	SKINATORES	
G.O.G. & SUPPLIES.						TERMS are cash on delivery LABOR ONLY, MATERIAL I	
JOB # 2 5.0 1 QT OIL JOB # 2 1.0 RECYCLING FEE-SERVICE	(d. (d.	/UNIT /UNIT	TOTAL •	GOG	INTERNAL INTERNAL 0.00	charged 48 hours after rep responsible for loss or damage t lo case of fire, theft, freezing, a beyond our control. An express g acknowledged on above car or to repairs thereto.	o cars or articles left in cars locident, or any other cause arage keeper's lien is hereby
WAIT-OWNER HAS FREE GIFT CERT.PER NCS,LOF GONE MAIL						POWER OF ATTORNEY - KNOW A	ALL MENTHESE PRESENTS.
TECHNICIAN CERTIFICATION						Pontiae-GMC-Cadillae-Oldsmobile attorney to sign more, place and st Insurance Checks or Drafts issued b	my (our) (rue and lawiul
444 S	COTT B MARTIN		M144179	)		any reputer to my toury automobile a in whetever hautuer is becessary to p position. I (wo) hereby rarity and confirm shall or may take by virtue herand WORK HEREBY AUTHORIZED / WORK HEREBY AUTHORIZED / TO AS OUTLINED ABOVE. Signed	attarized by mysell (courselves) lace check or draft in a cashable Whatever action with attorney in the premises. THE ABOVE ND CONDITIONS AGREED
						All repairs and parts listed were ha Michigan Motor Vehicle Service and P	nvished in compliance with the logair Act.
						X THE ONLY WARRANTIES AP ARIE THOSE WHICH MAY MANUFACTURER, THE SEL EXPRESS OR IMPLED, INC WARRANTIES OF MERCHAN FOR A PARTICULAR PUE ASSUME FOR IT ANY LIAR ASSUME FOR IT ANY LIAR WITH THE SALE OF THIS PA BUYER SHALL NOT BE EXTIT THE SELLING DEALER DAMAGE, DAMAGES TO PRE LOSS OF USE, LOSS OF TIMI INCOME OR ANY OTHER INCOME	BE OFFERED BY THE LING DEALER HEREBY WARRANTIES, EITHER LUDING ANY IMPLIED VITABILITY OR PITNESS POSE, AND NEITHER ANY OTHER PERSON TO JULTY IN CONNECTION RITES AND/OR SERVICE, LUD TO RECOVER PROM NNY CONSEQUENTIAL DPERTY, DAMAGES FOR , LOSS OF PROFILE, OR
PAGE 1 OF 2 CUSTOMER	COPY	[CONTI		IEXT PAGE! (		We gutarantee nar service work fis except aftermarket parts, whicheve replacement fulls in normal service free of charge - parts and labor. Copyright © 1668 The - R	r comes first. If our repair or



 Service
 (989) 791-6537

 Service Fax
 (989) 791-6550

 Body Shop
 (989) 790-5093

 Body Shop Fax
 (989) 790-0082

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

WE HONOR ALL MAJOR CREDIT CARDS

CUSTOMER NO.					CELL:	
25662	JIM SCHMIDT	63.	19 <sup>TAG NO</sup>		06/09/06	PNCS544497
	LABOH HATE		MILEAGE	3,561	CRIMSON RED	втоск NO. Р8596
AUBURN HILLS, MI	06/PONTIAC/G	6/4DR SDN			04/14/06	DELIVERY MILES
AUDURN HILLS, MI	VEHICLE I.D. NO. 1 G 2 Z F 5				SELLING DEALEH NO.	
	HT.E.NO.	<b>7 8 4 0 4</b>	φ,			· · · · · · · · · · · · · · · · · · ·
	COMMENTS				06/09/06	<u> </u>
TOTALS					INSURANCE CO.	
REPAIRS PROPERLY COMPLETED AND CHECKED BY		TOTAL LABOR		0.00	· · · · · · · · · · · · · · · · · · ·	
AUTHORIZED SIGNATURE		TOTAL PARTS		0.00 0.00		
		TOTAL G.O.G TOTAL MISC CH		0.00		
		TOTAL MISC DI			APPROVED BY	
			CES	0.00	CLAIM NO.	
PLEASE RETAIN ORIGINAL RECEIPT			+		VETENTIO	· Z · A (*1111)/15
FOR ANY SERVICE WORK GUARANTEES.				-		ETTERMENT .
PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOME	LIMITED R PAY REPAIRS			-		MOUNT
				-	S SIGNATURES	
CUSTOMER SIGNATURE	E INVÓICE	*****	*****		TERMS are cash on deliver TERMS are cash on deliver LABOR ONLY, MATERIAL charged 48 hours after re responsible for loss or damage in cuse of fire, theft, freezing, beyond our control. An express acknowledged on above car or repairs thereto. POWER OF ATTORNEY - KNOW That the undersigned does hereby ( Power of ATTORNEY - KNOW That the undersigned does hereby ( Power of ATTORNEY - KNOW thereby a the second of the second invariance Checks or Drafts issued inverse to sign rame, place and Invariance Checks or Drafts issued inversion by (our) automobile in whitever hammer is necessary to position. 1 (we) hereby ratify and confir shall or nay take by virtue hereo WORK EERZENY AUTHORIZED TO AS OUTLINGS ABOVE. Signed All repains and parts listed were I Mishigan Motor Vehicle Sorvice and X THE ONLY WARRANTIES AI ARE THOSE WHICH MAY MANUFACTURER. THE SE RXPRESS OR IMPLIED. IN WARRANTIES OF MERCHAR FOR A PARTICULAR PL EXPRESS OR IMPLIED. IN WARRANTIES OF MERCHAR FOR A PARTICULAR PL EXPRESS NOR AUTHORIZE ASSUMES FOR IT ANY LIA WITH THE SALE OF THIS IN DUTER SHALL NOT BE ENT THE SELLING DEALER DAMAGE, DAMAGES TO PH INCOMI; OR ANY OTHER ING We guaranteo our service work f except alternarket parts, whicher	IS EXTRA. Storage will be pairs are completed. Not to cars or articles left in cars accident, or any other cause garage keeper's tim is hereby truck to secure the amount of "ALL MEN THESE PRESENTS, consister and appoint McDonald is my (tor) rule and lawful stead of the undersigned on any by Lawrine Company covering authorized by myself (ourselves) place check or draft in a exclusible in whotever action and automay of the the promuse, THE ADOVE AND CONDITIONS AGREED winished in compliance with the Repair Act. PPLYING TO THIS PART(5) "BE OFFERED BY THE LUNG DEALDR HIREDY L WARRANTIES, EITHER CLUDING ANY IMPLIED WARRANTIES, EITHER CLUDING ANY IMPLIED WARRANTIES, AND NEITHER S ANY OTHER PERSON TO BELITY IN CONNECTION ART(5) AND/OR SERVICE, [TLED TO RECOVER FROM ANY CONSEQUENTIAL ROPERTY, DAMAGES FOR AL, LOSS OF PROP/TS, OR CIDENTAL DAMAGES.
PAGE 2 OF 2 CUSTOMER COPY		[ END OF INV	DICE ] 02:52	lpm	free of charge - parts and labor. Copyright to 1008 The l	Reynolds and Reynolds Company ERAINTINVE SE619753 Q (05/04)

899762686

11/12/2002 17:91



WE HONOR ALL MAJOR CREDIT CARDS

### INVOICE

176259 Service (989) 791-6537 Service Fax (989) 791-655(5) Body Shop (989) 790-509 Body Shop Fax (989) 790-008

STATE REGISTRATION #F-119564

	ili <b>na</b> l ilina <b>na m</b> initara la	<b>E</b> I				
CUSTOMER NO.				TAG NO.		INVOICE NO.
2566	<u> </u>		T 63		06/12/06	PNWS544497
		YEAR / MAKE / MODEL		3,56	L CRIMSON RED	втоск но. Р8596
AUBURN HILLS,	MI		/G6/4DR_SDN		04/14/06	DELIVERY MILES
			55в464		SELLING DEALEN NO.	PRODUCTION DATE
			R O. N	0.	06/09/06	
		COMMENTS				·
TECH# 444 06	BRAKES HOURS DATE START FINISH 709706 10.40 11.60 709706 0.00 0.00	ACT TIME [ 0.60 0.00 1	):444 DESCRIPTION TINISHED OVERRIDE IN INVOIC	126,99	TNBURANCE 20.	
	TOTAL TECH TIME	0.60 1.70	VERKIDE IN INVOIC	TUG		
EXCESSIV CORROSIO	SHAKES WHEN BRAKING AT 70 SATES.35 TO 45 MPH E FRONT BRAKE ROTOR THICKN N LF .004" RF .005"				APPROVED BY	
0LF 1.02 H0127 .9 THERE WAS	3" ORF 1.025" REFACE BOTH .8 S PULSATION FROM THE FRONT NT BRAKE ROTORS & REFACED. 3" RRF 1.011" LF LRO .001"	BRAKE WHEN STOP	PPING. R&R		ATTENTION	CASHIER
RLF 1.008	8" RRF 1.011" LF LRO .001"	RF LRO .002"			STEER AN	10UNT
			TOTAL - LABO	DR 126.99	SIGNATURES	
COMMENTS WAIT-OWNER HAS FREE GI GONE MAIL	IFT CERT.PER NCS.LOF		•	••••	TERMS are cash on delivery LABOR ONLY, MATERIAL I charged 48 hours after rej	S EXTRA. Storage will be
TECHNICIAN CERTIFICAT	ίΟΝ 14 ŚCOιΤΒ	MARTIN	M144179		responsible for loss or damage in case of fire, theft, freezing,	to care or articles left in cars accident, or any other cause
			R/O TAX	0.00	beyond our control. An express a acknowledged on above car or t repairs thereto.	
			R/0 TOTALS	126.99	POWER OF ATTORNEY - KNOW. That the undersigned does hereby or	ALL MENTHESE PRESENTS.
CLAIM# TOTAL	TOTALS	••••••		•••••	Final the international calculation international processing and a second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of	e my (our) true and lawful tend of the undersigned on any sy Insurance Company covering inthonized by myself (ourselves)
•••••	5.99				nation. I (we) hereby ratify and coaffirm shall or may take by virtue hereof WORK HEREBY AUTHOR(ZED) TO AS OUTLINED ABOVE.	
		<u>.</u>			Signed	
APPROVED BY SIGN	<b>IATURE</b>				Michigan Mutor Vehicle Service and f	iqnuir Act.
					X THE ONLY WARRANTIES AP ARE THOSE WHICH MAY MANUFACTURER. THE SEL EXPRESSION DISCLAIMS ALL EXPRESSION DISCLAIMS ALL EXPRESSION DISCLAIMS ALL EXPRESSION DISCLAIMS ALL WARRANTIES OF MERICIDA FOR A PARTICULAR PUT ASSUMES NOR AUTHORIZES ASSUME FOR IT ANY LIAR WITH THE SALE OF THIS P BUYER SHALL NOT BE ENTIT THE SELLING DEALBR DAMAGE DAMAGES TO PR LOSS OF USE. LOSS OF THM INCOME OR ANY OTHER INC	IJE OFFERED BY THE LING DEALER HEREBY LING DEALER HEREBY LUDING ANY IMPLIED NTABILITY OR FITNESS (POSE, AND NEITHER ANY OTHER PERSON TO JULITY IN CONNECTION NRT(S) AND/OR SERVICE, ILED TO RECOVER FROM ANY CONSEQUENTIAL OPERTY, DAMAGES FOR L, LOSS OF PROPITS, OR
PAGE 1 OF 2	ACCOUNTING COPY-W	I	CONTINUED ON NEXT	PAGE) 02:52pm	We guarance our service work to except alternarket parts, whicheve replacement fails in normal service free of charge - parts and labor. Copyright © (860 The R	er comes first. If our repair or
PAGE 13	TIAC	ИСДОИНГД ЬОИ		8997628		2002/91/11



WE HONOR ALL MAJOR CREDIT CARDS

### INVOICE

176259 Service (989) 791-6537 Service Fax (989) 791-6537 Body Shop (989) 791-6550 Body Shop Fax (989) 790-008

STATE REGISTRATION #F-119564

**BODY SHOP REGISTRATION #F-148390** 

	01011PNVVS544497				CELL:	
CUSTOMER NO.	25662	JIM SCHMIDT	6319	AG NO.	106/12/06	PNWS544497
			Mile	AGE 3,561	COLOR	втоск но. Р8596
AUBURN H	ILLS, MI	VEAR/MAKE/MODEL 06/PONTIAC/G6	/4DR SDN		DELIVERY DATE 04/14/06	DELIVERY MILES
		1 G 2 Z F 5			SELLING DEALER NO.	PHODUCTION DATE
r		F. T. E. NO.	P. O. NO.		R. O. DATE 06/09/06	
		COMMENTS			00,00,00	
DCS AUDIT SLI	P	·····			INSURANCE CO	•••
	DCS DATA FILE: GMGMWF.725 06/12/2006 0820	WARRANTY NEW CLAIM				<del></del>
	RO NUMBER RO DATE 544497 06/09/2006 1G22	VIN DIV DEALER 6 07525	ODOMETER SERVICE 3561	ADVISOR #		
	CUSTOMER NAME: FIRST:	MIDDLE: PHONE;WORK:	HOME :		APPROVED BY	
	LN JOB CT CC PC PART-NO		IRS OHRS NET AMT.	LAR.TOT	CLAIM NO	
	1 01 04 LN-TOT: 126.99 TECH SS COMMENTS: VEHICLE SHAKES FRONT BRAKE ROTOR THICKNE	01R02 H0127 N: AUTH CODE: WHEN BRAKING AT 70 MPH, HARD SS VARIATION CAUSED BY CORR	AUTH, AUTHO APPLICATION, IN CI	126.99 R.: EXCESSIVE	5	l'Termen't
	PULSATION FROM THE FRONT	BRAKE WHEN STOPPING, R-R			SIGNATURES	OUNT .
*****		ICATE INVOICE	R.O. TOTAL: 12	6.99	TERMS are eash on delivery	
				-	LABOR ONLY, MATERIAL I charged 48 hours after rep responsible for loss or dramage t in case of fire, theft, freezing, a beyond our control. An express g acknowledged on gbove ear or to repairs thereta. POWER OF ATTOKNEY - KNOW, That the undersigned does hereby ce positiae-GMC-Cadditae-Othemobile attorney to sign name, place and sp any repairs to my toway automable any repairs to my toway automable any repairs to my toway automable any repairs to my toway automable in whatever maaner is necessary to p position. I two hereby railly and confirm wildler may tak by virtus hereof WORK IEREDY AUTHORIZED TO AS OUTLINED AUGUE. Signed wave automable Mitchigan Motor Vahiole Service and F X THE ONLY WARRANTIES AP ARE THOSE WHICH MAY MANUFACTURER. THE SEL	airs are completed. Not o cars or articles left in cars iccident, or any other cause ange keeper's lien is hereby tack to secure the amount of ALL MENTHESE PRESENTS. Institute and appoint MoDould's try four fure and lawful and of the undersigned on any phanance Company envering undersized by nyself (runestless) have check or draft in a cashable whatever action said atomey in the promotes. THE ABOVE IND CONDITIONS AGREED whatever action said atomey in the promotes. THE ABOVE IND CONDITIONS AGREED whatever action said atomey in the promotes. THE ABOVE IND CONDITIONS AGREED PLYING TO THIS PART(S) BE OFFERED BY THE LING DEALER HEREBY
PAGE 2 OF 2					EXPRESSI DISCLAIMS ALL EXPRESS OF IMPLIED, INC WARRANTIES OF MERCILAI FOR A PARTICULAR POL ASSUMES NOR AUTHORIZES ASSUME FOR IT ANY LIAE WITH THE SALE OF THIS M BUYER SHALL, NOT BE ENTIT THE SELLING DEALER . DAMAGE, DAMAGES TO PRO LOSS OF USE, LOSS OF THIS INCOME OR ANY OTHER INCO WE guarantee our service work for except aftermarket parts, whicheve replacement fails in normal service of othergo - parts and lebot.	LUDING ANY IMPLIED VITABILITY OR FITNESS POSE, AND NEITHER ANY OTHER PERSON TO ILLITY IN CONNECTION INT(S) ANDOR SLEWICE. 'LED TO RECOVER FROM ANY CONSEQUENTIAL DENTY DAMAGES FOR 5, LOSS OF PROFITS, OR DENTAL DAMAGES. * 12 months or 12,000 miles, r comes line. If our repair or
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176259 Service (989) 791-6537 Service Fax (989) 791-6556 Body Shop (989) 790-509 Body Shop Fax (989) 790-008

#### STATE REGISTRATION #F-119564

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CUSTOMER NO.	25662		IM SCHMID	. 63	319		1NVOICE DATE 06/12/06	INVOICE NO. PNIS544497
-			ABOR HATE		MILEAGE	3,561	COLOR	РИ15544497 STOCK NO. Р8596
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7050mm		• V	EMICLE I.D. NO. 1 G Z Z F	558464			BELLING DEALER NO.	PRODUCTION DATE
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G.O.G. & SU JOB # 2 JOB # 2	IPPLIES 5.0 1 QT OIL 1.0 RECYCLING FEE-SERVICE	Ø.	1.830 /UNI	Т		9.15	CLAIM NO.	
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Control# P8596	ACCOUNT NUMBER AMOUN	Τ		TOTAL LABOR. TOTAL PARTS. TOTAL SUBLET TOTAL G.O.G. TOTAL MISC.CI TOTAL MISC.D. TOTAL MASC.D. TOTAL TAX	  HĠ ISC	10.066.050.0010.650.00	LABOR ONLY, MATERIAL charged 48 hours after re- responsible for loss or durage in case of fire, theft, freezing, beyond our control. An express acknowledged on above car or ( repairs thereto. POWER OF ATTORNEY - KNOW That the undersigned doss hereby e	nairs are completed. Not to cars or articles left in cars accident, or any other cause garage keeper's lion is hereby ruck to secure the anothet of ALL MENTHESE PRESENTS.
				TOTAL INVOI	-	26.76	Pointine-GMC-Cadillac-Oldsmobil attorney to sign name, place and s Insurance Checks or Drafts issued	le my (our) true and lawful acad of the nucleosigned on any
							in whetever minimar is noteebury to position.	authorized by myself (ourselves)
	WED BY SIGNATURE	САТЕ	INVOIC	E ********	******	******	I (wa) hereby suify and confir shall or any take by virtue hereof WORK HEREBY AUTHORIZED TO AS OUTLINED ADOVE	f in the premises. THE ABOVE
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PAGE 1 OF 1	ACCOUNTING	COPY-I		L END OF IN	IVOICE ] 02:	52pm	excopt aftermarket parts, whicher replacement fails in normal servic free of charge s parts and labor. Constitut © 1998, Tas. 1	ver comes first. If our repair or
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Service (989) 791-6537 Service Fax (989) 791-6550 Body Shop (989) 790-5093 Body Shop Fax (989) 790-0082

5155 State Street Saginaw, MI 48603

STATE REGISTRATION #F-119564

BODY SHOP REGISTRATION #F-148390

L DIM SCHWIDT 6319 MCDONALD PONTTAC-GMC, INC SAGINAL BENET STRET SAGINAW, MI 48603 MILE 2 Z F 5 B 4 6 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 6 4 4 MILE 2 Z F 5 B 4 5 F 4 B 4 5 F 4 B 4 5 F 5 F 5 F 5 F 5 F 5 F 5 F 5 F 5 F 5		ADVISOR	TA		INVOICE BATE	INVOICE NO.
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EtAINTINE SF013730 Q	PAGE 1 OF 1 CUSTOMER COPY		END OF INVOICE	] 02:52pm	free of charge - parts and labor.	
			-		Coltrade roop a lite	ERAMITINVE 8F613753 Q (08/04



176259 Service (989) 791-6537 Service Fax (989) 791-65565 Body Shop (989) 790-509 Body Shop Fax (989) 790-008

#### STATE REGISTRATION #F-119564

**BODY SHOP REGISTRATION #F-148390** 



BOSCH CDR REPARTION Redacted PURSUANT TO THE FREEDOM OF

# INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

CDR File information	
Vehicle Identification Number	1G1ZT53856F
Investigator	DONALD WADE
Case Number	71-575819123
Investigation Date	Wednesday, November 28 2007
Crash Date	Friday, November 16 2007
Filename	1G1ZT53856F CDR
Saved on	Wednesday, November 28 2007 at 11:50:33 AM
Collected with CDR version	Crash Data Retrieval Tool 2.9139
Reported with CDR version	Crash Data Retrieval Tool 2.9139
EDR Device Type	airbag control module
Event(s) recovered	None

### **Data Limitations**

CDP File Info

### SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

-SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.

-Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.

-Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.

-SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.

-Brake Switch Circuit Status indicates the status of the brake switch circuit.

-Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.

-Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".

-The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.

-If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.

-The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.

-Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

#### SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's

1G1ZT53856F





communication network. -The Belt Switch Circuit is wired directly to the SDM.





# **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

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### **Comments**

THE VEHICLE WAS INSPECTED AT FRANK Z CHEVROLET,1620 BROWN STREET,DAYTON,OH. 45409,937-224-2600. THE VEHICLE HAD COLLISION DAMAGE TO THE LEFT FRONT WHEEL COVER/WHEEL AND LEFT FRONT DOOR. STEERING COMPLAINT.

	PRODUCT ALLEGATION RESOLUTION
	ELIMINARY INSPECTION
STEERING	G, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS
Customer's Name: {	Inspection Date: {11-28-07
	et Model: {Malibu/2006
File # <b>{71-57581</b>	
	` `
Mileage at Inspection: {14654	<u>Inspection Location: {Frank Z Chevrolet,1620 Brown Street,</u>
	{Dayton,OH 45409
Inspector's phone number: {317-258-4959	Inspected By: {Donald Wade
Section 1	NSPECTION SUMMARY
BRIEFLY Describe the customer's AL	
{Owner stated that her steering locke	d up causing her to have an accident
{	
	the facts and observations: (Additional cmts may be placed in section 9)
	o the left front wheel cover and wheel, there were scuff marks_on the left
	he steering was very difficult to turn,there was no power_assist. The plem found with the mechanical operation of the steering system other
	chicle's front and rear suspension systems were inspected,all suspension
{and steering components were intac	t and properly connected and tightened. The Tech 2 scan tool was used
	em,one diagnostic trouble code was found,U2111/Symptom00,loss
	I system. The fuse relay centers were checked for open fuses for the
{system, mere were no open ruses	
{	
-	
Section 2	
	INTERVIEW - INCIDENT DETAILS
Obtain all of the information for this s	
Obtain all of the information for this s	
Obtain all of the information for this s <u>Provide a complete description of the</u>	Section from the Driver/Claimant e incident according to the DRIVER / CLAIMANT
Obtain all of the information for this sProvide a complete description of theInterview mode:x By Telephone	section from the Driver/Claimant e incident according to the DRIVER / CLAIMANT
Obtain all of the information for this s Provide a complete description of the Interview mode: x By Telephone Interview date: {11-26-07	Section from the Driver/Claimant         e incident according to the DRIVER / CLAIMANT         e In Person       Incident Date and Time: {11-16-07,8:45am
Obtain all of the information for this s Provide a complete description of the Interview mode: x By Telephone Interview date: {11-26-07 Was a police/fire department report of Provide driver/claimant's description of i	Section from the Driver/Claimant         e incident according to the DRIVER / CLAIMANT         e In Person       Incident Date and Time: {11-16-07,8:45am         btained?       Yes x No         ncident. If there was a collision, describe all collision events; include description
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Obtain all of the information for this s Provide a complete description of the Interview mode: x By Telephone Interview date: {11-26-07 Was a police/fire department report of Provide driver/claimant's description of i of other vehicles involved; describe all of may be placed in section 9) {Owner stated that she was in the proc {driveway,she stated as she was back {the driveway,as she tried to turn the {husbands vehicle,damaging her from {her husband's vehicle was not dama Driver/other occupant's physical descrip {Female,5ft 5inches tall,32years old, m If there was a collision:	Section from the Driver/Claimant         e incident according to the DRIVER / CLAIMANT         e In Person       Incident Date and Time: {11-16-07,8:45am
Obtain all of the information for this s Provide a complete description of the Interview mode: x By Telephone Interview date: {11-26-07 Was a police/fire department report of Provide driver/claimant's description of i of other vehicles involved; describe all of may be placed in section 9) {Owner stated that she was in the proc {driveway,she stated as she was back {the driveway,as she tried to turn the {husbands vehicle,damaging her from {her husband's vehicle was not dama Driver/other occupant's physical descrip {Female,5ft 5inches tall,32years old, m If there was a collision:	Section from the Driver/Claimant         a incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         a incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         a incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the DRIVER / CLAIMANT         b incident according to the Secure according to the Secure according to the Secure according to the secure contacted. (Additional cmts         b incident according to the garage, the driveway is a type of shared         king up she had to turn slightly to avoid her husbands car that was in         steering the steering wheel would'nt turn and she scraped against her         b two cover and wheel, scra
Obtain all of the information for this s Provide a complete description of the Interview mode: x By Telephone Interview date: {11-26-07	Section from the Driver/Claimant         e incident according to the DRIVER / CLAIMANT         e In Person       Incident Date and Time: {11-16-07,8:45am
Obtain all of the information for this s Provide a complete description of the Interview mode: x By Telephone Interview date: {11-26-07	Section from the Driver/Claimant         e incident according to the DRIVER / CLAIMANT         e In Person       Incident Date and Time: {11-16-07,8:45am
Obtain all of the information for this s Provide a complete description of the Interview mode: x By Telephone Interview date: {11-26-07	Section from the Driver/Claimant         e incident according to the DRIVER / CLAIMANT         e In Person       Incident Date and Time: {11-16-07,8:45am

Driving conditions at the time of the incident: Weather conditions & Visibility: {Clear and dry\_\_\_\_\_Approximate Temp (°F): {50\_

2 of 8					
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS					
Customer's Name:         Inspection Date:         {11-28-07           Vehicle Brand:         {Chevrolet         Model:         {Malibu/2006           File #         {71-575819123_         VIN:         {1G1ZT53856F					
Road Surface:       x Concrete       Asphalt       Gravel       Crushed rock       Dirt         Road Condition:       x Dry       Wet       Icy       Other:_{					
Length of Drive Prior to incident:       Total Time (hrs. & mins.): {1 min       Distance (miles): {15 feet         Estimate of vehicle speed: {2mph_Source of est. {Owner       Estimated vehicle speed at impact: {2mph_Source of est. {Owner         Estimated vehicle speed at impact: {2mph_Source of est. {Owner       Owner         (Do Not report speed information from the Vetronix data here)					
If the driver/claimant description of the vehicle operation prior to and during the incident does not include the following information, please obtain it.					
Steering       Normal       Other x       Describe {Steering wheel wouldn't move         Suspension       Normal x       Other       Describe {         Brakes       Normal x       Other       Describe {         Engine       Normal x       Other       Describe {         Electrical       Normalx       Other       Describe {					
Were any warning lights illuminated or driver information center messages displayed? $\Box$ Yes x $\Box$ No If "Yes", get the details and describe the event(s).					
Has the vehicle behavior noted during this incident ever been noted prior to this incident? $\Box$ Yes x No If "Yes", get the details and describe the event(s).					
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises, smoke or steam observed. <b>{There were no warning lights or messages</b>					
Describe any evasive action: Turning Braking Accelerating xOther: <b>{_No time for action</b>					
Describe cargo (in the vehicle interior, trunk and/or trailer (if any):_{No cargo or trailer					
If a trailer was being towed, photograph the hitch structure, both on the trailer and towing vehicle.					
Did the vehicle leave the roadway?:  Yes xNo Describe: { Objects Impacted:_{1995 Honda Accord					
How was the vehicle transported from the incident site to the present location? Tow Truck x Flat Bed Other					
Additional comments concerning the incident:_{No					
Section 3 INTERVIEW - VEHICLE HISTORY					

PRODUCT ALLEGATION RESOLUTION					
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS					
Customer's Name:         Inspection Date:         {11-28-07           Vehicle Brand:         {ChevroletModel:         {Malibu/2006           File #         {71-575819123VIN:         {1G1ZT53856F					
Source of information (name, address, phone number, & relationship), if other than claimant:  { Comments: (Additional cmts may be placed in section 9)					
<b>{No</b>					
VEHICLE MODIFICATIONS / ALTERATIONS         Are any vehicle modifications or alterations present, and has any after-market equipment been installed?         (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absorbers, springs, modified body, electrical components, powertrain, wheels or tires, after-market seats, etc) Describe:         {No modifications					
Prior electrical system service? x No Yes If yes, describe: {					
Prior collision repair?x No Yes If yes, describe: {					
<pre>{</pre>					
ν Prior chassis system service, repair, or replacement? x No Yes If yes, describe what was done: <i>ι</i>					
Prior electrical system components serviced, repaired, or replaced by whom? ( name, address, phone number) <b>{No</b>					
Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? x No Yes If yes, describe: {					
Section 4 VEHICLE INSPECTION – VISUAL/PHOTO					

### **VEHICLE INSPECTION – VISUAL/PHOTO**

THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSICAL EVIDENCE USING PHOTOS AND WRITTEN OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE APPROPRIATE SECTION.

PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMAGE WITH MANY PHOTOS.

### DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:

{The left front wheel cover and wheel were damaged, the left front door scuffed.\_

UNDERBODY / FRAME / CHASSIS AREA: Describe any damage to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present.

There was no damage to the underbody no damage to any item listed above.

# **CORNER ASSEMBLIES**

Struts/shocks Springs Control arms Confidential GM/PAR

Ball joints Steering knuckles Axle assemblies

Tire/wheel assemblies

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS							
		<u>Iodel:</u> VIN:	Inspection Date: {Malibu/2006 {1G1ZT53856F	{11-28-07			

Comments: {There was no damage to any of the corner assemblies.

# UNDERHOOD

Engine compartment Brake fluid level and condition Power steering lines, hoses, clamps and connections Power steering fluid level and condition

Comments:

{There was no damage to any listed item under the hood. All fluid reservoirs full,no powersteering reservoir, {sealed system\_\_\_\_\_\_

### **GENERAL OBSERVATIONS**

Photograph and comment on any aftermarket equipment found, vehicle modifications or items that are unusual or out of place.

Comments:

### {There was no aftermarket equipment.\_\_\_\_

Section 5

# **VEHICLE INSPECTION - PASSENGER COMPARTMENT**

### INTERIOR

Instrument panelOdometerControlsSteering wheel and colurOverall view of seat positionDriver and passenger sePhoto of options label-glove box/trunkSunvisors and headlinerPersonal items/cargoSunvisors and headliner

Odometer Steering wheel and column Driver and passenger seat back angle (inclinometer measurement) Sunvisors and headliner

# **<u>INTERIOR INSPECTION</u>** (Describe any damage and photograph )


# Section 6

# STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

Use the following table to identify what you did and what you found during the inspection. Identify the tests and test results for the applicable items. Describe anything relevant to the allegation that is not in normal working condition, does not function properly or is a non production part. Take appropriate photographs.

4 of 8

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION					
STE	ERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS				
	Inspection Date:       {11-28-07         evrolet       Model:       {Malibu/2006         575819123_       VIN:       {1G1ZT53856F				
ITEM	OBSERVATIONS/TEST RESULTS				
Steering system-Are all components in place and connected in a normal manner? Can the steering wheel be rotated lock to lock with appropriate movement of the front wheels. Is there any binding, sticking or uneven feel?	{All steering components in place and properly attached and tightened. The steering wheel turned lock to lock with appropriate movement of the front wheels. No sticking or binding				
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	{The linkages were free from cracks or bends,no signs of contact				
Gear/rack and pinion-Any sign	{There was no signs of rack/pinion leakage.				
of leakage, damage to boots on the rack, contact by foreign objects?					
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	{The steering column is properly fastened to dash.				
Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to check pressure and flow.	{The vehicle had no power assist,the electronic power steering was in- operative				
PS fluid level and condition- Color, contamination, odor	{There is no power steering reservoir,electronic steering /controlled by electric motor				
Steering knuckle-All attachments secure and proper?	{No damage to steering knuckles,secure and properly fastened				
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	{no damage to suspension components,all component properly attached				
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RF	{No damage ,all components properly attached.				
scraped, etc. RF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc Rear sway bars,	{No damage to suspension,shocks ,spring,control arms all properly attached				

5 of 8

### PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS

Customer's Name: Vehicle Brand: File #

{Chevrolet\_\_\_\_ Model: {71-575819123 VIN: Inspection Date:

{Malibu/2006\_

{11-28-07

{1G1ZT53856F

trailing arms properly attached	
and undamaged. LR Strut attachments, springs intact; control arms properly attached, deformed, broken,	{_no damage to suspension,shocks,spring,control arms all properly attached
scraped, etc. RR	
Rear axle assembly-deformed, signs of impact, properly located, etc.	{No damage,properly located and aligned
Deformation to the frame	{No deformation.
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	{There was no evidence of axle or suspension contact with frame,body or other components
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	{There was no evidence of any contact with undercarriage and road surface
Stability Enhancement system/components-check for codes with Tech II	{No codes
Engine (normal, other)-Obtain codes using a Tech II.	{PCM diagnostic code/P0826 /symptom 00/up and downshift switch circuit
Electrical (normal, other)	{No codes
Warning lights/messages displayed? Describe and obtain codes using a Tech II	{No warning lights or messages
Anything components missing?	{No components missing
Other	{No

If the vehicle is driveable, conduct a road test to evaluate the concern expressed by the customer. Describe the results of the road test. If the concern is observed during the road test, it would be desirable to get a Tech II "snapshot". {The steering was very difficult to turn especially at low speeds, no power assist.

If the vehicle is equipped with an ABS/Traction Control/Stability Enhancement System, use a Tech II to obtain any codes stored as current and/or history. Document via photos and include the code description. Follow the procedures in the service manual to determine the cause of each stored code which relates to the allegation. State which procedures were followed, record results of each test and state the root cause of each code. Consult with the CRM or Team Manager of the PAR group if this process leads to a disassembly of components. Follow the procedure in the General Guidelines for parts that need to be assembled for evaluation. No diagnostic trouble codes found with system.

			7 of 8
	PRODUCT ALLEO PRELIMINARY INSPI STEERING, SUSPENSION, A		SYSTEMS
<u>Customer's Name:</u> <u>Vehicle Brand:</u> <u>File #</u>	{ChevroletModel: {71-575819123VIN:	Inspection Date: {Malibu/2006 {1G1ZT53856F	{11-28-07

Inspect the system wiring, connections and components for damage. Note if the damage was the result of the incident.

# TIRE AND WHEEL INSPECTION

1. **IDENTIFICATION:** 

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	<u>(Goodyear)</u>	<u>(Eagle GA)</u>	( <u>P205/70R15)</u>	<u>(psi)</u>	32nds of inch	
LF	<u>Bridgestone</u>	Insignia	P215/60R16	<u>10</u>	<u>7/32</u>	<u>0bx8e201206</u>
RF	<b>Bridgestone</b>	Insignia	P215/60R16	<u>24</u>	<u>8/32</u>	<u>0bx8e201206</u>
LR	<u>Bridgestone</u>	Insignia	P215/60R16	<u>24_</u>	<u>7/32</u>	<u>0bxe201206</u>
RR	<u>Bridgestone</u>	Insignia	P215/60R16	<u>24</u>	<u>8/32</u>	<u>0bxe201206</u>

Note: DOT numbers may be found on the inside of each tire adjacent to the rim.

Describe and photograph any damage to tires and wheels, such as scrapes, marks due to impact, cuts, tread separation, flat spots, bead separation, embedded grass/dirt, etc. Photographs should include inner and outer views of the damaged tire/wheel assemblies with chalk marks on each assembly to denote position on vehicle (RF, LF. RR and LR). LF Left front wheel and wheel cover damaged.

### RF

LR		
RR		

# 2. TIRE PLACARD DATA:

Record the fo	ollowing data: (located on driv SIZE	PRESSURE (psi)	decklid) PRESSURE AT MAXIMUM LOAD(psi)
TIRES	P15/60R16	30	
SPARE TIRE	T125/70D16	60	60

### Section 7

# SITE INSPECTION

# SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:

Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.

Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc), nearest posted speed limit signs in the direction of travel, etc...

Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.

	PRODUCT AI	LEGATION RESOLUTION	
	PRELIMINARY IN	ISPECTION	
	STEERING SUSPENSIO	N, AXLE, TIRE AND WHEEI	SVSTEMS
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Customer's Name:	۱ ۱	Inspection Date:	{11-28-07
Vehicle Brand:	{Chevrolet Mod	el: { <b>Malibu/2006</b>	
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File #	{ <b>71-575819123</b> VI	N: {1G1ZT53856F	
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Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

# Photograph the scene and property if involved.

# Comments:

{The site was not inspected.\_\_\_\_\_

Section 8

COMMENT OVERFLOW

Please use this page if needed for additional comments from the inspection form. Please note the section and area the comments are continued from prior to each comment.

(			
[	 		
[	 	 	
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### Section 9

### **OTHER REPORT INFORMATION**

# Check here if there was evidence of a "Fire-Related" event.

According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.

Attachments: (Check all that apply)

x Photographs x Data Downloads

Other Records

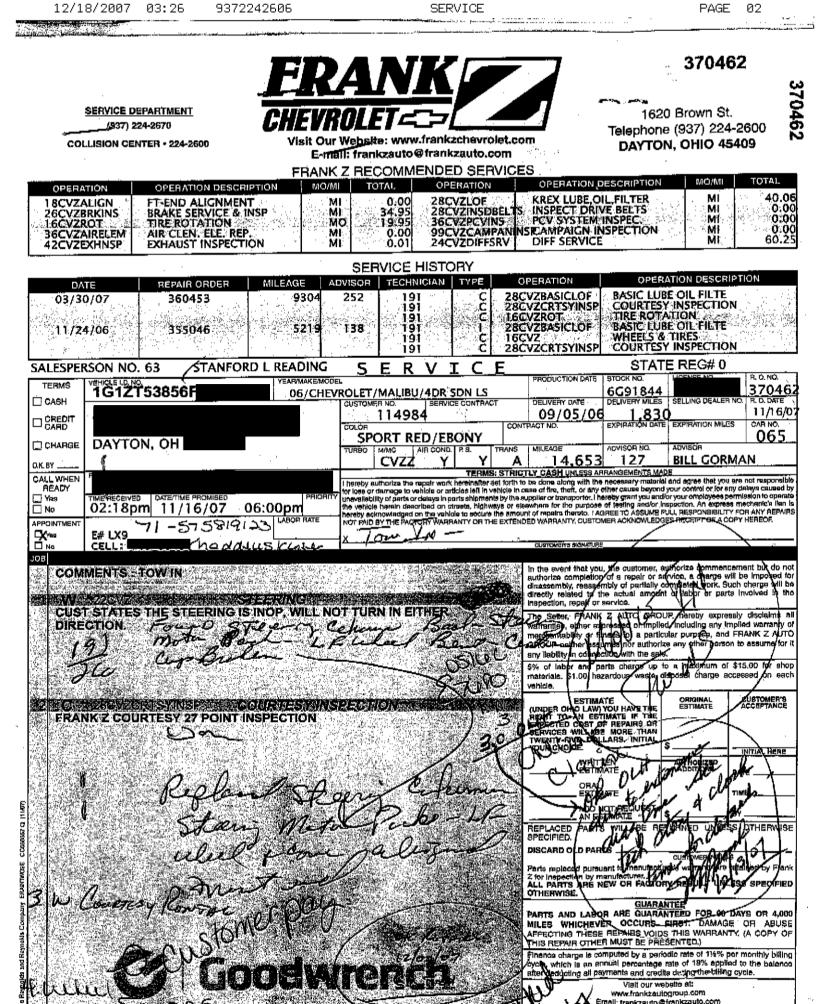
#### **PRODUCT ALLEGATION RESOLUTION** PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES Customer's Name: Inspection Date: {11-28-07 {Malibu/2006 Vehicle Brand: {Chevrolet Model: File # {71-575819123 VIN: {1G1ZT53856F Inspector Donald Wade Digital Digital Neg.# Description 0 1. DSCN0001 VIN PLATE 2. DSCN0003 FRONT OF VEHICLE 3. DSCN0005 RIGHT SIDE OF VEHICLE FROM THE FRONT 4. DSCN0006 LEFT SIDE OF VEHICLE FROM THE FRONT 5. DSCN0012 REAR OF VEHICLE 6. DSCN 0014 RIGHT SIDE OF VEHICLE FROM REAR 7. DSCN0015 LEFT SIDE OF VEHICLE FROM REAR 8. DSCN0016 SCUFF MARKS ON LEFT FRONT DOOR 9. DSCN0017 DAMAGE TO LEFT FRONT WHEEL AND COVER DSCN0018 CLOSEUP OF DAMAGE TO LEFT FRONT WHEEL AND COVER 10. DSCN0019 SCUFF MARKS ON LEFT FRONT DOOR 11. DSCN0020 FRONT INTERIOR FROM THE LEFT 12. 13. DSCN0021 INSTRUMENT PANEL, KEY ON 14. DSCN0023 TECH 2 STEERING DTC MENU SCREEN 15. DSCN0024 TECH 2 STEERING ECU POWER STEERING CONTROL MOUDULE, NO COMM. SCREEN 16. DSCN0026 TECH 2 BCM MENU SCREEN DSCN0027 TECH 2 BCM DTC SCREEN U2111 LOSS OF COMMUNICATION WITH STEERING 17. DSCN0030 TECH 2 PCM DTC P0826 UP AND DOWN SHIFT SWITCH CIRCUIT 18. 19. DSCN0033 TIRE PLACARD 20. DSCN0035 ENGINE COMPARTMENT DSCN0037 COOLANT AND BRAKE RESERVOIRS 21. 22. DSCN0039 ENGINE AND TRAN PANS 23. DSCN0040 CENTER UNDERCARRIAGE DSCN0041 RIGHTG FRONT SUSPENSION 24. 25. DSCN0042 LEFT FRONT SUSPENSION DSCN0043 LEFT REAR SUSPENSION 26. 27, DSCN0044 RIGHT REAR SUSPENSION 28. DSCN0045 REAR SUSPENSION CONTROL ARMS AND UNDERCARRIAGE 29. DSCN0046 REAR SUSPENSION AND MUFFLER DSCN0047 RIGHT FRONT TIE RODS 30. DSCN0048 LEFT FRONT TIE RODS 31. **DSCN0049 RACK AND PINION** 32. DSCN0050 RACK AND PINION 33. 34. DSCN0051 LEFT FRONT DOOR WITH SCUFF MARKS REMOVED WITH SHOP TOWEL DSCN0052 LEFT FRONT DOOR WITH SCUFF MARKS REMOVED WITH TOWEL, NEED BUFFING OUT 35. 36. DSCN0053 LEFT FRONT DOOR WITH SCUFF MARKS REMOVED 37.

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	S - WARRANTY	
	S - CUST DRIVES A	-
		DOLAN, LAWRENCE at 5:20 AM.
	S - Extended 1 days	by DOLAN, LAWRENCE at 6:20 AM for 20 day(s).
12/5/07 6:49 AM		DOLAN, LAWRENCE at 5:49 AM.
		by DOLAN, LAWRENCE at 6:49 AM for 19 day(s).
	S - Extended 1 days	
	-	ternal@0 Cust Pay@0
	S - WARRANTY	-
	S - CUST DRIVES A	MALIBU
12/4/07 12:33 PM	S - Warranty@18 In	iernal@0 Cust Pay@0
	S - WARRANTY	
	S - CUST DRIVES A	
		DOLAN, LAWRENCE at 11:33 AM.
		anged by DOLAN, LAWRENCE at 12:33 PM.
		by DOLAN, LAWRENCE at 12:33 PM for 18 day(s).
12/3/07 6:07 AM	S - Extended 1 days	2
		DOLAN, LAWRENCE at 5:07 AM. by DOLAN, LAWRENCE at 6:07 AM for 17 day(s).
	S - Extended 3 days	
		ernal@0 Cust Pay@0
	S - WARRANTY	
	S - CUST DRIVES A	MALIBU
11/30/07 6:34 AM		DOLAN, LAWRENCE at 5:34 AM.
		by DOLAN, LAWRENCE at 6:34 AM for 14 day(s).
	S - Extended 1 days	
		ernal@0 Cust Pay@0
	S - WARRANTY	
• • • • • • • • • • • • • • •	S - CUST DRIVES A	
11/29/07 6:29 AM		DOLAN, LAWRENCE at 5:29 AM.
	S - Rontol ovtended	by DOLAN I AMOENICE at 6:00 AM for 19 doutes

- S Rental extended by DOLAN, LAWRENCE at 6:29 AM for 13 day(s).
- S Extended 1 days at No Limit/day.
- S Warranty@13 Internal@0 Cust Pay@0
- S WARRANTY
- S CUST DRIVES A MALIBU
- 11/28/07 6:34 AM S - Message sent by DOLAN, LAWRENCE at 5:34 AM.
  - S Rental extended by DOLAN, LAWRENCE at 6:34 AM for 12 day(s).

# $\ensuremath{\mathsf{ARMS}}\xspace{1mm}\ensuremath{\mathbb{R}}$ - Automated Rental Management System (Patent Pending)

Page 3 of 4

		S - Extended 1 days at No Limit/day.
		S - Warranty@12 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/27/07	6:23 AM	S - Message sent by DOLAN, LAWRENCE at 5:23 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:23 AM for 11 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@11 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/26/07	6:35 AM	S - Message sent by DOLAN, LAWRENCE at 5:35 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:35 AM for 10 day(s).
		S - Extended 3 days at No Limit/day.
		S - Warranty@10 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/23/07	4:10 PM	S - Message sent by DOLAN, LAWRENCE at 3:10 PM.
		S - Rental extended by DOLAN, LAWRENCE at 4:10 PM for 7 day(s).
		S - Extended 2 days at No Limit/day.
		S - Warranty@7 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/21/07	6:22 AM	S - Warranty@5 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
		S - Message sent by DOLAN, LAWRENCE at 5:22 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:22 AM for 5 day(s).
11/00/07	6.40 AM	S - Extended 1 days at No Limit/day.
11/20/07	6:40 AM	S - Message sent by DOLAN, LAWRENCE at 5:40 AM.
		S - Authorization changed by DOLAN, LAWRENCE at 6:40 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:40 AM for 4 day(s).
		S - Extended 1 days at No Limit/day. S - Warranty@4 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/19/07	6:32 AM	S - Message sent by DOLAN, LAWRENCE at 5:32 AM.
1010/07		S - Authorization changed by DOLAN, LAWRENCE at 6:32 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:32 AM.
		S - Extended 2 days at No Limit/day.
		S - Warranty@3 Internai@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/16/07	6:11 PM	R - Ticket 543479 opened on 11/16/07 at 5:42 PM.
	5:24 PM	S - Message sent by DOLAN, LAWRENCE at 4:24 PM.
		S - Warranty@1 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
	5:23 PM	R - Authorization confirmed by Enterprise at 4:23 PM.
		R - Reservation number 164047.
		S - Authorization sent at 5:23 PM for 1 days at No Limit/day.
		S - Authorized by DOLAN LAWRENCE.
		S - Assigned to DOLAN LAWRENCE.
		S - Direct Bill Authorization set at 100 %
		S - Warranty@1 Internal@0 Cust Pay@0
<b>.</b> .		S - WARRANTY
C-Cont D	السيدين فمحم الصارية	N., Noto Ta Cali

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\* Time is displayed based on your local time zone: GMT-05:00

ARMS® - Automated Rental Management System (Patent Pending)

^ Top Of Page

Invoicing:

Printer Friendly Page

Fint Rental History too

Use the "Print" button from your browser after clicking the "Printer Friendly Page" button.

RENTAL INFORMATION: Enterprise Rent-A-Car Location; ENTERPRISE RENT-A-CAR (3876)	BILLING DETAIL: Authorized: Days	
910 S PATTERSON BLVD	Rate:	No L
DAYTON, OH	Direct Bill Percent:	1/

DAYTON, OH (937) 223-1800

#### INVOICE: Invoice Number: Invoice Date: 12/14/07

ADDITIONAL INFORMATION: Renter: AP# or RO#/PO#; RO370462/9944

#### Actual Rental:

**Total Authorized:** 

 Rental Period: 11/16/07 to 12/14/07 (28 days)

 Billed Period: 11/16/07 to 12/14/07 (28 days)

 Actual Days:

 18 DAYS @ 37.00

 11 DAYS @ 42.00

 1 SALES TAX% 7.00

 29 DAYS VLF @ 0.26

 Direct Bill %:

 Total Charges:

 4

 Armount Received:

^ Top Of Page

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The Regrouds and Regittolds Company Educative COSH2310 (1107)

SERVICE

# CVWS370462

1620 Brown St. Telephone (937) 224-2600 DAYTON, OHIO 45409

Visit Our Website At: www.frankzchevrolet.com E-mail: frankzauto@frankzauto.com

3111

CUSTOMER NO.	100000	CELL:
114984	ADVISOR TAG NO.	INVOICE DATE INVOICE NO. 12/19/07 CVW5370462 COLOR STOCK NO.
	YEAR / MAKE / MODEL	DELIVERY MILES
DAYTON, OH	06/CHEVROLET/MALIBU/4DR_SDN_LS	SELLING DEALER NO. PRODUCTION DATE
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	JOB # 1 TOTAL LABOR & PARTS 899.67	ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS
J# 3+58CVZ3 COURTESY RENTAL COURSES NOURS	ANT TECHCS 250 BAR BEAR AND AND AND AND AND AND AND AND AND AND	ITEM/ITEMS.
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JOB # 4 1 9595389 WHEEL JOB # 4 1 9595819 COVER	5.803 168.24 168.24 235.54 235.54 5.858 25.55 25.55 35.77 35.77 SM- 5.875 1.21 1.21 1.69 1.69 JOB # 4 COST TOTAL 195.00 JOB # 4 TOTAL PARTS 273.00	BILLING CYCLE, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% APPLIED TO THE BALANCE AFTER DEDUCTING ALL PAYMENTS AND CREDITS DUBING THE
	JOB # 4 TOTAL LABOR & PARTS 348.20	
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TOW IN CAR IS IN THE BODY SHOP 12/12/07	<b>c</b> wrench	
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2375.87 CLAIM TOTALS 2375.87		
PAGE 1 OF 2 ACCOUNTING COPY-W	[CONTINUED ON NEXT PAGE] 01:44pm	

SERVICE

CVWS370462 1620 Brown St.

Telephone (937) 224-2600 DAYTON, OHIO 45409

Visit Our Website At: www.frankzchevrolet.com E-mail: frankzauto@frankzauto.com

CVWS370462

BTOMER NO.	ADVISOR	TAG ND.	INVOICE DATE	
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			(937) 2	224-2670
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SERVICE

CVWS370462

Telephone (937) 224-2600 DAYTON, OHIO 45409

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E/

1620 Brown St.

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# 3+SSCV23       COURTEST RENTAL       HOUSSI       TRECHCSD:2507244 (1990)       TRECHCSD:2507244 (1990)         OVERNIGHT COURTEST REATAR REQUIRED.       STECHCSD:2507244 (1990)       STECHCSD:250724 (1990)       STECHCSD:250724 (1990)       STECHCSD:250724 (1990)         OVERNIGHT REPTAR REQUIRED.       ATTACHED TO WARRANTY SCRAPPING COPY.       OVERNIGHT REPTAR REQUIRED.       STECHCSD:27001.1 DAY. 77902.2 DAYS.       DAYS OF A 4000 MILL         Z7903.3 DAYS. Z7304.4 DAYS. Z7305.5 DAYS Z7305.6 TECH#       JOB # 3 TOTAL LABOR & PARTS       0.00         ## 4+16CVZ       IMPELLS & TIRESS       HOURSSI ST.00.7 ECHCH#       STECAL COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY) (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY) (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY) (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY) (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMAGE CAMARANTY (A COURS HIST CAMARANTY (A COURS HIST CAMARANTY (A COURS HIST CA			100 # 1 TA			ASSUME FOR IT	ANY LIABILITY IN
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ATTACHED TO WARANTY SCRAPPING COPY, OVERNIGHT RENTAL VENICLE USED. 27901-1 DAY, Z7902-2 DAYS, Z7903-3 DAYS, Z7904-4 DAYS, Z7905-5 DAYS Z7096-6 TECH# JOB # 3 TOTAL LABOR & PARTS       0.00         ## 4+16CVZ       WHEELS.& TIRES       HOURSS: 0.100, TEGH(S):L191/26000000000000000000000000000000000000	OVERNIGH	T REPAIR REQUIRED, RENT	AL AGREEMENT COPY TO L	AF.		<u>GUAR/</u>	NTEE
27903 3 DAYS, 77904 4 DAYS, 77905 5 DAYS, 77905 6 TECH3, JOB # 3 TOTAL LABOR & PARTS       0.00         W # 4+16CVZ       JOB # 3 TOTAL LABOR & PARTS       0.00         REPLACE LET FRONT MEELS AN TIRES       HOURSE IN 0.00 TEGHICSULIDITIZED       0.00         MMACED WHEN STEERING ASSIST FAILED       HOURSE IN 0.00 TEGHICSULIDITIZED       4000 TEGHICSULIDITIZED         VARTS	ATTACHED	TO WARRANTY SCRAPPING C	OPY.			PARTS AND LABOR	
JOB # 3 TOTAL LABOR & PARTS       0.00       WHICHEVER OCCURS FIRST DAMAGEC         ## 4+16CV2       WHEELS & TIRES      HOURSS ILCOLTEGH(S):191/260       WHEELS ///////////////////////////////////	Z7903-3	DAYS. Z7904-4 DAYS. Z79	27901-1 DAY, 27902-2 05-5 DAYS 27096-6 TEC	DAYS, H##			
## #F16CV2       WHEELS & TIRES       HOURS       100 (0) (FEGH(S): 191 (260 (1) (1) (1) (1) (1) (200 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			JOB # 3 TO	TÄL LABOR & PARTS	0.00		
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MOUNT & SICERING ASSIST HALLD       REPLACE WHEEL COVER       FINANCE CHARGE IS COMPUTED BY         PARTS       OTY - FP-NUMBER       DESCRIPTION       U/COST - E/COST - U/PRICE       FINANCE CHARGE IS COMPUTED BY         D0B # 4       1       9595389       MHEL 5.803       168.24       235.57       35.77         D0B # 4       1       9595389       COVER 5.858       25.55       25.55       35.77       37.77         D0B # 4       1       9439866       STEM ASM. 5.875       1.21       1.69       1.69       1.69         J0B # 4       1       9439866       STEM ASM. 5.875       1.21       1.21       1.69       1.69         J0B # 4       10439866       STEM ASM. 5.875       1.22       1.21       1.69       1.69         J0B # 4       TOTAL LABOR & PARTS       348.20       1128.00       1128.00       1128.00         UBLET	REPLACE	LEFT FRONT WHEEL AND CO	VER	e de la cere en en de la construction de la forma de la designa de	er et der Grei Greife, est eliteriet.		
ARTS       UTY - PF-NUMBER       DESCRIPTION       U/COST - L/COST - L/COST - U/PRICE         1008 # 4       1       9595389       WHEEL 5.803       168.24       235.54       235.54         1008 # 4       1       9595389       WHEEL 5.803       168.24       235.54       235.54         108 # 4       1       9439866       STEM ASM - 5.875       1.21       1.21       1.69       1.69         108 # 4       1       9439866       STEM ASM - 5.875       1.21       1.21       1.69       1.69         108 # 4       108 # 4       108 # 4       TOTAL PARTS       273.00       THE BALANCE AFTER DEDUCTING AN         108 # 4       108 # 4       TOTAL LABOR & PARTS       348.20       THE BALANCE AFTER DEDUCTING AN         108 # 3       9944       38765434       12/14/07 CAR RENTAL       TOTAL - SUBLET       1128.00         0MMENTS       1128.00       1128.00       1128.00       X       CUSTOMER SIGNATURE         WSTOMER PICKED UP 12/42/07       Image: Completion of the partment (937) 224-2670       Image: Completion of the partment (937) 224-2670       Image: Completion of the partment (937) 224-2670         IAIM#       107AL       2375.87       Image: Completion of the part (1937) 224-2670       Image: Completin (1937) 224-2670       Image: Comple	MOUNT & I	WHEN STEERING ASSIST FA	ILED ( & REPLACE WHEEL COM	-D			· · · · · · · · · · · · · · · · · · ·
008 # 4       1       9595839       MHEEL 5.803       168.24       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.54       235.57       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       35.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       36.77       37.70       37.02       37.70       37.70       37.70       37.70	PARIS++CUTYEP-N	JMBERDES	CRIPTION	ΓE/COSTU/PRICE			
JOB # 4 COST TOTAL 195.00 TOTAL 273.00  JOB # 4 TOTAL PARTS 273.00  JOB # 4 TOTAL PARTS 273.00  JOB # 4 TOTAL LABOR & PARTS 348.20  JOB # 4 TOTAL LABOR & PARTS 348.20  JOB # 3 9944 3876D5434 12/14/07 CAR RENTAL TOTAL - SUBLET 1128.00  INVELTION TOTAL - SUBLET 1128.00  INVELTION TOTAL - SUBLET 1128.00  INVELTION TOTAL - SUBLET 1128.00  R/0 TAX S 2375.87  LAIM TOTALS 2375.87  LAIM TOTALS 2375.87  CUESTOMER SIGNATURE CONCENTER CONCENTER CONCENTER CONCENTER COLLISION CENTER COLLISION	JOB # 4 I 99	595389 WHE 595819 COV	EL 5.803 168	24 168.24 235.54	235.54		
JOB # 4 TOTAL PARTS 273.00 BILLING CYCLE. BILLING CYCLE. BI	JOB # 4 1 9	439866 STE	M ASM- 5.875 1	21 1.21 1.69			
JOB # 4 TOTAL LABOR & PARTS 348.20 $JUB ET PO# PO# PO#$				- 195.00		PAYMENTS AND CRU	
UBLETPO#VEND INV# INV. DATE DESCRIPTION. 08 # 31128.00 $OB # 3 9944$ 3876D5434 12/14/07 CAR RENTALTOTAL - SUBLET1128.00OMMENTSTOTAL - SUBLET1128.00OW IN AR IS IN THE BODY SHOP 12/12/07Image: Constrained by the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon					273.00	BILLING CYCLE.	
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INDE # 3       9944       387605434 12/14/07 CAR RENTAL       1128.00         COMMENTS       TOTAL - SUBLET       1128.00         OW IN NAR IS IN THE BODY SHOP 12/12/07       CONCLASSING CONCLASSING       0.00         R/O TAX       0.00       8       8         R/O TAX       0.00       937) 224-2870       937) 224-2870         COLLISION CENTER       (937) 224-2870       6         LAIM#       TOTAL S       2375.87       COLLISION CENTER         LAIM TOTALS       2375.87       COMPLETE       COLLISION CENTER	SUBLET PO#-	VEND INV# INV. DATE DES	CRIPTION	· · · · · · · · · · · · · · · · · · ·	••••		
IUTAL SUBLET 1128.00 OMMENTS	JOB # 3 9944	3876D5434 12/14/07 CAR	RENTAL		1128.00		
OW IN AR IS IN THE BODY SHOP 12/12/07       COOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOOO				TUTAL - SUBLET	1128.00		
AR IS IN THE BODY SHOP 12/12/07 USTOMER PICKED UP 12 400 R/O TAX 0.00 R/O TAX 0.00 R/O TOTALS 2375.87 ARRANTY CLAIM DETAIL TOTALS LAIM#				N8			
Service department         R/O TAX       0.00         R/O TAX       0.00 <td>CAR IS IN THE BODY</td> <td></td> <td>harks.charged 2*</td> <td><b>W A M M M M M M M M M M</b></td> <td></td> <td>CUSTOMER</td> <td>SIGNATURE</td>	CAR IS IN THE BODY		harks.charged 2*	<b>W A M M M M M M M M M M</b>		CUSTOMER	SIGNATURE
R/O TAX R/O TOTALS0.00 2375.87(937) 224-2670ARRANTY CLAIM DETAIL TOTALSCOLLISION CENTER (937) 224-2600LAIM# 2375.872375.87LAIM TOTALS2375.87LAIM TOTALS2375.87	CUSTOMER PICKED UP 12			in sing in the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s		SERVICE DE	PARTMENT
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ARRANTY CLAIM DETAIL TOTALS LAIM#				R/O TAX R/O TOTALS		(837) 22	
LAIM#		TOTALS		INV IVIALD	2010.01		
LAIM TOTALS 2375.87							
LAIM TOTALS 2375.87	CLAIM# TOTAL					(937) 22	4-2600
Collision Center						DU <b>F</b> <sup>®</sup>	
	CLAIM TOTALS 2375	.87				1 7101	
PAGE 1 OF 2 WARRANTY COPY-W ICONTINUED ON NEXT PAGE 01/14mm	PAGE 1 OF 2						CENTER

The Reynotts and Reynolds Company ERMINITSNE OC674331 O [1137]

SERVICE

CVWS370462 1620 Brown St.

Telephone (937) 224-2600 DAYTON, OHIO 45409

Visit Our Website At: www.frankzchevrolet.com E-mail: frankzauto@frankzauto.com

CVWS370462

		CELL:
114984	ADVISOR	
	BTLL GORMAN	COLOR/19/07
	YEAR / MAKE / MODEL 14,65	
DAYTON, OH	VAREA SON LS	
	<del>е<u>1 6</u> 1 2 т 5 3 8 5 6<sub>е</sub>бк</del>	B. O. DATE
		11/16/07
	COMMENTS E# LX9	11/ 10/ 01
1344 RO NUMBER RO DATE 370462 11/16/2007 1GLZT5 CUSTOMER NAME: FIRST: LAST: LAST: LAST: LAST: LAST: LAST: LAST: LAST: LAST: LN JOB CT CC PC PART-NO. 1 01 0J 2 15926870 LN-TOT: 899.67 TECH SSN: COMMENTS: EXT DIAG FOR ONE NG ON AUTHORIZATION FROM GM N GM WILL CALL ME AND AUTHO CLAIM THANKS PAT COMMENT ROUTING CODE: H MEMO PART NUMBERS: 25805894 LN JOB CT CC PC PART-NO. 2 03 MJ LN-TOT: 1128.00 TECH SSN: COMMENTS: IGNDT1356822 ATION DEPT PER THADEAUS KIN IRZATION IS PROCESSED SO HE T COMMENT ROUTING CODE: H LN JOB CT CC PC PART-NO. 3 04 04 3 09595389 LN-TOT: 348.20 TECH SSN: MEMO PART NUMBERS: 09595819	MIDDLE: L         PHONE:WORK:       HOME:         TOT-PTS       FC       LABOP       LHRS       OHRS       NET-AMT.       LAB-TOT.         568.79       GC       E7680       1.4       3.0       330.88         AUTH       CODE: E       AUTH.       AUTHOR.:       0090         INE       CLAIM TO       REPLACE       STEERING       COLUMN       AND MOTOR       WAITI         PRODUCT       ALIGATION       DEPT.       WAS       TOD TO       SUBMIT       AS       IS       THE         TOT-PTS       FC       LABOP       LHRS       OHRS       NET-AMT.       LAB-TOT.         98       Z7906       1128.00       AUTH CODE: G       AUTH.       AUTHOR.:       0090         THIS       CLAIM IS       BEING       HANDLED       THROUGHT       GM       PRODUCT       ALIG         ER       CASE       71-575819123       HAD       TO       SUBMIT       AS       IS       UNTIL         THIS       CLAIM       IS       BEING       HANDLED       THROUGHT       GM       PRODUCT       ALIG         CASE       71-575819123       HAD       TO       SUBMIT       AS       IS <td< td=""><td>STATEMENT OF DISCLAIMÉR THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS, THE SELLER, FRANK Z CHEVROLET, HEREBY EXPRESSLY DISCLAIMS ALL WAR- RANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND FRANK Z CHEVROLET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. <b>GUARANTEE</b> PARTS AND LABOR ARE GUARANTEED FOR 90 DAYS OR 4,000 MILES WHICHEVER OCCURS FIRST, DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY, (A COPY OF THIS REPAIR ORDER MUST BE PRESENTED.) FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 1½% PER MONTHLY BILLING CYCLE, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% APPLIED TO THE BALANCE AFTER DEDUCTING AJ,L PAYMENTS AND CREDITS DURING THE BILLING CYCLE. X CUSTOMER SIGNATURE <u>SERVICE DEPARTMENT</u> (937) 224-2600 <b>X</b></td></td<>	STATEMENT OF DISCLAIMÉR THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS, THE SELLER, FRANK Z CHEVROLET, HEREBY EXPRESSLY DISCLAIMS ALL WAR- RANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND FRANK Z CHEVROLET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS. <b>GUARANTEE</b> PARTS AND LABOR ARE GUARANTEED FOR 90 DAYS OR 4,000 MILES WHICHEVER OCCURS FIRST, DAMAGE OR ABUSE AFFECTING THESE REPAIRS VOIDS THIS WARRANTY, (A COPY OF THIS REPAIR ORDER MUST BE PRESENTED.) FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 1½% PER MONTHLY BILLING CYCLE, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% APPLIED TO THE BALANCE AFTER DEDUCTING AJ,L PAYMENTS AND CREDITS DURING THE BILLING CYCLE. X CUSTOMER SIGNATURE <u>SERVICE DEPARTMENT</u> (937) 224-2600 <b>X</b>
PAGE 2 OF 2 WARRANTY CO	PY-W [END OF INVOICE ] 81:44pm	CENTER

# PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

Customer and Vehicle Information					
Date         12/19/07         Service Request #         71-575819123					
Customer Name					
VIN	1G1ZT53856F				
In-Service Date	9/5/2006	Service Contract?	No		
Current Mileage	14654	Purchased New/Used?	New		
Warranty Blocked?	No		110W		
Branded Title?	No	Mileage at Purchase			
	Dealer and Claim Ir				
Dealer Name	Frank Z Chevrolet				
Dealer Svc Mgr	Mike Fasick	DIr Warranty Admin:	Pat Rauscher		
Dealer Phone	(937) 224-2600	Dealer Fax	(937) 224-2606		
Dealer BAC	112759	2 0 0 0 0 0 0 0	(001) 22 1 2000		
		-			
Dealer Division and Code	13-Chev-09697				
Repair Order Number Repair Order Close Date	370462 12/19/07				
Labor Op. Code Z1242	Dollar Amt:	\$2375.87			
Labor Op. Code Z1242 Labor Op. Code Z1243	Dollar Amt:	φ <b>2313.01</b>	I		
Cause Code (CC)	MJ				
Failure Code (FC)	98				
PUT EVERYTHING IN NET AMOUNT Labor Hours and OLH: Parts and Labor Costs: Net Amount:	DO NOT PUT IN HOURS	\$2375.87			
DO NOT H ROUTE THIS CLA					
Authorization Code:	DO NOT PUT IN AN A	AUTH CODE			
Additional Comments for Deal					
IF THIS CLAIM SHOULD RE. AND FAX A COPY OF THE R			SAP		
	Retain Copy with Deale				
	Internal PAR Info				
Complaint:	1				
	Collision				
Cause:	_				
	Power Steering Failure				
Correction:	· · · · · · · · · · · · · · · · · · ·				
	Repair				
Justification:	Power Steering Failure res	ulting in Collision			
PAR CRS:	Thaddeus Kinzer				
Additional Comments:					

	PRODU	ICT ALLEG	ATION RESOLUTION	
	PRELIMINA			
	STEERING, SUSP	ENSION, A	XLE, TIRE AND WHEEL	SYSTEMS
~				
Customer's Name:		_	Inspection Date:	{11-28-07
Vehicle Brand:	{Chevrolet		{Malibu/2006	
<u>File #</u>	{71-575819123_	VIN:	{1G1ZT53856F	
Mileage at Inspection:	{14654	Inspectio		rolet,1620 Brown Street,_
	47 259 4050	Ter en e ete	{Dayton,OH 4	5409
nspector's phone number: {3	017-200-4909	inspecte	<u>u by: {Donaid Wade</u>	
Section 1	INSPEC	TION SUM	IARY	
BRIEFLY Describe the c	ustomer's ALLEGAT	ION below		
Owner stated that her st	eering locked up ca	using her t	o have an accident	
			·····	
			ervations: (Additional cmts m	
				e were scuff marks_on the left
ront door. The vehicle	was started, the steer	ring was ve	ery difficult to turn, there	was no power_assist. The
vehicle could be driven	with no problem fou	nd with the	e mechanical operation	of the steering system other
				s were inspected, all suspension
				The Tech 2 scan tool was used
nd staaring componen	to word intact and pr			
		diagnastic	straubla aada waa faun	
o check the electronic s	steering system,one			
o check the electronic s communication with ste	steering system,one ering control systen	n. The fuse	relay centers were che	cked for open fuses for the
o check the electronic s communication with ste	steering system,one ering control systen	n. The fuse		cked for open fuses for the
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What was the exact location of the incident. {3110 Earlham Dr,Dayton,OH 45406 Driving conditions at the time of the incident: Weather conditions & Visibility: {Clear and dry\_\_\_\_Approximate Temp (°F): {50\_

2 of 8
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS
Customer's Name:         Inspection Date:         {11-28-07           Vehicle Brand:         {Chevrolet Model:         {Malibu/2006           File #         {71-575819123 VIN:         {1G1ZT53856F
Road Surface:       x Concrete       Asphalt       Gravel       Crushed rock       Dirt         Road Condition:       x Dry       Wet       Icy       Other:
Length of Drive Prior to incident:
Total Time (hrs. & mins.): {1 min       Distance (miles): {15 feet         Estimate of vehicle speed: {2mph_Source of est. {Owner
Estimate of vehicle speed at impact: {2mph_Source of est. {Owner
(Do Not report speed information from the Vetronix data here)
If the driver/claimant description of the vehicle operation prior to and during the incident does not include the following information, please obtain it.
Steering       Normal       Other x       Describe {Steering wheel wouldn't move         Suspension       Normal x       Other       Describe {         Brakes       Normal x       Other       Describe {         Engine       Normal x       Other       Describe {         Electrical       Normalx       Other       Describe {
Were any warning lights illuminated or driver information center messages displayed? $\Box$ Yes x $\Box$ No If "Yes", get the details and describe the event(s).
Has the vehicle behavior noted during this incident ever been noted prior to this incident? $\Box$ Yes x No If "Yes", get the details and describe the event(s).
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises, smoke or steam observed. <b>{There were no warning lights or messages</b>
Describe any evasive action: Turning Braking Accelerating xOther: <b>{_No time for action</b>
Describe cargo (in the vehicle interior, trunk and/or trailer (if any):_{No cargo or trailer
Estimated total weight of cargo: _{ Estimated weight of the trailer, if any. {
If a trailer was being towed, photograph the hitch structure, both on the trailer and towing vehicle.
Did the vehicle leave the roadway?: Yes xNo Describe: {
How was the vehicle transported from the incident site to the present location? Tow Truck x Flat Bed Other
Additional comments concerning the incident:_{No
Section 3 INTERVIEW - VEHICLE HISTORY

Confidential GM/PAR

	3 of 8
PRODUCT ALLEGATION R PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIR	
Vehicle Brand: {Chevrolet Model: {Malit	pection Date: {11-28-07 ou/2006 ZT53856F
Source of information (name, address, phone number, & relationship	), if other than claimant:
<u>Comments:</u> (Additional cmts may be placed in section 9) {No	
Did the owner purchase the vehicle new? x Yes No Date <u>9-06</u> ?	Yes No Date
Are any vehicle modifications or alterations present, and has any after (e.g., objects attached to the steering wheel or instrument panel, con modified body, electrical components, powertrain, wheels or tires, after {No modifications{	trols for disabled persons, shock absorbers, springs, ter-market seats, etc) <u>Describe:</u>
{ <u>VEHICLE REPAIR / SERVICE HISTORY</u> Prior electrical system service? x No Yes If yes, describe: {	{
Prior collision repair?x No Yes If yes, describe:	{
Repaired by whom? (name, address, phone) {	
Prior chassis system service, repair, or replacement? x No Yes	If yes, describe what was done:
Prior electrical system components serviced, repaired, or replaced by <b>{No</b>	y whom? ( name, address, phone number)
Any other pertinent vehicle history information (from interview, GM w If yes, describe:_{	

Section 4

# **VEHICLE INSPECTION – VISUAL/PHOTO**

<u>THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSICAL EVIDENCE USING PHOTOS AND WRITTEN</u> OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE APPROPRIATE SECTION.

PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMAGE WITH MANY PHOTOS.

### DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:

{The left front wheel cover and wheel were damaged, the left front door scuffed.\_

<u>UNDERBODY / FRAME / CHASSIS AREA:</u> Describe <u>any damage</u> to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present.

{There was no damage to the underbody,no damage to any item listed above.\_

### CORNER ASSEMBLIES

Struts/shocks Springs Control arms Confidential GM/PAR Ball joints Steering knuckles Axle assemblies

Tire/wheel assemblies

	PRODUCT ALLE PRELIMINARY INSP STEERING, SUSPENSION,		SYSTEMS
<u>Customer's Name:</u> <u>Vehicle Brand:</u> <u>File #</u>	{ChevroletModel: {71-575819123VIN:	Inspection Date: {Malibu/2006 {1G1ZT53856F	{11-28-07

Comments: {There was no damage to any of the corner assemblies.

# UNDERHOOD

Engine compartment Brake fluid level and condition Power steering lines, hoses, clamps and connections Power steering fluid level and condition

Comments:

{There was no damage to any listed item under the hood. All fluid reservoirs full,no powersteering reservoir, {sealed system\_\_\_\_\_\_

### **GENERAL OBSERVATIONS**

Photograph and comment on any aftermarket equipment found, vehicle modifications or items that are unusual or out of place.

Comments:

### {There was no aftermarket equipment.\_\_\_\_

Section 5

# **VEHICLE INSPECTION - PASSENGER COMPARTMENT**

### INTERIOR

Instrument panelOdometerControlsSteering wheel and colurOverall view of seat positionDriver and passenger sePhoto of options label-glove box/trunkSunvisors and headlinerPersonal items/cargoSunvisors and headliner

Odometer Steering wheel and column Driver and passenger seat back angle (inclinometer measurement) Sunvisors and headliner

# **<u>INTERIOR INSPECTION</u>** (Describe any damage and photograph )


# Section 6

# STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

Use the following table to identify what you did and what you found during the inspection. Identify the tests and test results for the applicable items. Describe anything relevant to the allegation that is not in normal working condition, does not function properly or is a non production part. Take appropriate photographs.

4 of 8

ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all	{All steering components in place and properly attached and tightened. The
components in place and	steering wheel turned lock to lock with appropriate movement of the front
connected in a normal manner?	wheels. No sticking or binding
Can the steering wheel be	
rotated lock to lock with	
appropriate movement of the	
front wheels. Is there any	
binding, sticking or uneven feel?	
Steering linkage-Is the linkage	{The linkages were free from cracks or bends,no signs of contact
free from cracks, bends,	
fractures, etc. Are there any	
scrapes, abrasions, signs of	
contact with any of the linkage?	
Gear/rack and pinion-Any sign	{There was no signs of rack/pinion leakage.
of leakage, damage to boots on	
the rack, contact by foreign	
objects?	
Steering column, ignition switch,	The steering column is properly fastened to dash.
intermediate shaft. Does the	The scenny column is properly rasiened to dash.
column unlock with the ignition	
key "on"? Is the steering column	
properly fastened to the dash?	The vehicle had no newer against the cleatronic newer stearing was in
Steering pump, drive, hoses,	{The vehicle had no power assist, the electronic power steering was in-
connections, flow, pressure. If	operative.
possible, start the engine and	
rotate the steering wheel lock to	
lock. Is power assist normal? If	
not, it may be necessary to	
check pressure and flow.	
PS fluid level and condition-	{There is no power steering reservoir, electronic steering /controlled by
Color, contamination, odor	electric motor
Steering knuckle-All	{No damage to steering knuckles, secure and properly
attachments secure and	fastened
proper?	
Suspension components – LF	{no damage to suspension components,all component properly
Strut attachments, springs	attached
intact; control arms properly	
attached, deformed, broken,	
scraped, etc. Sway bars	
properly attached.	
Strut attachments, springs	{No damage ,all components properly attached.
intact; control arms properly	
attached, deformed, broken,	
scraped, etc. RF	
Strut attachments, springs	{No damage to suspension, shocks , spring, control arms all properly
intact; control arms properly	attached.
attached, deformed, broken,	
scraped, etc Rear sway bars,	

# PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS

Customer's Name: Vehicle Brand: {Chevrolet\_\_\_\_\_

Inspection Date: Model:

{11-28-07\_\_\_\_\_

{Malibu/2006\_\_\_\_

STI	PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION EERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS
-	Inspection Date:       {11-28-07         nevrolet       Model:       {Malibu/2006         -575819123_       VIN:       {1G1ZT53856F
trailing arms properly attached and undamaged. LR Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR	{_no damage to suspension,shocks,spring,control arms all properly attached
Rear axle assembly-deformed, signs of impact, properly located, etc.	{No damage,properly located and aligned
Deformation to the frame	{No deformation.
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	{There was no evidence of axle or suspension contact with frame,body or other components
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	{There was no evidence of any contact with undercarriage and road surface
Stability Enhancement system/components-check for codes with Tech II	{No codes
Engine (normal, other)-Obtain codes using a Tech II.	{PCM diagnostic code/P0826 /symptom 00/up and downshift switch circuit
Electrical (normal, other)	{No codes
Warning lights/messages displayed? Describe and obtain codes using a Tech II	{No warning lights or messages
Anything components missing?	{No components missing
Other	{No

If the vehicle is driveable, conduct a road test to evaluate the concern expressed by the customer. Describe the results of the road test. If the concern is observed during the road test, it would be desirable to get a Tech II "snapshot". **{The steering was very difficult to turn especially at low speeds,no power assist.\_\_\_\_\_** 

If the vehicle is equipped with an ABS/Traction Control/Stability Enhancement System, use a Tech II to obtain any codes stored as current and/or history. Document via photos and include the code description. Follow the procedures in the service manual to determine the cause of each stored code which relates to the allegation. State which procedures were followed, record results of each test and state the root cause of each code. Consult with the CRM or Team Manager of the PAR group if this process leads to a disassembly of components. Follow the procedure in the General Guidelines for parts that need to be assembled for evaluation. No diagnostic trouble codes found with system.

6 of 8

	PRODUCT ALLEG PRELIMINARY INSPE STEERING, SUSPENSION, A		SYSTEMS	
<u>Customer's Name:</u> <u>Vehicle Brand:</u> <u>File #</u>	{ChevroletModel: {71-575819123VIN:	Inspection Date: {Malibu/2006 {1G1ZT53856F	{11-28-07	

Inspect the system wiring, connections and components for damage. Note if the damage was the result of the incident.

# TIRE AND WHEEL INSPECTION

1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	<u>(Goodyear)</u>	<u>(Eagle GA)</u>	( <u>P205/70R15)</u>	<u>(psi)</u>	32nds of inch	
LF	<u>Bridgestone</u>	Insignia	P215/60R16	<u>10</u>	<u>7/32</u>	<u>0bx8e201206</u>
RF	Bridgestone	Insignia	P215/60R16	<u>24</u>	<u>8/32</u>	<u>0bx8e201206</u>
LR	<u>Bridgestone</u>	Insignia	P215/60R16	<u>24_</u>	<u>7/32</u>	<u>0bxe201206</u>
RR	<u>Bridgestone</u>	Insignia	P215/60R16	<u>24</u>	<u>8/32</u>	<u>0bxe201206</u>

Note: DOT numbers may be found on the inside of each tire adjacent to the rim.

Describe and photograph any damage to tires and wheels, such as scrapes, marks due to impact, cuts, tread separation, flat spots, bead separation, embedded grass/dirt, etc. Photographs should include inner and outer views of the damaged tire/wheel assemblies with chalk marks on each assembly to denote position on vehicle (RF, LF. RR and LR). LF Left front wheel and wheel cover damaged.

### RF

LR	 	 
RR		

# 2. TIRE PLACARD DATA:

Record the following data: (located on driver's door edge or inside the decklid)					
	SIZE	PRESSURE (psi)	PRESSURE AT MAXIMUM LOAD(psi)		
TIRES	P15/60R16	30	<u>30</u>		
SPARE TIRE	T125/70D16	60	<u>60</u>		

### Section 7

# SITE INSPECTION

# SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:

Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.

Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc), nearest posted speed limit signs in the direction of travel, etc...

Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.

7 of 8

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS							
<u>Customer's Name:</u> <u>Vehicle Brand:</u> <u>File #</u>	·	<u>Iodel:</u> <u>VIN:</u>	Inspection Date: {Malibu/2006 {1G1ZT53856F	{11-28-07			

Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

# Photograph the scene and property if involved.

# Comments:

{The site was not inspected.\_\_\_\_\_

Section 8

COMMENT OVERFLOW

Please use this page if needed for additional comments from the inspection form. Please note the section and area the comments are continued from prior to each comment.

[		

### Section 9

### **OTHER REPORT INFORMATION**

# Check here if there was evidence of a "Fire-Related" event.

According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.

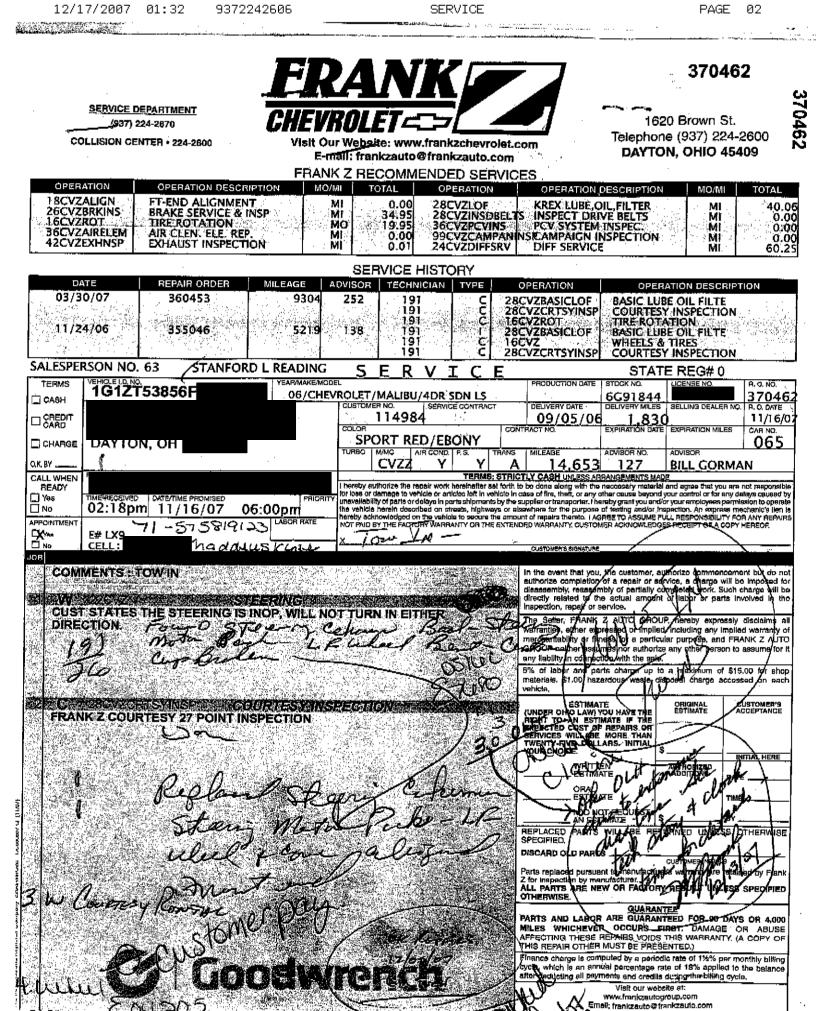
Attachments: (Check all that apply)

x Photographs x Data Downloads

Other Records

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CONSTRACTS FRIENDERS & GEMARKS <u>N</u> ŝ Hed Ň 717 CAT No Vower Steern 1448 1200 Tored to <del>ر</del> ( د) Cheif Pen ades A 1 Streen 5 81 A Carlo wet get any Committed 01:32 TIME streen & ta Checkin Ë ğ H45er mid Ilane lug-Tesch WZh. 1020 Sturr 9372242606 20 Pri <u>~</u> ie en Z m 10 le. හ ල ල Can 10 × C. Clig. Hon. Jes All cileo ate N.0 0-1 CREPATION STRAIGHT THE HOATAS SERVICE nΝ  $\cap$ 3046 1 5. 220VZ COVER 20370462 12/1 80370462 12/ TEST 1 ų, 27572 END NO 281 COH に注意 MP # REPAIR = . . .. 4,000 4G . . . . \_ 54 Jr 1 and 14 - 11 a internet 1. ... t progat . . • tys -١G in which is the ١G 1.11.1 1.1 - . . . . A PAGE 18 C 19 C ê. 1 Charles of the Charles 25 A.S. 1 and shares łG 8 化乙酰胺 化苯 State Course

SERVICE



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1620 Brown St. Telephone (937) 224-2600 DAYTON, OHIO 45409

	114984	ADVISOR		TAG NO	2.		
	-TT4304-	- BTLL GORM/	LICENBE NO.	<u> 127</u>		12/18/07	
		YEAR 7 MAKE / MODEL			14,653		6691844
DAYTON	ОН		LET/MALIBU/	4 <del>DR-SDN</del>			
,			53856			SECLING DEALER NO!	PRODUCTION 01836
		F. T.E., ND.		P.O. N		R. O. DATE	··// has
		COMMENTS				11/16/07	
LABOR & PARTS	S	<u> </u>					
J#: 1 22CVZ	STEERING CUST STATES THE STEER DIRECTION. POWER STEERING INOP, ING PACK BAD. LEFT FRO REPLACE STEERING COUNT	HOURS: 440 TECHT ING IS INOP. WILL NOT TURN INSPECT AND FOUND THE COLUMN DNT WHEEL BENT & CENTER CAP 4N. STEERING MOTOR PACK AND F DRIVE TO VERIFY PROPER OPE	AND STEER-	YUR CAREAU	WARRANTIY	STATEMENT OF THE FACTORY WARR. ALL OF THE WARRAN TO THE SALE OF TH SELLER, FRANK Z OF EXPRESSLY DISCL RANTIES, EITHER EX	ANTY CONSTITUT: TIES WITH RESPEC IIS ITEM/ITEMS, TI HEVROLET, MEREC AIMS ALL WA PRESS OR IMPLIE
	TYFP-NUMBER		······································	PRICE-	WARRANTY	INCLUDING ANY IMPI MERCHANTABILITY C PARTICULAR PURPO	R FITNESS FOR
JOB # 1	1 25805894	MOTOR 6.605	JOB # 1 TOTAL	PARTS	WARRANTY	CHEVROLET NEITHE	R ASSUMES NO
			TOTAL LABOR &			AUTHORIZES ANY C ASSUME FOR IT	
#02 29CV7CRT	SYTNSP OPHDIESV THOSE				0.00	CONNECTION WITH '	
	TRANK & COURTEST Z/ PC	CTION HOURS: 000000000000000000000000000000000000		Kielon an	9.2809 <b>09.90</b> 	ITEM/ITEMS.	NTEE
PARTSQT	YFP-NUMBER	DESCRIPTION	UNIT	PRICE-		PARTS AND LABOR	
			JOB # 2 TOTAL		0.00	FOR 90 DAYS C WHICHEVER OCCURS	DR 4,000 MILE FIRST DAMAGE C
			TOTAL LABOR &			ABUSE AFFECTING	THESE REPAIR
	OVERNIGHT REPAIR REOUI	RED. RENTAL AGREEMENT COPY			WARRANTY	VOIDS THIS WARHANT REPAIR ORDER MUST FINANCE CHARGE IS	DE PRESENTED.) COMPUTED BY
	ATTACHED TO WARRANTY S OVERNIGHT RENTAL VEHIC Z7903-3 DAYS, Z7904-4	CRAPPING COPY. LE USED. Z7901-1 DAY, Z7902 DAYS, Z7905-5 DAYS Z7096-6	-2 DAYS. TECH#			PERIODIC RATE OF 1 BILLING CYCLE, WHIP PERCENTAGE RATE C	CH IS AN ANNUA PF 18% APPLIED T
PARTS QT	YFP-NUMBER	DESCRIPTION	JOB # 3 TOTAL	PRICE - PARTS	0.00	THE BALANCE AFTER PAYMENTS AND CRE BILLING CYCLE.	R DEDUCTING AI DITS DURING TH
		<b>JOB #</b> 3	TOTAL LABOR &	PARTS	0.00		
	DAMAGED WHEN STEERING	HOURS: 1100 TECHUS EL AND COVER ASSIST FAILED RONT WHEEL & REPLACE WHEEL (		UNITE EXAMPLE IN	WARRANTEY		
ARTS	Y FP - NUMBER		S BREAK AND	DDTCE		X	
OB # 4	1 9595389 1 9595849	MALES S. BOS AVENTES			WARRANTY	CUSTOMER S	GIGNATURE
OB # 4 OB # 4	1 9439866	STEM ASM- 5.875			WARRANTY	SERVICE DEP	ARTMENT
			JOB # 4 TOTAL	PARTS	0.00	(937) 224	-2670
	И		TOTAL LABOR &	PARTS	0.00	COLUMON	CENTER
OBLETPO# ØB#F3 994	#VEND INV#-INV 44 3876D5434 12/2	, DATE - DESCRIPTION			MADDANTY	(937) 224	
			TOTAL - S	UBLET	WARRANTY 0.00		
						7105	OMPLETE

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1620 Brown St. Telephone (937) 224-2600 DAYTON, OHIO 45409

CUSTOMER NO.	ADVISOR		AG NO.		
114984	BTLL GORMAN	127		12/18/07	STOCK S370462
		Censë no. Mile/	14-653		
		· · · · · · · · · · · · · · · · · · ·		DEFINIVERY DATE	
DAYTON, OH		<del>/MALIBU/4</del> PR_SD	<del>N LS</del>	SER A CRACK ROS	PRODUCTION DATE 30
	<del>r. 1 z t. 5</del>	- 385-6 <sub>₽6.</sub>			
	COMMENTE		1004.011	11/16/07	
	E# LX9				
CHECK [] OTHER [] INS CHECK     #	*       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *       *         *	TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G TOTAL MISC CHG. TOTAL MISC DISC TOTAL MISC DISC TOTAL TAX	0.00 0.00 0.00	AUTHORIZES ANY O' ASSUME FOR IT A CONNECTION WITH 1 ITEM/ITEMS. GUARAN PARTS AND LABOR A FOR 90 DAYS O WHICHEVER OCCURS ABUSE AFFECTING VOIDS THIS WARBANT	ANTY CONSTITUTES TIES WITH RESPECT IS ITEM/ITEMS, THE HEVROLET, HEREBY AIMS ALL WAR- PRESS OR IMPLIED, LIED WARHANTY OF IR FITNESS FOR A SE, AND FRANK Z IR ASSUMES NOR THER PERSON TO ANY LIABILITY IN THE SALE OF THIS NTEE ARE GUARANTEED OR 4,000 MILES FIRST. DAMAGE OR THESE REPAIRS Y, (A COPY OF THIS
				24400	COMPUTED BY A %% PER MONTHLY CH IS AN ANNUAL IF 18% APPLIED TO R DEDUCTING ALL DITS DURING THE HIGNATURE ARTMENT -2670 CENTER

12/17/2007	01:32	9372242606	
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SERVICE

PAGE 06

ARMS® - Automated Rental Management System (Patent Pending)

Page 1 of 4

<b>ARM</b>	<b>S</b> <sub>F</sub>	RAN	( Z CH	IEVRO	LET	A	utomated	l Rental Ma	
Create A Reservation	Finc Custo				Action Iten	is   Completed	Actions	Reports   Ar	12/ dminist
							Deale	ership: 01 FRA	NK Z C
Custome	r Fi		for		AP	# or RO#/PO#: RC	)370462/9944	4	
Go to Vehicles Ren	ted in	voice							
RENTER INFORM	TION:					Phone Numbers Home E-mail:		Ext.:	
RENTAL INFORMA Current Rental Sta Ticket Number Reservation Numb Authorized Class: Days/Rate: 28 days	tus: Pa er: 164 Mediun	047 n Sports				Enterprise Rent- ENTERPRISE RE 910 S PATTERSC DAYTON, OH 45 (937) 223-1800	ENT-A-CAR(3 ON BLVD	<b>ion:</b> 3876)	
Rental Start Date: VEHICLES RENTE		17				(937) 223-1800			
Effective Date and		Year	Make	Modei					
12/4/07 10:17 AM		2008	CHEV	TBLZ	1GNDT13S682				
ADDITIONAL INFO	RMATK	DN:	-						
AP# or RO#/PO#: F Owner's Vehicle: 2 Vehicle Condition: Additional Driver;	006 CV/	4DR SE	I DN LS			Repair Facility: FRANK Z CHEVR DAYTON OH 45 (937) 224-2600 Labor Hours:			
NOTEBOOK:									
12/14/07 5:15 PM	R - IN R - AM	VOICE : IOUNT	SENT FO	DR APPF 128.00	OVAL/PAYMEN	Т			
6:14 AM S - Message sent by DOLAN, LAWRENCE at 5:14 AM. S - Rental extended by DOLAN, LAWRENCE at 6:14 AM for 28 day(s). S - Extended 1 days at No Limit/day. S - Warranty@28 Internal@0 Cust Pay@0 S - WARRANTY S - CUST DRIVES A MALIBU									
12/13/07 6:47 AM	S - Me S - Re S - Ext S - Wa S - Wa	ssage s ntai exte tended urranty@ NRRAN1	sent by D anded by 1 days at 27 Inter FY	OLAN, L 7 DOLAN t No Limi nal@0 C	AWRENCE at 5: I, LAWRENCE at t/day. Just Pay@0	47 AM. 6:47 AM for 27 da	y(\$).		
12/12/07 6:28 AM	S - Me	ssage s	VES A N ient by D anded by	OLAN, L	AWRENCE at 5: LAWRENCE at	28 AM. 6:28 AM for 26 day	v(s)		

# ARMS® - Automated Rental Management System (Patent Pending)

Page 2	of 4
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		<ul> <li>Contention of the large of Nacional Statistics.</li> </ul>
		S - Extended 1 days at No Limit/day. S - Warranty@26 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
12/11/07 6:2	29 AM	S - Message sent by DOLAN, LAWRENCE at 5:29 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:29 AM for 25 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@25 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
12/10/07 6:4	46 AM	S - Message sent by DOLAN, LAWRENCE at 5:46 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:46 AM for 24 day(s).
		S - Extended 4 days at No Limit/day.
		S - Warranty@24 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
12/6/07 6:2	20 AM	S - Warranty@20 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
		S - Message sent by DOLAN, LAWRENCE at 5:20 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:20 AM for 20 day(s).
		S - Extended 1 days at No Limit/day.
12/5/07 6:4	9 AM	S - Message sent by DOLAN, LAWRENCE at 5:49 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:49 AM for 19 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@19 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
12/4/07 12:3	33 PM	S - Warranty@18 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
		S - Message sent by DOLAN, LAWRENCE at 11:33 AM.
		S - Authorization changed by DOLAN, LAWRENCE at 12:33 PM.
		S - Rental extended by DOLAN, LAWRENCE at 12:33 PM for 18 day(s).
12/3/07 6:01	7 4 44	S - Extended 1 days at No Limit/day.
12/0/07 0.0		S - Message sent by DOLAN, LAWRENCE at 5:07 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:07 AM for 17 day(s). S - Extended 3 days at No Limit/day.
		S - Warranty@17 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/30/07 6:34	4 AM	S - Message sent by DOLAN, LAWRENCE at 5:34 AM,
		S - Rental extended by DOLAN, LAWRENCE at 6:34 AM for 14 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@14 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/29/07 6:29		S - Message sent by DOLAN, LAWRENCE at 5:29 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:29 AM for 13 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@13 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
11/28/07 6:34		S - Message sent by DOLAN, LAWRENCE at 5:34 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:34 AM for 12 day(s).

12/17/2002

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//200/ 01:32	53/2242606 SERVICE
RMS® - Automa	ted Rental Management System (Patent Pending)
	S - Extended 1 days at No Limit/day.
	S - Warranty@12 Internal@0 Cust Pay@0
	S - WARRANTY
	S - CUST DRIVES A MALIBU
11/27/07 6:23 AM	
	S - Rental extended by DOLAN, LAWRENCE at 6:23 AM for 11 day(s)
	S - Extended 1 days at No Limit/day.
	S - Warranty@11 Internal@0 Cust Pay@0
	S - WARRANTY
11/26/07 6:35 AM	S - CUST DRIVES A MALIBU
11/20/07 0.35 Alvi	
	S - Rental extended by DOLAN, LAWRENCE at 6:35 AM for 10 day(s)
	S - Extended 3 days at No Limit/day.
	S - Warranty@10 Internal@0 Cust Pay@0 S - WARRANTY
	S - CUST DRIVES A MALIBU
11/23/07 4:10 PM	
	S - Rental extended by DOLAN, LAWRENCE at 3:10 PM, S - Rental extended by DOLAN, LAWRENCE at 4:10 PM for 7 day(s).
	S - Extended 2 days at No Limit/day.
	S - Warranty@7 Internal@0 Cust Pay@0
	S - WARRANTY
	S - CUST DRIVES A MALIBU
11/21/07 6:22 AM	
	S - WARRANTY
	S - CUST DRIVES A MALIBU
	S - Message sent by DOLAN, LAWRENCE at 5:22 AM,
	S - Rental extended by DOLAN, LAWRENCE at 6:22 AM for 5 day(s).
	S - Extended 1 days at No Limit/day.
11/20/07 6:40 AM	S - Message sent by DOLAN, LAWRENCE at 5:40 AM.
	S - Authorization changed by DOLAN, LAWRENCE at 6:40 AM.
	S - Rental extended by DOLAN, LAWRENCE at 6:40 AM for 4 day(s),
	S - Extended 1 days at No Limit/day.
	S - Warranty@4 Internal@0 Cust Pay@0
	S - WARRANTY
	S - CUST DRIVES A MALIBU
11/19/07 6:32 AM	S - Message sent by DOLAN, LAWRENCE at 5:32 AM.
	S - Authorization changed by DOLAN, LAWRENCE at 6:32 AM.
	S - Rental extended by DOLAN, LAWRENCE at 6:32 AM for 3 day(s).
	S - Extended 2 days at No Limit/day.
	S - Warranty@3 Internal@0 Cust Pay@0
	S - WARRANTY
11/16/07 8-11 DM	S - CUST DRIVES A MALIBU
5:24 PM	R - Ticket 543479 opened on 11/16/07 at 5:42 PM.
5.24 FW	
	S - Warranty@1 Internai@0 Cust Pay@0 S - WARRANTY
	S - CUST DRIVES A MALIBU
5:23 PM	
OLOT W	R - Authorization confirmed by Enterprise at 4:23 PM, R - Reservation number 164047,
	S - Authorization number 164047.

- S Authorization sent at 5:23 PM for 1 days at No Limit/day.
- S Authorized by DOLAN LAWRENCE.
- S Assigned to DOLAN LAWRENCE.
- S Direct Bill Authorization set at 100 %
- S Warranty@1 Internal@0 Cust Pay@0
- S WARRANTY

\* Time is displayed based on your local time zone: GMT-05:00

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Invoicing: (

Printer Friendly Page

D Print Rental History too

Use the "Print" button from your browser after clicking the "Printer Friendly Page" button.

RENTAL INFORMATION: Enterprise Rent-A-Car Location: ENTERPRISE RENT-A-CAR (3876) 910 S PATTERSON BLVD	BILLING DETAIL: Authorized: Days				
	Rate:	No L			
DAYTON, OH (937) 223-1800	Direct Bill Percent: Total Authorized;	1( <b>\$0</b>			

INVOICE: Invoice Number Invoice Date: 12/14/07

ADDITIONAL INFORMATION: Renter: AP# or RO#/PO#: RO370462/9944

### Actual Rental:

 Bental Period: 11/16/07 to 12/14/07 (28 days)

 Billed Period: 11/16/07 to 12/14/07 (28 days)

 Actual Days:

 18 DAYS @ 37.00

 11 DAYS @ 42.00

 1 SALES TAX% 7.00

 29 DAYS VLF @ 0.26

 Direct Bill %;

 Total Charges:

 Amount Received:

^ Top Of Page

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### **CDR File Information**

Vehicle Identification Number	1G1ZT53856F
Investigator	DONALD WADE
Case Number	71-575819123
Investigation Date	Wednesday, November 28 2007
Crash Date	Friday, November 16 2007
Filename	1G1ZT53856F CDR
Saved on	Wednesday, November 28 2007 at 11:50:33 AM
Collected with CDR version	Crash Data Retrieval Tool 2.9139
Reported with CDR version	Crash Data Retrieval Tool 2.9139
EDR Device Type	airbag control module
Event(s) recovered	None

## **Data Limitations**

### SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event will overwrite the Non-Deployment Event file.

### SDM Data Limitations:

-SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.

-Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.

-Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.

-SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.

-Brake Switch Circuit Status indicates the status of the brake switch circuit.

-Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.

-Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".

-The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.

-If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.

-The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.

-Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

### SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's

1G1ZT53856F





communication network. -The Belt Switch Circuit is wired directly to the SDM.





## **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

\$01	08	00	00	00	00	00	00
\$02 \$03	30	00	00	00	00	00	00
\$03 \$04	00 00	00 00	00 00	00 00	00 00	00 00	00 00
\$05	00	00	00	00	00	00	00
\$06	00	0A	00	03	0A	00	00
\$07 \$08	00 00	20 00	00 00	00 00	00 00	00 00	00 00
\$09	00	00	00	00	00	00	00
\$0A	00	00	00	00	00	00	00
\$0B \$0C	00 00	00 00	05 00	0F 00	00 00	00 00	00 00
\$0D	00	00	40	00	00	00	00
\$0E	00	00	00	00	00	00	00
\$0F \$10	00 00	00 00	00 00	00 00	00 00	00 00	00 00
\$10 \$11	00	00	00	00	00	00	00
\$12	00	00	00	00	00	00	00
\$13	00	00	00	00	00	00	00
\$14 \$15	00 00	00	00 00	00 00	00 00	00 00	00 00
\$16	03	06	0C	16	34	00	00
\$17	00	00	00	00	00	00	00
\$18 \$19	00 00	00 00	00 00	00 00	00 00	00 00	00 00
\$1B	FF	30	00	66	00	78	00
\$1C	FF	30	00	66	00	18	00
\$1D \$1E	00 00	00 00	00 00	00 00	00 00	00 00	00 00
\$1E \$1F	20	00	00	00	00	00	00
\$20	40	00	00	00	00	00	00
\$21 \$22	00 00	00	00 00	00 00	F0 00	00 00	00 00
\$24 \$24	00	8A 00	00	00	00	00	00
\$25	00	00	00	00	00	00	00
\$26	00	00	00	00	00	00	00
\$27 \$2A	FF 00	00 00	FF 00	00 00	00 00	00 00	00 00
\$2B	00	00	00	00	00	00	00
\$2D	00	00	00	00	00	00	00
\$2E \$2F	00 00	FF FE	F0 0A	08 68	A6 00	00 00	00 00
\$30	9D	00	00	00	00	00	00
\$31	FF	FF	FF	FF	FF	80	00
\$32 \$33	F8 FF	80 FF	FF FF	80 FF	00 FF	00 80	00 00
\$34	FF	FF	FF	FF	FF	80	00
\$35	$\mathbf{FF}$	$\mathbf{FF}$	$\mathbf{FF}$	FF	$\mathbf{FF}$	80	00
\$36 \$37	FF F8	FF 80	FF F8	FF OF	FF OF	80 CA	00 FE
\$38 \$38	FF	80	C0	80	FF	CO	FC
\$39	$\mathbf{FF}$	$\mathbf{FF}$	$\mathbf{FF}$	FF	FF	80	00
\$3A \$3B	FF 7F	FF OF	FF 1F	FF 1F	FF 3F	80 00	00
şзв \$3С	7F FF	FF	IF FF	тг FF	SF FF	FF	00 C0
\$3D	$\mathbf{FF}$	$\mathbf{FF}$	FF	$\mathbf{FF}$	$\mathbf{FF}$	FF	00
\$3E	FF	FF	FF	FF	00	00	00
\$3F \$40	00 E0	00 FF	F0 00	00 00	00 00	00 00	00 00
\$41	F8	F8	90	00	00	00	00
\$42	80	FF	FF	FF	FF	00	00
1G1ZT5	3856	F					

\$43	FF	FF	FF	00	00	00	00										
\$44	$\mathbf{FF}$	$\mathbf{FF}$	$\mathbf{FF}$	FF	FF	FF	00										
\$45	FF	$\mathbf{FF}$	FF	FF	FF	FF	00										
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### Comments

THE VEHICLE WAS INSPECTED AT FRANK Z CHEVROLET,1620 BROWN STREET,DAYTON,OH. 45409,937-224-2600. THE VEHICLE HAD COLLISION DAMAGE TO THE LEFT FRONT WHEEL COVER/WHEEL AND LEFT FRONT DOOR. STEERING COMPLAINT.

# **EAA Inspection Request**

# Date: <u>11/21/07</u>

**TO:** <u>EAA</u>

EAA/SPX Field Coordinator Phone: 586-582-5835 Fax: 586-582-5840 Email: <u>eaafc@servicesolutions.spx.com</u>

# From: Thaddeus Kinzer

PAR Customer Relations Mgr

Email: thaddeus\_kinzer@gmexpert.com Phone: 866-790-5600 ext. <u>or</u> 866-790-5700 ext.41039 Fax: 866-775-9477 Mailing Address: <u>GM PAR Investigations</u> 7401 F. Bop White

7401 E. Ben White Building 3 Austin, TX 78741 Vehicle Information VIN#: 1G1ZT53856F

Year/Make: Model: Contact's Name: Contact's Number:

2006 Chevrolet Malibu

Vehicle Location: Frank Z Chevrolet 1620 Brown St Dayton, OH 45409 If located at a Salvage/Auction Yard: Ing. Adj. Name:

Ins. Adj. Name: Phone #:

Claim or Salvage ID #:

Claimant Information

PAR File #: 71-575819123 Claimant Name: Claimant Home #: Claimant Work #: Claimant Cell #: Address:

Dayton, OH

## **Required Actions:**

Advise PAR CRM via voicemail/email of inspection date.
 Repair Estimate Required
 <u>Review All PAR File information</u>
 Contact PAR CRM After Inspection

Please Use Form(s):

Accelerator/Throttle Control	<b>Restraint-SIR/Seatbelts</b>	Seats
Brake/ABS/TCS/VSES	Side Impact	<b>Power Sliding Door</b>
Steering/Suspension/Tires/Wheels	Inadvertent Deployment	OnStar
Engine Exhaust/Odor	Transmission/Transaxle	<b>OTHER:</b>
Engine Stalling	Thermal Events	

## Special Instructions:

Interview Owner?	Xes Yes	No	Vetronix Requested	Obtain Fire/Police Report
Other (define)				

Investigations can only be rushed if e-mailed by one of the following:

**<u>RUSH</u>** (Name of Team Manager or Ops Mgr Approving the Rush): \_\_\_\_

	EAA Internal Use Only
To: <b>SA</b> :	Date E-Mailed to SA:
From: EAA Field Coordinator	Due Date:
	EAA SA Use Only
Case Acceptance/Investigation:	S NO
Please acknowledge acceptance of this case p	romptly by phone, fax or email.
Date Report Uploaded to EAA FTP SITE:	

# PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

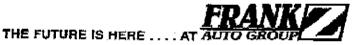
Date	Customer and Vehicle 12/19/07	Service Request # 7	1-575819123
Customer Name			
VIN	1G1ZT53856F		
In-Service Date	9/5/2006	Service Contract?	No
Current Mileage	14654	Purchased New/Used?	New
Warranty Blocked?	No		
Branded Title?	No	Mileage at Purchase	
	Dealer and Claim I		
Dealer Name	Frank Z Chevrolet		
Dealer Svc Mgr	Mike Fasick	Dlr Warranty Admin:	Pat Rauscher
Dealer Phone	(937) 224-2600	Dealer Fax	(937) 224-2606
Dealer BAC	112759	_	()
Dealer Division and Code	13-Chev-09697		
Repair Order Number	370462		
Repair Order Close Date	12/19/07		
Labor Op. Code Z1242	Dollar Amt:	\$2375.87	
Labor Op. Code Z1243	Dollar Amt:		
Cause Code (CC)	MJ		
Failure Code (FC)	98		
Labor Hours and OLH: Parts and Labor Costs: Net Amount:	DO NOT PUT IN HOURS	\$2375.87	
DO NOT H ROUTE THIS CL	A <i>IM</i>		
Authorization Code:	DO NOT PUT IN AN	AUTH CODE	
Additional Comments for Deal			
IF THIS CLAIM SHOULD RE			AP
AND FAX A COPY OF THE F		· /	
<b>.</b>	Retain Copy with Deale	-	
	Internal PAR Info	ormation	
Complaint:			
	Collision		
Cauca			
Cause:			
	Power Steering Failure		
Correction:	7		
	Repair		
Justification:	Power Steering Failure rea	suiting in Collision	
Justification: PAR CRS:	Power Steering Failure rea	sulting in Collision	

#### **PRODUCT ALLEGATION RESOLUTION** PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES Customer's Name: Inspection Date: {11-28-07 {Malibu/2006 Vehicle Brand: {Chevrolet Model: File # {71-575819123 VIN: {1G1ZT53856F Inspector Donald Wade Digital Digital Neg.# Description 0 1. DSCN0001 VIN PLATE 2. DSCN0003 FRONT OF VEHICLE 3. DSCN0005 RIGHT SIDE OF VEHICLE FROM THE FRONT 4. DSCN0006 LEFT SIDE OF VEHICLE FROM THE FRONT

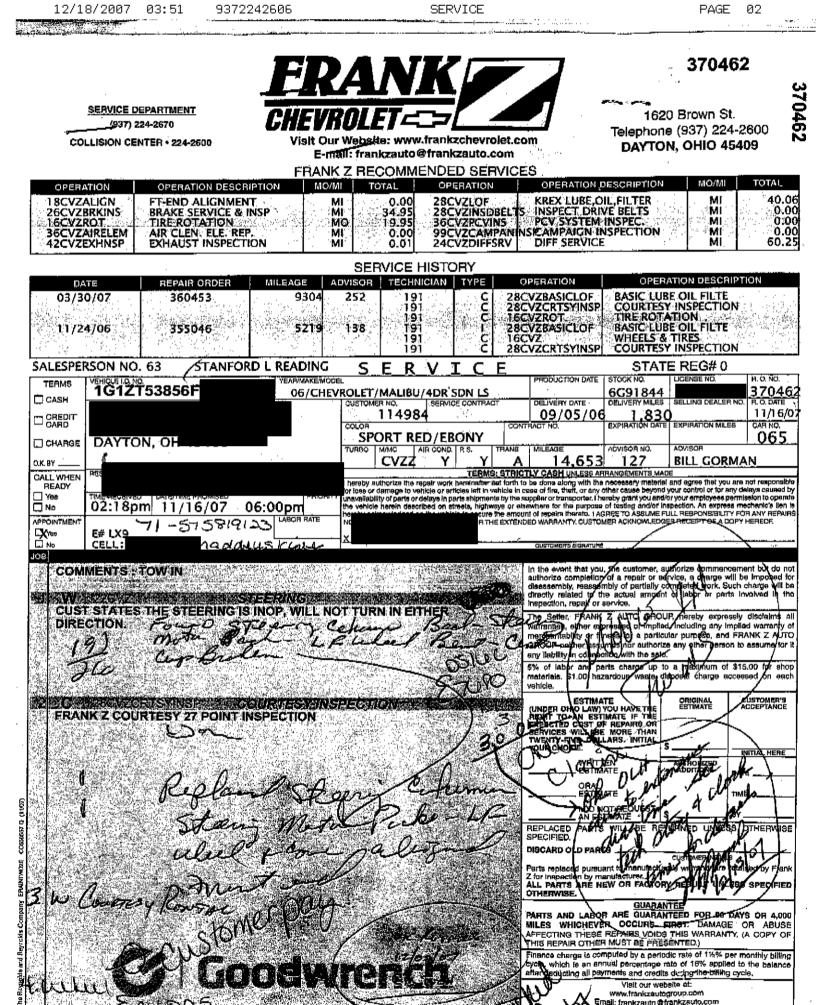
- 5. DSCN0012 REAR OF VEHICLE
- 6. DSCN 0014 RIGHT SIDE OF VEHICLE FROM REAR
- 7. DSCN0015 LEFT SIDE OF VEHICLE FROM REAR
- 8. DSCN0016 SCUFF MARKS ON LEFT FRONT DOOR
- 9. DSCN0017 DAMAGE TO LEFT FRONT WHEEL AND COVER
- 10. DSCN0018 CLOSEUP OF DAMAGE TO LEFT FRONT WHEEL AND COVER
- 11. DSCN0019 SCUFF MARKS ON LEFT FRONT DOOR
- 12. DSCN0020 FRONT INTERIOR FROM THE LEFT
- 13. DSCN0021 INSTRUMENT PANEL, KEY ON
- 14. DSCN0023 TECH 2 STEERING DTC MENU SCREEN
- 15. DSCN0024 TECH 2 STEERING ECU POWER STEERING CONTROL MOUDULE, NO COMM. SCREEN
- 16. DSCN0026 TECH 2 BCM MENU SCREEN
- 17. DSCN0027 TECH 2 BCM DTC SCREEN U2111 LOSS OF COMMUNICATION WITH STEERING
- 18. DSCN0030 TECH 2 PCM DTC P0826 UP AND DOWN SHIFT SWITCH CIRCUIT
- 19. DSCN0033 TIRE PLACARD
- 20. DSCN0035 ENGINE COMPARTMENT
- 21. DSCN0037 COOLANT AND BRAKE RESERVOIRS
- 22. DSCN0039 ENGINE AND TRAN PANS
- 23. DSCN0040 CENTER UNDERCARRIAGE
- 24. DSCN0041 RIGHTG FRONT SUSPENSION
- 25. DSCN0042 LEFT FRONT SUSPENSION
- 26. DSCN0043 LEFT REAR SUSPENSION
- 27, DSCN0044 RIGHT REAR SUSPENSION
- 28. DSCN0045 REAR SUSPENSION CONTROL ARMS AND UNDERCARRIAGE
- 29. DSCN0046 REAR SUSPENSION AND MUFFLER
- 30. DSCN0047 RIGHT FRONT TIE RODS
- 31. DSCN0048 LEFT FRONT TIE RODS
- 32. DSCN0049 RACK AND PINION
- 33. DSCN0050 RACK AND PINION
- 34. DSCN0051 LEFT FRONT DOOR WITH SCUFF MARKS REMOVED WITH SHOP TOWEL
- 35. DSCN0052 LEFT FRONT DOOR WITH SCUFF MARKS REMOVED WITH TOWEL, NEED BUFFING OUT
- 36. DSCN0053 LEFT FRONT DOOR WITH SCUFF MARKS REMOVED
- 37. \_\_\_\_\_

F <b>RANK</b> HEVROLET ===		CHEVROLET
		CHEVROLET
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PRIVATE AND CONFIDENTIAL. The sender intends to communicate the contents of this transmission only to the person to whom it is addressed. This transmission may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the recipient of this transmission is not the designated recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone (937)224-2600 and promptly return the original transmission to us at the above address by mail.



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Too Market's Principal & Remains l dusa. P تنب 23 ليا ليا 12les 12/18/2007 3 CAR HAS ower Steern Thread to 4 <u>``@</u> <u>د</u>[(د) Check Par ades a TIME. LE P Conto port get any Communities 03:51 20 st. m. Чų Check faser Š ~~<u>~</u>~ med For <u>្</u>រ lane Tasal -1020 n tren 9372242606 Z the IC 7 ie er. Z õ ('o Lina 1C. in 100 ORDER NOS Car DFERATION PRICE 6 - Cléance N Jes -A1 cileo 110 OFERNION Q Straght Time HCURS SERVICE ON N TIME: R0370462 12/11 2045 15, 22CVZ COVER 80370462 12/ TEST 1 220V7 WHEEL Ū EMP. NO. 60 **1** 00 00 MP ≠ REPAR + 15 same - 122 ٩G  $\sim 12$  / hъ. ÷ 11.1.1.1.1.1 2 E - 14 6. S. J. A. 1.5 92 ١G ta wys por et łG 16 31 a . \* 1997 - 1913 - 1913 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 - 1914 -PAGE ċ., 4 łG 8  $D_{i} \in \{1, \dots, n\}$ 网络 机合金 We have a state

12/18/2007 03:5				SERVICE		PAGE 04
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	MS FRA	NK Z CH	EVRO	LET	Autom	ated Rental Manage
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RENTAL INFO						
Current Rent Ticket Numbe	al Status: Payme	ent List			Enterprise Rent-A-Car ENTERPRISE RENT-A-	
Reservation	Number: 164047				910 S PATTERSON BL	
Authorized C Days/Rate: 28	lass: Medium S	ports Utility		τ	DAYTON, OH 45402-2	625
Rental Start [	Date: 11/16/07				(937) 223-1800	
VEHICLES RI	1	I	1	1		
		ear Make	Model	VIN		
12/4/07 10:1	7 AM 20	008 CHEV	TBLZ	1GNDT13S682		
			-			
	INFORMATION:				Repair Facility:	
	<b>*O#:</b> RO370462/ cle: 2006 CV4DI			F	RANK Z CHEVROLET	**
Vehicle Cond	ition: Unknown				DAYTON OH 45409	
Additional Dr	lver:				937) 224-2600 Labor Hours:	
NOTEBOOK:						~ hiN
12/14/07 5:15	PM R - Ticket	clos	ed on 12	2/14/07 at 5:14 PM.	total	is hue 29 days
					· · · · ·	na days
		JNT DUE \$1		) e		<del>/</del> •
6:14				AWRENCE at 5:1		
					3:14 AM for 28 day(s).	
		ded 1 days a inty@28 inte				
	S - WARF		maiev ç	JUSIF AY LEV		
		DRIVES A	MALIBU			
12/13/07 6:47				LAWRENCE at 5:4"		
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	S - Warra S - WARF	nty@27 Intei RANT⊻	mai@0 C	Just Pay@0		
	=	1.41.41.1				

S - CUST DRIVES A MALIBU

12/12/07 6:28 AM S - Message sent by DOLAN, LAWRENCE at 5:28 AM.

S - Bental extended by DOLAN\_LAWRENCE at 6:28 AM for 26 day(s)

12/17/2007

-

# Page 2 of 4

ARMS® -	Automate	d Rental Management S	ystem (Patent Pending)

		S - Extended 1 days at No Limit/day.
		S - Warranty@26 Internal@0 Cust Pay@0
		S - WARRANTY
		S - CUST DRIVES A MALIBU
12/11/07	6:29 AM	S - Message sent by DOLAN, LAWRENCE at 5:29 AM.
12/(1/0/	0.49 /1M	S - Rental extended by DOLAN, LAWRENCE at 5:29 AM.
		S - Extended 1 days at No Limit/day.
		S - Warranty@25 Internal@0 Cust Pay@0 S - WARRANTY
10/10/07	- C.A.C. A.M.	S - CUST DRIVES A MALIBU
12/10/07	6: <b>46</b> AM	S - Message sent by DOLAN, LAWRENCE at 5:46 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:46 AM for 24 day(s).
		S - Extended 4 days at No Limit/day.
		S - Warranty@24 Internal@0 Cust Pay@0
		S - WARRANTY
10/0/07	C-00 A14	S - CUST DRIVES A MALIBU
12/6/07	6:20 AM	
		S - WARRANTY
		S - CUST DRIVES A MALIBU
		S - Message sent by DOLAN, LAWRENCE at 5:20 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:20 AM for 20 day(s).
10/5/07	· · · · · ·	S - Extended 1 days at No Limit/day.
12/5/07	6:49 AM	S - Message sent by DOLAN, LAWRENCE at 5:49 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:49 AM for 19 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@19 Internal@0 Cust Pay@0
		S - WARRANTY
40/4/07	10.00.014	S - CUST DRIVES A MALIBU
12/4/07	12:33 PM	
		S - WARRANTY
		S - CUST DRIVES A MALIBU
		S - Message sent by DOLAN, LAWRENCE at 11:33 AM.
		S - Authorization changed by DOLAN, LAWRENCE at 12:33 PM.
		S - Rental extended by DOLAN, LAWRENCE at 12:33 PM for 18 day(s).
		S - Extended 1 days at No Limit/day.
12/3/07	6:07 AM	S - Message sent by DOLAN, LAWRENCE at 5:07 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:07 AM for 17 day(s).
		S - Extended 3 days at No Limit/day.
		S - Warranty@17 Internal@0 Cust Pay@0
		S - WARRANTY
44/00/07		S - CUST DRIVES A MALIBU
11/30/07	6:34 AM	S - Message sent by DOLAN, LAWRENCE at 5:34 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:34 AM for 14 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@14 Internal@0 Cust Pay@0
		S - WARRANTY
4 a /ha /ha	0.00 414	S - CUST DRIVES A MALIBU
11/29/07	6:29 AM	S - Message sent by DOLAN, LAWRENCE at 5:29 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:29 AM for 13 day(s).
		S - Extended 1 days at No Limit/day.
		S - Warranty@13 Internal@0 Cust Pay@0
		S - WARRANTY
	A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.A.	S - CUST DRIVES A MALIBU
11/28/07	6:34 AM	S - Message sent by DOLAN, LAWRENCE at 5:34 AM.
		S - Rental extended by DOLAN, LAWRENCE at 6:34 AM for 12 day(s).

## ARMS® - Automated Rental Management System (Patent Pending)

S= Sent, R= Received, N= Note To Self

SERVICE

ARMS® - Automated Rental Management System (Patent Pending)

- \* Time is displayed based on your local time zone: GMT-05:00
  - ^ Top Of Page

Invoicing:

Printer Friendly Page

Fint Rental History too

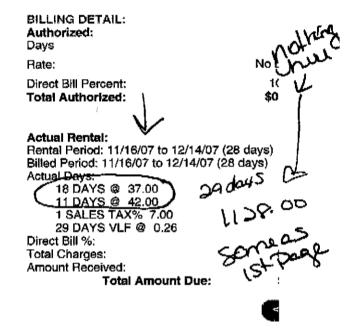
Use the "Print" button from your browser after clicking the "Printer Friendly Page" button.

RENTAL INFORMATION: Enterprise Rent-A-Car Location: ENTERPRISE RENT-A-CAR (3876) 910 S PATTERSON BLVD

DAYTON, OH (937) 223-1800

INVOICE: Invoice Number: D543479-3876 Invoice Date: 12/14/07

ADDITIONAL INFORMATION: Renter: AP# or RO#/PO#: RO370462/9944



^ Top Of Page

Contact Us | Terms and Conditions | Sign Out

© Copyright 2007





























## TECH 2

#### Steering

# F0: Diagnostic Trouble Codes (DTC)

- F1: Data Display
  - 3 Snapshot

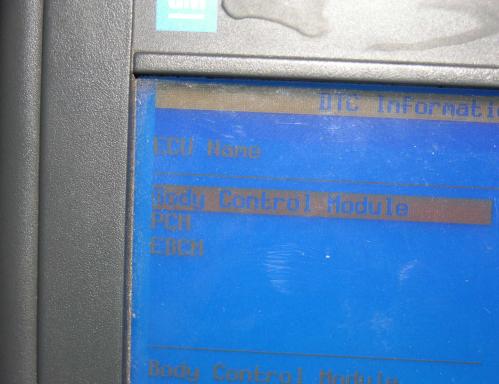
# His information

ECH 2

No Conn.

ECU Name

Power Steering Control Mo



The Sarled By Priority



### PCM P0826 Symptom 00 Up and Down Shift Switch Circuit

Last Test: This Ignition:

Since Clear:

Passed

Passed & Failed History

			LOADING INFOR	MATION	G
	SEATING CAPACI	TY	TOTAL 5 FRONT 2	REAR 3	<u> </u>
The combin	ed weight of occupant	ts and o	cargo should never exceed 416 kg	or 917 lbs.	123826
TIRE	ORIGINAL SIZ	E.	COLD TIRE PRESSURE	SEE OWNER'S	856F
FRONT	P215/60R16	S	210 kPa, 30 PSI	MANUAL FOR	
REAR	P215/60R16	S	210 kPa, 30 PSI	ADDITIONAL INFORMATION	
SPARE	T125/70D16	M	420 kPa, 60 PSI	INFORMATION	





























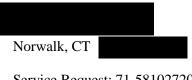






# INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

January 12, 2011



Service Request: 71-581027209 Customer Relationship Specialist: Shelley Webster

Dear :

Thank you for your support of Chevrolet. As we agreed, the necessary paperwork has been completed and forwarded to General Motors Protection Plan (GMPP). The processing time will take approximately eight weeks. The Major Guard plan for your 2005 Chevrolet Malibu, Vehicle Identification Number 1G1ZT54845F

- 36 months or 36,000 miles, whichever occurs first, beginning on December 14, 2007 and ending on December 14, 2010 and begins with 31,062 and ends with 67,062 odometer miles
- Standard rental
- A \$0.00 deductible

You will be notified by GMPP once the plan has been processed. This letter will serve as your policy until the plan confirmation is received. Please contact your local GM Dealer if you have coverage questions. Your complete satisfaction is very important to us. We hope this transaction demonstrates our appreciation of you as a valued Chevrolet customer.

If you have any future questions, please feel free to contact our Chevrolet Customer Assistance Center at 1-800-222-1020 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer to your service request number above and any of our Customer Relationship Specialists will be happy to assist you.

Thank you for allowing us the opportunity to assist you.

Sincerely,

Chevrolet Customer Assistance Center

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

### **Overallowance/Negative Equity/Incentives Form (Non-Florida)**

	Customer:		SR #: 71-581027209	BBB#: CHV0760295
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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 Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

#### Section 1

Purchase Price	20522.65
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 23045.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= 2522.35
(If positive, look for Overallowance)	

If the Purchase Price is greater than the MSRP but there was no trade-in, have the Dealer explain why the customer paid more than MSRP.

#### Section 2

Coolion 2	
Trade Allowance	0.00
(from Bill of Sale)	
Actual Cash Value (ACV)	- 0.00
(from ACV Statement)	
Subtract the ACV from the Trade Allowance	= 0.00
If positive, the Trade Allowance is higher than the ACV of the trade-in. This is Overallowance.	

#### Section 3

Trade Allowance	0.00
(from Bill of Sale)	
Payoff on Trade	- 0.00
(from Bill of Sale)	
Subtract the Payoff on Trade from the Trade Allowance	= 0.00
If negative, the Payoff on the Trade is higher that the Trade Allowance. This is Negative Equity.	

Section 4	
Purchase Price	20522.65
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 4500.00
(from BARS and Incentive Acknowledgement sheet)	
Do not include fuel-fill credit or Dealer incentives. GM Card points must be included.	
Overallowance/Negative Equity	- 0.00
(use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger)	
Subtract the Incentives and the Overallowance/Negative Equity from the Purchase	= 16022.65
Price. This is the Actual price of the vehicle that should be presented to the BBB on	mileage
the Agreement to Arbitrate (ATA).	5312.29

If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Lead before submitting information to BBB.

2005 MALIBU LS SEDAN 400 WHITE 14E GRAY CUSTOM CLOTH ORDER NO. HPVVHM/TRE STOC VIN 1G1 ZT54 84 55 *****		GENERAL M 100 RENAI DETROIT VEHICLE I	NVOICE 1AI	PORATION NTER 8243-1114 051392529
MODEL & FACTORY OPTIONS 1ZT69 MALIBU LS SEDAN LX9 3.5L V6 ENGINE MX0 4-SPEED AUTO TRANSMISSION	MSRP 21150.00 0.00 0.00 N/C 175.00 T 0.00 T 0.00 1SB 1095.00 GS & AGS	INV AMT 19352.25 0.00 0.00 N/C 157.50 0.00	RETAIL - INVOICE I SHIPPED EXP I/T I INT COM I PRC EFF I KEYS G082 WFP-F QTH BANK: GM2 CHG-TO SHIP WT: HP: GMS:	STOCK 10/11/04 10/11/04 10/26/04 10/26/04 10/11/04 22 G0822 R OPT-1 AC - 103 02-341 3180 32.9 20522.65 21442.79 23045.00

TOTAL MODEL & OPTIONS	22420.00	20495.25	ACT 231	20447.65
DESTINATION CHARGE	625.00	625.00	H/B 261	672.60
LAM DEALER CONTRIBUTION		224.20	ADV 261	224.20
LAM GROUP CONTRIBUTION		112.10	EXP 65A	112.10

REMIT TO GMAC NO. 103 DAVE MCDERMOTT CHEVROLET, INC. \$ 21456.55 INV 1AD51392529 DUE 10/26/04 DEALER 02-341

### CHEVROLET/BUICK OF WILTON FAX COVER SHEET

 From
 Eric
 Terki
 Osen
 Attention
 Shell
 Webster

 Fax #
 203-834-6861
 Company Name
 866 + 850 - 2195

 Phone #
 203-762-3330
 26 Pages (mc. cover)

 Information

´			Wilton Moto				DATE		INVOICE NO.	STOCK N
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			FAX: (203) 762	2-1607			22464 DESCRI		ACCOUNT NO.	SALE
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	ADDRESS	NOR	WALK CT				P			
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	HICLE									

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14E GRAY CUSTOM CLOTH ORDER NO. HPVVHM/TRE STOCK NO. VIN 1G1 2T54 84 5F	v6G GENERAL N 100 RENAJ DETROIT VEHICLE J	MOTOR DIVISION MOTORS CORPORATION ISSANCE CENTER MI 48243-1114 INVOICE 1AD51392529
MODEL & FACTORY OPTIONS 1ZT69 MALIBU LS SEDAN 211 LX9 3.5L V6 ENGINE MX0 4-SPEED AUTO TRANSMISSION NE1 50-STATE EMISSIONS	MSRP         INV AMT           50.00         19352.25           0.00         0.00           0.00         0.00           N/C         N/C           75.00         157.50           0.00         0.00	*********13*02341S RETAIL - STOCK INVOICE 10/11/04 SHIPPED 10/11/04 EXP I/T 10/26/04 INT COM 10/26/04 PRC EFF 10/11/04 KEYS G0822 G0822 WFP-F QTR OPT-1 BANK: GMAC - 103 CHG-TO 02-341 SHIP WT: 3180 HP: 32.9
* KEMOTE VEHICLE STARTER SISTEM	ъ.	GMS:     20522.65       SUPPLR:     21442.79       MRM:     23045.00       DAN:     LSB6       MEMO     1046.00

Swapin for 05175 quac

TOTAL MODEL & OPTIONS	22420.00		ACT 231 20447.65
DESTINATION CHARGE LAM DEALER CONTRIBUTION	625.00	625.00 224.20	H/B 261 672.60 ADV 261 224.20
LAM GROUP CONTRIBUTION		112.10	EXP 65A 112.10

TOTAL 23045.00 21456.55 PAY 310 21456.55 MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CREDIT 20466.70

DAVE MCDERMOTT CHEVROLET, INC.

REMIT TO GMAC NO. 103 VIN 1G1ZT54845F

₩ VIR: 5 F 17 41 62		
Wilton Motors SERVICE SALESPERSON NO.		
	STOCK NO.	LICENSE NO. R. Q. NO.
CHEVROLET BUTCK: 1G1ZT54845F 05/CHEVROLET/MALIBU/MALIBU LS CUSTOMER NO. SERVICE CONTRACT DELIVERY DATE	05362 DELIVERY WLES	
WILTON MOTORS CORP 14833	EXPIRATION DAT	E EXPIRATION WILES HAT C
190 Danbury Rd. Wilton, CT 06897 Sales (203) 762-3368 Service 762-3330 Parts 762-8653	ADUIDOO NO	
Service Hours: Mon-Bri 7:30 - 6:00. Saturday 8:00 - 1:00		
RESIDENCE PHONE TIME RECEIVED (CHIGINAL ESTIMATE ALABOR) \$	L. REPAIRS	
BUSINESS PHONE LABOR BATE ADD'L. REPARIS \$ DATE		
	-	
CUSTOMER       STATE REG# 0       EXF         CARD       STATE REG# 0       EXF         CARD       Advisor: ELIZABETH A. FORTIN         YPE:       YPE:         CARD       JOB         CUSTOMER STATES / LABOR INSTRUCTIONS         NO.       JOB         CUSTOMER ESTIMATE:       TOTAL         YPE:       YPE:         CARD       ORIGINAL CUSTOMER ESTIMATE:         NO.       ORIGINAL CUSTOMER ESTIMATE:         COPERATION       OPERATION DESCRIPTION		
Z GARD JOB CUSTOMER STATES / LABOR INSTRUCTIONS		
GRIGINAL CUSTOMER ESTIMATE: TOTAL	CM	PRIORITY 🛛
CRIGINAL CUSTOMER ESTIMATE: TOTAL		LOANER 📋
COMMENTS : DELIVERY WED DEC 22 - NOON		SHUTTLE []
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SOLD SWAPS ONLY CHECK TO ENSURE PDI HAS BEEN PERFORMED		NIGHT DROP
3 COBUZOS-D10 CLEAN FOR DELIVERY		LOCKOUT
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N <sup>2</sup> car or truck to secure the smount of repairs thereto. In case payment of this Bit shall not be made at □ 3 maturity or uppon distuit it is agreed that cost of collection and an atteney's see shall be added to the som □ 4 does and shall be perf as a part thereto.		EXT. WARRANTY
Your FINANCE CHARGE is computed by a single periodic rate of 13% per month (minimum charge of So pends which is an AMNUM, PERCENTAGE RATE OF 18%. So pends which is an AMNUM, PERCENTAGE RATE OF 18%.		
S CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.		Ded. \$
I VOLUNTARILY REQUEST THAT REPAIRS BE PERFORMED		
ON MY VEHICLE WITHOUT AN ADVANCE ESTIMATE OF THEIR         COST. BY SIGNING THIS FORM, LAUTHORIZE REASONABLE		Auth. #
► AND NECESSARY COST TO REMEDY THE PROBLEMS COM- PLAINED OF UP TO A MAXIMUM OF \$		
🖏   THE REPART SHOP MAY NOT EXCEED THIS AMOUNT WITH		
U w benefication of this vehicle <b>VR</b>		
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ш	CHEVEOLET * BURCH	VERICLE ID.	<sup>NO.</sup> T54845F		YEAF	T MAKE ( MODEL / CHEVROLET )		UBILIS		sтоск но. 05362	LICENSE NO.	127712
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	Sales (203) 762-3368 Service 762-3330 Parts 762-8653	NONW			TURE			TRANS MILEA	<sup>GE</sup> 927	ADVISOR NO.	PRODUCTION DATE	
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8	Hereby authorize frework to be done along with the necessity makerial, and hereby grant you and/or your employees permis- sion to operate the car or indefinerin described on freisheets, highways, or elsewhere for the purpose of feating and/or report.				-	11	ہے۔ ذ		Katt	h		
250	ion. An arititory lies is inereby advantised on this car or fuck to accure the smouth of repairs thereto. In case payment of this different indice media at making or upon detauli is agreed that cost of collection and an encourty has shed be added to the sum data and shall be profess as part thereof.					-N^	- (	0 1		/		
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	CUSTOI SIGNAT						Soil	7 on	4	~	DED. \$	
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12/05/2007

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Chevrolet, Indek 190 Danbury Rd. Willow C. 1 (168) "YOUR SPECIAL ORDER PART(S) ARE IN" DEFLECTOR GM17800620 INV#AP144132 Your parts will be held until

NORWALK, CT

February 24, 2005

	YEAR: 2005	DATE	REPAIR ORDER	MILEAG	E ADVISOR	TECHNICIAN	TYPE	OPERAT	ION OPE	RATION DESCR	IPTION
		02/16/05 12/21/04		927 40	21 100	77 77 57 57 43		05BUZ13 05BUZ 60BUZ23 60BUZ23 60BUZ23		AND LEAK/NOI Ody Trim Wap in Heck For PDI Lean For Deli	
PAGE	<b>IVL</b> otors	SER	l VICE		ESPERSON NO	. 82					
	CHEVROLET BUICK	VENCLE ID NO.	4845F	YEA	R / WAKE / MODEL 5 / CHEVROLET /		U LS		STOCK NO 05362	LICENSE NO.	R. D. NO. 130598
				CUS	STOWER ND. SERVIC	E CONTRACT	DELINE 12/	122/04	DELIVERY WILES	SELLING DEALER NO.	r. o. date 05/23/05
		NORWALK	, CT	W	OR HITE/GRAY	CUST C	DNTRACT N			EXPIRATION MILES	HAT C
	Sales (203) 762-3368 Service 762-3330 Parts 762-8653 Service Hours: Mon-Fci 7:30 - 6:00, Saturday 8:00 - 1:00		· · · · · · · · · · · · · · · · · · ·		1BO M/MC AIRD	OND. P.S. TRAN	S MLEAD		ADVISOR NO.	PRODUCTION DATE	
	-	REPERT NO	10:5	51am	GINAL ESTIMATE (PARTS & LABOR) (\$ HORIZED 71. REPAIRS \$	<u></u>		ADD1.P OKD BY	Epairis		
	EXPRESS CHECKOUT AUTHORIZATION	DATE / TIME PRO			VL. REPAIRS <u>\$</u> PLOYEE RECEIVING AUT	HORIZATION		DATE	CAUTHORIZACION		
ហ្	CUSTOMER	05/23	/05 06:00pm	MUKUY							
N OR	SKINATURE STATE REG# 0	APPOINTMENT Advisor: 1	TYRS X ND EO FRANK								~
TON MOTORS		10B			STATES / LABO TUTAL	OR INSTRUCTIO	NS				
- I	RECOMMENDED SERVICES		IGINAL CUSTOMER ES	U ENNELL.	IUIAL					PRIORITY	
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NDION N			STATES THE TRO		10 20032 (#1					NIGHT DR	
10 400 PC										LOCKOUT TOW IN	
0.000	your employees permission to operate the car or truck herein described on the streets, highways, or										
7625	elsewhere for the purpose of basing and/or inspection. An artificers lien is hereby adviced god on this car or track to secure the amount of repairs thereto. In case payment of this Bill shall not be made at maturity or upon default it is agreed that cost of collection and an attorney's ite shall be added to the sum due and shall be paid as a part thereof.									EXT. WAR	RANTY
2037	Your FINANCE CHARGE is computed by a single periodic rate of 1%% per month/(minimum charge of 50 cents) which is an ANNUAL PERCENTAGE RATE OF 38%.										
	CASE OF FIRE, THEP									Ded. <u>\$</u>	
:16	WAIVER OF ADVANCE ESTIMATE										
16:	I VOLUNTARILY REQUEST THAT REPAILS BE PERFORMED ON MY VEHICLE WITHOUT AN ADVANCE ESTIMATE OF THEIR COST. BY SIGNING THIS FORM, I AUTHORIZE REASONABLE										<u></u>
23	AND NEOFCOARY COST TO DEVERY THE DRODIENC CON.									Auth.	H
/20	THE REPAIR SHOP MAY NOT EXCEED THIS AMOUNT WITH- OUT MY WINTEN OR ORAL CONSENT.										
2,05 1,05	Identification of this vehicle									~	
12/05/2007	Date									TECH. #	
a		PAGE 1 OF	I	130598		SERVI	ce fi⊾e c	:OPY		L	

. ler-C.() 194 12/05/2007 STRAIGHT TIME HOURS FLAT RATE RONO. 130000 OFF ПМЕ 3 OPER AM11:02 NAY23 AM10x32 NAV23 16:16 1200 2 mass Trugt lock loose misulighed up her sylinder, realighed clip lest 2037625083 (14) 452 WILTON MOTORS IE:0 Iuw

RO#: 144969 - M YEAR: 2005	DATE REPAIR ORDER	MILEAGE ADVISOR	TECHNICIAN TYPE OPERA	TION OPERATION DESCRIPTION
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	02/16/05 127712	927 21	77 W 05BUZ 77 I 05BUZ	13 WIND LEAK/NOISE
	12/21/04 125834	40 100	57 I 60BUZ 57 I 60BUZ	22 0
	SERVICE	SALESPERSON NO	0. 82	
	VEHICLE DING. 1G1ZT54845F		/MALIBU/MALIBU LS	STOCK NO. LICENSE NO. R. D. NO. 05362 144969
190 Danbury Rd. Wilton, CT 06897		CUSTOMER NO. SERVIC	E CONTRACT DELMERY DATE	DELIVERY MILES SELLING DEALER NO. R. O. DATE
Sales (203) 762-3368 Service 762-3330 Parts 762-8653		24635	CONTRACT NO.	
Service Hours: Mon-Fri 7:30 - 6:00, Saturday 8:00 - 1:00	NORWALK, CT	TURBO M/MC AIRC	CND. P. S. TRANS MLEAGE	
	PESIDENCE PHONE TIME RE	CEIVED ORIGINAL ESTIMATE		S 13
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CREDITICARD PAYMENT AUTHORIZATION	11/01/06 06:00pm		· · · · · · · · · · · · · · · · · · ·	- 07
	Advisor: BRIAN WASILNAK	USTOMER STATES / LABO		(
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00 Thereby authorize the work to be done strong with the necessary material, and needy grant you and/or SD your employees permission to operate the car or trock herein described on the streets, highways, or exployee in terming and/or inscerdion. An articlers issue is sereby authorwiselged on this car or trock to secure the amount of neparis thereby. In case payment of this Bill shall not be made at a mount of reparis thereby in calculation and any operative shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be secure shall be stoled by the summary of the secure shall be stoled by the summary of the secure shall be			EXT. WARRANTY	
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OUT MY WRITTEN OR ORAL CONSENT.				
Ver, Kate or Model, ID. A.				TECH. #
	PACE ) OF 1	144969	SERVICE FILE COPY	

PAGE 11	144769 2 TIME OFF SF15 NO. 65 100 2 AH10:2 NO. 65 100 2 AH10:2	NAME: NO 197 10 10 10 10 10 10 10 10 10 10	
WILTON MOTORS		AME:	
2037625083	se bulletin.	Year:       Make & Model:       Color:         Vehicle I.D. No.       101275484554         I REQUEST THE FOLLOWING REPAIRS TO BE PERFORMED.         MILE INSPECTION       MILE DIAGNOSIS         Change Oil, Filter & Lubricate       Check Brake Lining Wear       Service Air Conditioning         Replace Battery       Replace Brakes As Necessary       Replace Exhaust System         Tune-Up       Check Beits & Hoses       Replace Shocks         Front End Alignment       4 Wheel Drive Service       Service Cooling system         Rotate & Balance Tires       Service Automatic Trans.       Other Work (Details)	· · · ·
12/05/2007 16:16	tor - shaft concern 9323 Concern	HADED AREAS MUST BE FILLED IN COMPLETELY BEFORE WORK CAN BE PERFORMED.         As Required By Law: Public Act No. 80-425, Sec. 14-65d-4         WAIVER OF ADVANCE ESTIMATE         DLUNTARILY REQUEST THAT REPAIRS BE PERFORMED ON MY VEHICLE WITHOUT AN AD-         CE ESTIMATE         DLUNTARILY REQUEST THAT REPAIRS BE PERFORMED ON MY VEHICLE WITHOUT AN AD-         CE ESTIMATE OF THEIR COST. BY SIGNING THIS FORM, 1 AUTHORIZE REASONABLE AND         COSTS TO REMEDY THE PROBLEMS COMPLAINED OF UP TO A MAXIMUM OF         THE REPAIR SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY         ITEN OR ORAL CONSENT.         M         Optimize the above repair work to be done along with the necessary coaterial—and herefy oract your and/or your	

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< ∽ارد	Forward,->	<b>Document ID# 1869323</b> 2005 Chevrolet Malibu	Feedback	Print
, ""				·
Subject:	06-02-32-00 intermitten	e Noise After Bulletin 06-02-32-007 - keyv )7 bump clunk column electronic EPS inp it low P1C3747B P1C3747A P1C3747 pow steering suspension #P1C4294 - (10/26/20	out int er shaft	
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:

There have been incoming reports that after Bulletin 06-02-32-007 (Knock, Clunk or Rattle Type Noise From Front of Vehicle While Driving) was performed the noise was corrected for a short period of time only. The noise is usually present while turning at slow speeds and hitting bumps. The noise probably sounds like it's coming from the I-shaft.

#### Recommendation/Instructions:

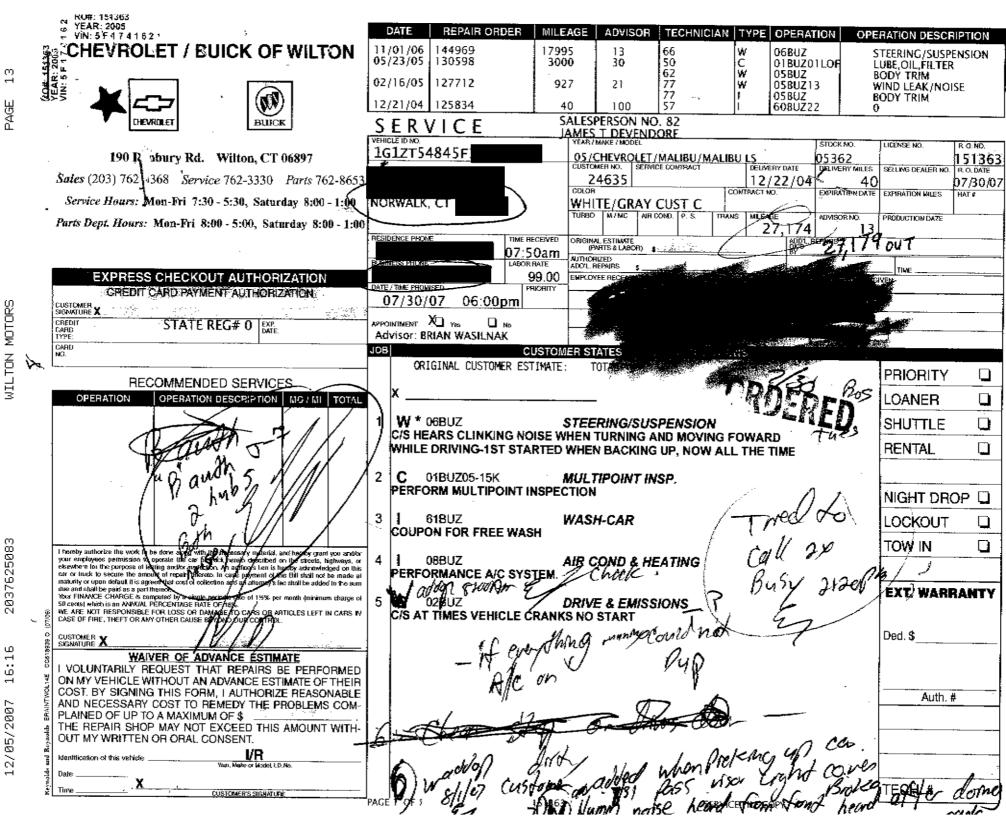
If the Rack & Pinion has been replaced with part number 15858368 or 15858369 please follow the below directions.

The noise may be coming from the interface between the I-shaft clamp and the steering gear input shaft. There is a bevel in the I-shaft clamp that when forced down on the input shaft too hard, might cause a loose fit with the I-shaft to input shaft joint.

To correct this:

- 1. Remove the I-shaft pinch bolt at the gear end. Note: either install a new bolt p/n 7845238 or clean the bolt threads and install thread locker p/n 12345382 when reinstalling.
- 2. reinstall pinch bolt and lift up on the I-shaft clamp to position the bolt in the upper part of the grove. This will position the clamp off of the bevel in the I-shaft.
- 3. While keeping the clamp in the upper position of the notch torque the pinch bolt to 49 N.m ( 36 lb ft).

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.



707 JOEF 30 FM2:02 ROND (51363 ព រា ធរវា OK FOR BULLITENS-FOUND ONLE TO LUBE INTERM. TIME MOURS OPER NO '07 JUL 30 PM1:09 JUSTIS DESTRUCTION GOINTE SHAFF AND REPOSITION BOTTOM TONNT-DENE-FMP NO.64 107511 30 FM12:4E NO BETTER, REPLACE ROCK AND 4 WHER ALIUN MENT. NOCHING GONE STRAIGHT TIME HOURS 151268 з PAGE ELAS SALE OPER. NO. 2) INSPECTION COMPLETED-SEC SHEET TISTIS 107 JUL 30 AM11:4 LOOSE SPLINES STRAIGHT NO NO. 151363 TIME ( OFF FLUT BATE TIME OWNER 107.111 31 @11:12 J.BTIS 107 JUL 31 MS:50 IME JUL 31 PK2:4 RO NO 151365 7 STRAIGHT CLAT BATE 4) CK ALC GYSTEM - FUNCTIONING PROPERLY TIME IBOINS '07 JUL 31 PH12:4 TUSTIS WILTON MOTORS EMP. NO. CH 5) TRISO TO STORT NUMEROUS TIMES -NO PROBLEM STRAIGHT TINE HOURS ROND. 157261 3 TIME ELAT BAÑ CK FOR BULLITENS - FOUND ONE TO CK GROUNDS AMO '07 HUG 1 HH10:07 (1. STIS '07 **ALG** 1 m11:23 UBEL CONNECTORS- ALL GOOD. KOND TEST - HEARD WHEEL BEATRING NOISE -6 CAN'T TELL IF L/ PRONT OR BOTH BAD-ORDER 2 NAWONG 2037625083 REPLACE BOTH WHELL BETRIE FOR HUMMIND NOISE - LEFT ONE FULST, LOAD TEST AND THEN RISING GOUD NOW 2 HUB. 7 15216791 Excessive a structures in 5 0004 NO 121202 DEDNC 1/08/10 AIR SETSTOR . SP32 **BTAR** 16:1 BURRINUS 12/05/2007

· · · · · · · · · · · · · · · · · · ·		<ul> <li>EARLY BIRD SERVICE REQUEST</li> <li>1. WRITE YOUR ORDER ON THIS ENVELOPE.</li> <li>2. LOCK YOUR CAR AND PARK IT IN THE SIDE LOT. DO NOT LEAVE CAR BLOCKING OVERHEAD DOOR.</li> <li>3. PLACE YOUR KEYS IN THIS ENVELOPE.</li> <li>4. BE SURE TO LEAVE A PHONE NO. WHERE YOU CAN BE REACHED. 5. DROP ENVELOPE IN MAIL SLOT IN GARAGE DOOR.</li> <li>6. PLEASE NOTE TWO CUSTOMER SIGNATURES REQUIRED BELOW. White</li> </ul>
		ADDRESS:
		CITY/ST/ZIP:
anita Butek et witt Id Service		Please charge to my credit card:       Express       Visa       M. Card       Other:       Other:       Other:         Card       Exp.       Cust.       Much         No.:       Date:       Sig.:       Much         Year:       Make & Model:       Color:       Color:         Vehicle I.D. No.       I G I Z T 5 4 8 4 5 F         I REQUEST THE FOLLOWING REPAIRS TO BE PERFORMED.
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	<b>€</b> }	I hereby authorize the above repair work to be done along with the necessaay material, and hereby grant you and/or your imployees permission to operate the vahide herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. Dealer not responsible for unavailability of parts or delays in parts shipments beyond dealers control nor for loss or damage to vehicle or articles left in cohicid the case of fire theft or any other cause beyond our control.
		Please Sign Here X

<- Back Forward ->

Subject:	Intermittent Long Crank But Will Not Start Or Intermittent No Crank - keywords 2.2 2.2L 3.5L 3.9L BEC calibration code communication extended ground hard L61 LX9 LZ4 LZ9 nocrank nostart P0335 UBEC #PIC3649E - (04/04/2007)	ţ



Models: 2004-2007 Chevrolet Malibu/Maxx 2005-2007 Pontiac G6 2007 Saturn Aura

## This PI was superseded to update Recommendation/Instructions. Please discard PIC3649D.

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

#### Condition/Concern:

Some customers may experience an intermittent no start condition that is not related to a battery charge condition. In some cases, the complaint may be described as a long crank concern. The Chevrolet Malibu equipped with 4 cylinder engines may possibly set code P0335.

Sometimes, the complaint may be the owner has to try and start the vehicle (cycle the key) several times before the vehicle will start.

It is important that at the time the vehicle is brought in for service that the complaint is understood.

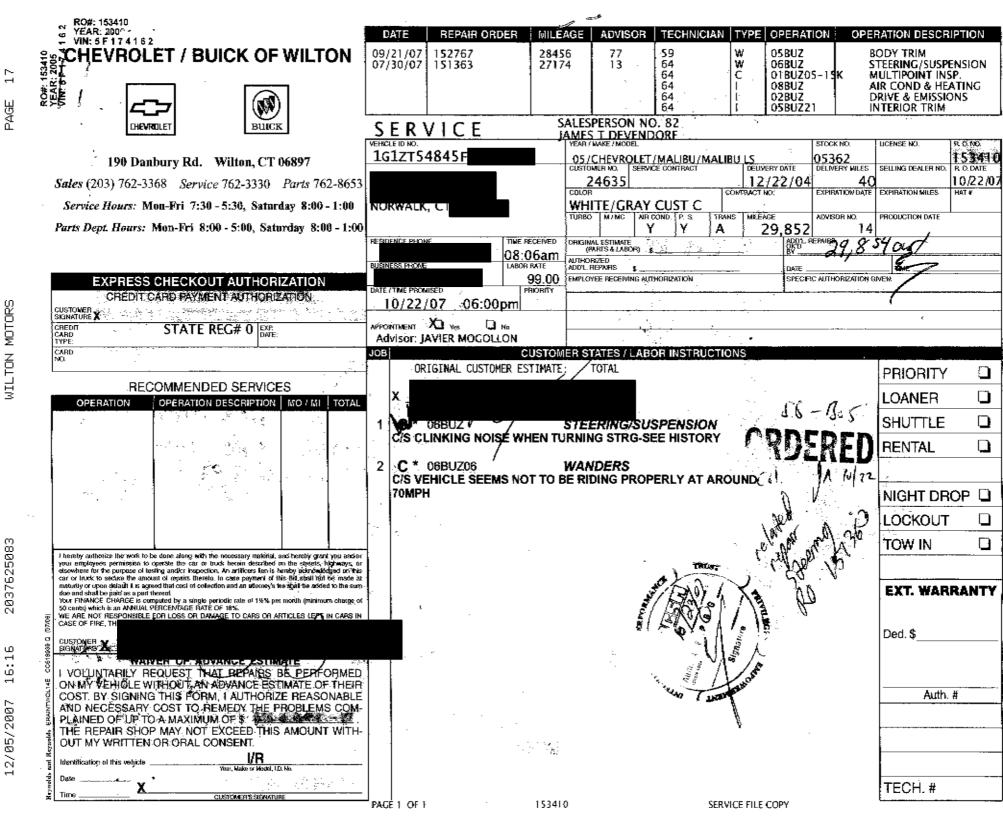
When attempting to start the car, was it a cranks but will not start or was it a no crank?

#### **Recommendation/Instructions:**

Complaint of intermittent vehicle cranks/long crank but will not start:

- 1. Check that the ground stud nuts on the radiator support are tight. The terminal should not rotate.
- 2. Check that the main engine ground (located at the rear of the block above the transaxle) is tight. (G105) You will want to also make sure the terminal crimp is tight to the wire.
- 3. Remove the UBEC (Document ID # 1351208) and check that all the connectors underneath the UBEC are locked into position.
- 4. Reinstall the UBEC

http://service.gm.com/servlets/BlobShtml?ShtmlFile=1954900&psdid=1049&evc=sm 7/30/2007



2) - CK RACK+ PINION - TIGHE. CK INTERMEDIATE SHAFT- LUBE PER BULLITEN AND REAL J-SUMPT. LE SURGETANK-NOT CLOSE ENOUGHTO MAKE NOWS. ЧGH TIME STRAIGHT FLAT HATE BID NO. / C24 ORDER STEERING COLUMN, INSTALL COLUMN FOR OPER NO EGCEPTINE PLAY IN BOTTOM BELLEING. 06-02-32-007B FMP. NO. D)EGEN STRAIGHT RONO. 534/0 3 TIME E AT BATE EMP NO 🖌 2) CORD TEST WITH ADVISER - NOISE COMMIN VILTON FROM REAR TIRES - WAINING AND HUMMING. NEOS NEW THES 2037625083 2/05/200

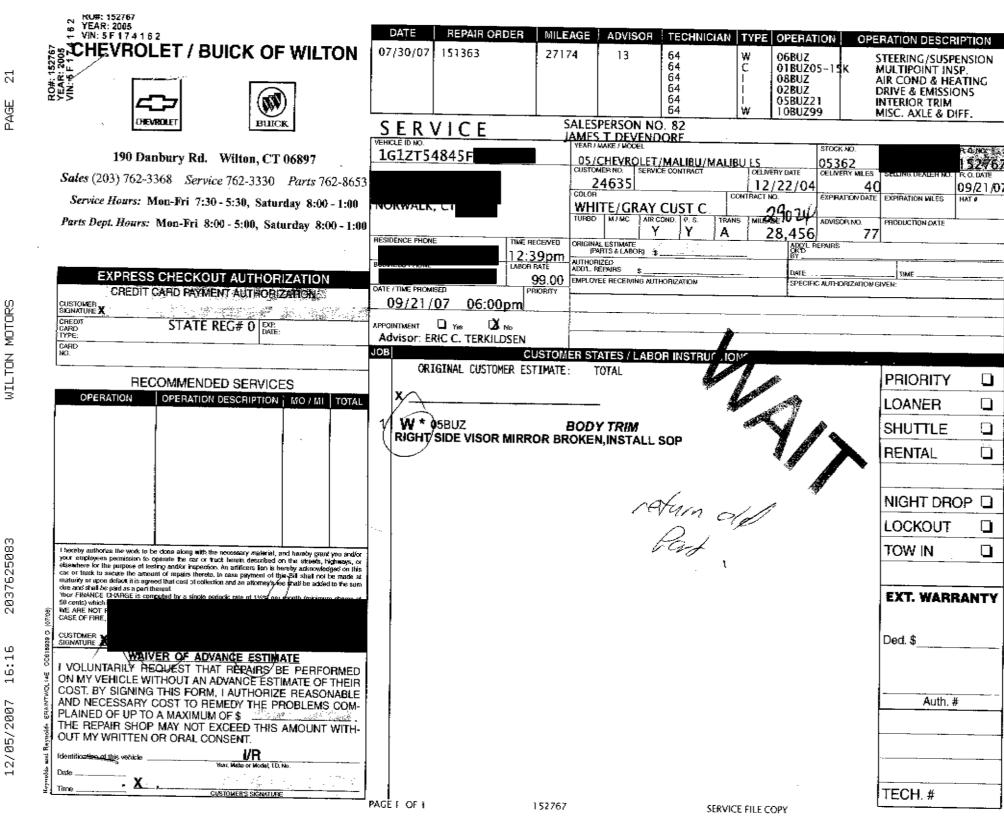
a Note from MY Car is making Va dicking sound in the Steering area, when I form the steering wheel It does it going forward making ation and also backwards Thad my care in for this only a few months ago DMy car isn't the same since the last time I had it to an I drive at 70" it's a thank I drive at 70 175 be at so Before I would and didn't even My Warranty will be up soon ajourd problems fixed

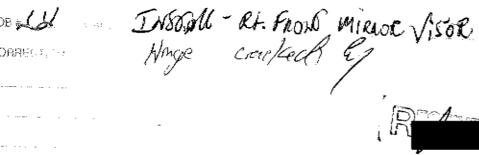
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3. PLACE YOUR KEYS IN THIS	S ENVELOPE. DNE NO. WHERE YOU CAN BE F	REACHED.
6. PLEASE NOTE TWO CUSTO	MER SIGNATURES REQUIRED B	ELOW.
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	s 🗍 Visa 🗍 M. Card 🔲 Othe	ər:
	xp. Cust. vate: Sig.:	
Year: 2015_Make & Model:	raliby color:	white
Vehicle I.D. No. 1612	15484517	
	NG REPAIRS TO BE PERFORM	1ED,
Replace Battery     Replace Battery     Tune-Up     Cl     Replace Spark Plug Wires     Replace Sp	IMII reck Brake Lining Wear splace Brakes As Necessary neck Belts & Hoses splace Wiper Blades Wheel Drive Service trvice Automatic Trans.	LE DIAGNOSIS   Service Air Conditioning  Replace Exhaust System  Replace Shocks  Service Cooling system
	MIPLEHELY BEFORE WORK O ublic Act No. 80-425, Sec. 14-6 ADVANCE ESTIMATE	
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WRITTEN OR ORAL CONSENT. Identification of This Vehicle	iz cr Model, I.D. No.	
I hereby authorize the above repair work to be done a employees permission to operate the vehicle berein de and/or inspection. An express mechanic's lien is her repairs thereto. Dealer not responsible for unavailability loss or damage to vehicle o	along with the necessary material, and scribed on streets, highways or elsewh aby acknowledged on the above yehi	iere for the purpose of testing cle to secure the amount of beyond dealers control nor for
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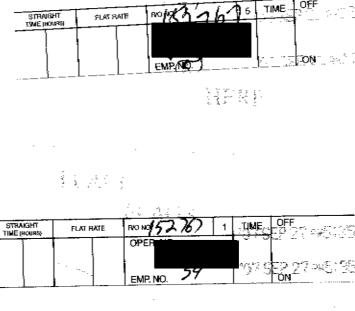


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WILTON MOTORS

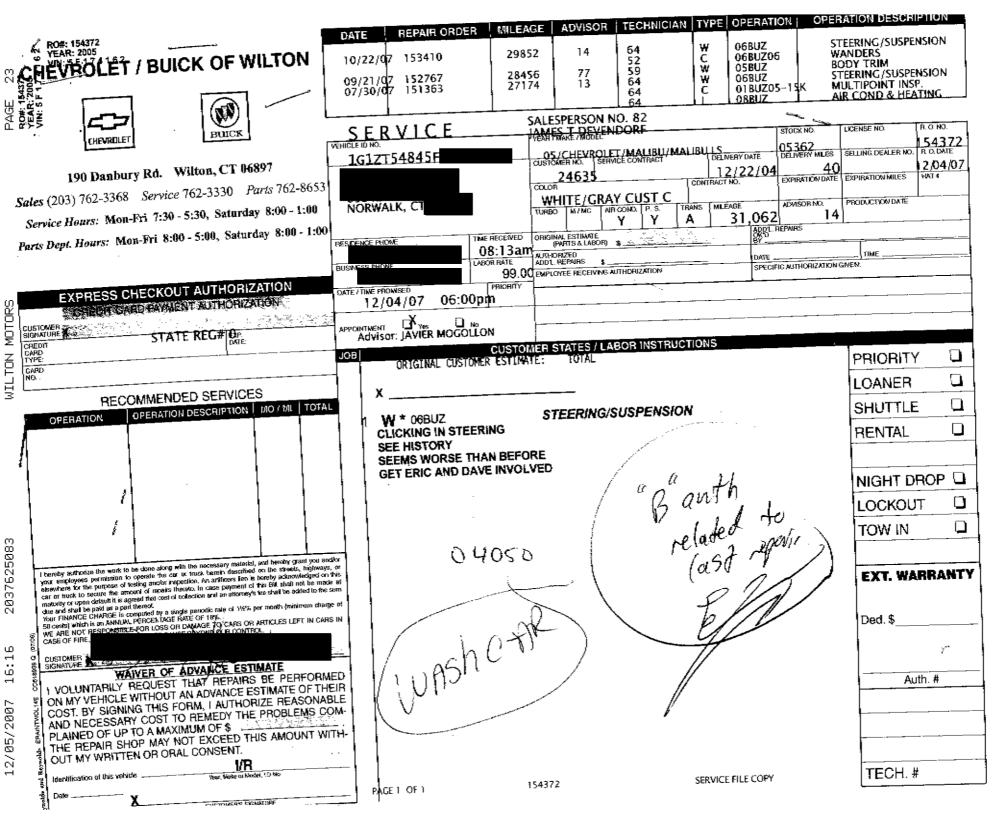
12/05/2007

16:16

2037625083

PAGE

22



producte

I did buy this can on a employee discount, my prother works for 6M corp, I put my trust in a 6m I put my trust in a 6m Thank you

P.S. I hear feet the noise when I back up, turn, sometimes applying the brackers.

.

I hope this is the final, time or please be honest to

discuss have to resolve this

Mean Eric or Jay ; Ni, I am leaving my. car to be fixed for this clicking noise in the steering are be the 44th time. (15t time fixed was 11/2/06)

1.2/4/07

· while 11/ allery

12/05/2007 16:16 2037625083 P.O. BUX 39/1 190 DAMES, WILTON MOTORS WILTON, CT 06897	PAGE 25 JOB #
EARLY BIRD SERVICE REQUEST	
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3. PLACE YOUR KEYS IN THIS ENVELOPE. 4. BE SURE TO LEAVE A PHONE NO. WHERE YOU CAN BE REACHED. 5. DROP ENVELOPE IN MAIL SLOT IN GARAGE DOOR.	S S S
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Tune-Up     Check Belts & Hoses     Check Belts     Check Belts & Hoses     Check Belts     Check Belts	
Front End Alignment     G 4 Wheel Drive Service     Service Cooling System     Service Automatic Trans.	5 20 2
Other Work (Details) and clicking norde 10	Br (E)
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I VOLUNTABILY REQUEST THAT REPAIRS BE PERFORMED ON MY VEHICLE WITHOUT AN AD-	
NECESSARY COSTS TO HEMEDY THE PROBLEMS MAY NOT EXCEED THIS AMOUNT WITHOUT MY	
WRITTEN OR ORAL CONSENT. Identification Of This Vehicle	
Date Customers Signature	
employees permission to operate the vehicle herein described on wiedged on the above vehicle to secure the amount of and/or inspection. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of	
loss or damage to vehicle or a	
Please Sign Here X OK-099207 (040500) Reysolds and Reynolds UTHOTHURA	
With any service performed. Valid on most CM vehicles. Not valid with any other offer. Bing this coupon with you. Cood Thu 2/15/2008	
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steering nois- instill 08 # 4  $\cdot \in$ 707 DEC 4 PM12:12 STRAIGHT TIME (HOURS) FLAT RATE 2 W RØ ы К noise coming Care  $\sim \sim \sim$ OPER NO. '07 DEC 4 #19:28 54. ched ste ï۲ EMP. NO. Preman PAGE dona al woudy '07 DEC 4 PM12:12 '07 DEC 4 AM9:28 road test of 54 (1 rellace ..... norse. ENC OB # CORRECTOR MOTOR. SOMOR **MILTON** an most GM vehicles. ייבערסוet-Buick of Wilton With any service performed ie: 300d Thtu 2/15/2008 Free Car Wash FREE 2037625083 with any other office, Bring this couper with you, 16:16 12/05/2007

AVM Name: Dennis Rickerd

Node/Mailbox: 914055/8452

This is Shelley Webster calling from the BRC in Chatham

The request number is: 71-581027209

The Customer's name is:

The Customer is the (Original) owner

The location of the vehicle at this time is with the owner

The dealers involved are: Chevrolet/Buick of Wilton in Wilton, CT

The vehicle is a 2005 Chevrolet Malibu

With current mileage: 31062

The last 8 digits of the VIN# are: 5F

In service date is (mm/yy): 12/22/2004

**This involves**: a customer who has filed with the BBB regarding steering concerns. The customer feels unsafe driving the vehicle due to having so many items replaced in the vehicle related to steering. She is seeking a replacement vehicle. According to the dlrship; all steering repairs have been for noise concerns. I still need to do a case assessment but with the info I currently have she has had four repairs for steering issues but no FRA. Please follow up with your input regarding the case.

<b>GMPP Beg</b>	<b>lest for</b> [	Processing			
SR# 71-581027209					
New/Used: New Division: Cl	nevrolet Vehicle Style:	Car			
Complete VIN 1G1ZT54845F	Vehicle Year:	2005			
Division – Dealer Code: Chevr	olet 13-32888				
<ul> <li>General Motors has agreed to:</li> <li>1. Approve and pay for a new p</li> <li>2. Authorize a new plan or upgr</li> <li>3. Approve and pay for an upgr</li> </ul>	lan – no GMPP Coverage Cur ade; customer will pay total co	rently st			
Special Instructions: Check	· · _	lling dealer code to Division code			
(Selling dealer to keep profit. D	Division is debited the dea	aler's profit)			
Delivery Date: 12/22/2004	Odometer	reading: 31062			
Plan Purchase Date: 12/14/07	Customer Ownership: C	Dwner			
Business Name:					
Customer Name - Title: Ms. (	First - M.I Last):				
Address Line 1:					
Address Line 2:					
City: Norwalk State: CT	Zip:				
Plan Type: Major Guard	# of Months: 36 Months	s Mileage: 36,000			
Plan Type:	# of Months:	Mileage:			
Deductible: 0	MSRP: 1375.00				
Plan Lien Holder (Select Division): Chevrolet					
Division Address: P.O. Box 33	3170 Detroit, MI 48232-5	170			
CRS (Decision Maker): Shelley	/ Webster				
Team Lead / Liaison: Kimberly	/ Sinclair				
Team CARS Site: Chat	ham	Date: 12/14/07			
DVM Requested					

Revised 8/02/2007

#### Privileged and Confidential Information

#### CASE ASSESSMENT

By: Shelley Webster State: CT

Customer Name:

Service Request: 71-581027209 BBB Case No.: CHV0760295

Vehicle ID No.: 1G1ZT54845F In Service Date: 12/22/2004

Year, Make & Model: 2005 Chevrolet Malibu Mileage at Time of BBB Filing (odometer) Lien holder: GMAC x Other : {Name}

DVM Name: Dennis Rickerd Phone/Cell Number: 914055/8452 Vehicle is: New

BAC Code: 224502

Vehicle Purchased Used on: {n/a or mm/dd/yy} at odometer {odometer} Sale Type: Purchase x Lease Other : {Type} CAM Name: Craig Joseph Phone Number: 914-244-6130

## VEHICLE REPAIR HISTORY

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

Steering					
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
11/01/06	144969	1	17995	Customer states: vehicle makes a clicking noise in steering at low speeds Backing up wheel turned ¼ from stop Replaced shaft clamp per bulletin 1869323	
07/30/07	151363	1	27174	Customer states: hears clunking noise when turning and moving forward while driving-1 <sup>st</sup> started when backing up, now all the time Ck for bulletin, found on to lube interim drive shaft and reposition bottom joint, done, no better. Replaced rack and 4 wheel alignment. Knocking gone	
10/22/07	153410	1	29852	Customer states: clinking noise when turning strong Ck rack and pinion-tight. Ck intermediate shaft. Lube per bulletin and re- position I-shaft. Ok. Surge tank, not close enough to make noise. Order steering column. Install column for excessive play in bottom bearing.	
12/04/07	154372	1	31062	Customer states: clicking in steering Steering noise; install chassis ears, noise coming from steering shaft; ck history bulletin already done, replace intermediate steering shaft, road test, ok	
Symptom }					
<b>D</b> .	DO //	Davis Orit	N # 1	Description of Ocean laint and Descrip Desfermend	

Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:

{Symptom}

Date:	<u>RO #:</u>	<u>Days Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
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□ <u>{Sym</u>	ptom}				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
<u>{Sym</u>	ptom}				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
□ <u>{Sym</u>	ptom}				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:	
Recal	II/Campai	an (Not Rel	ated to O	ther Symptoms/Complaints)	
<u> </u>					

Date:	RO #:	Davs Out:	Mileage:	Description of Complaint and Repair Performed:

## Verified with customer if the vehicle has ever been involved in an accident Y If yes are the RO's attached Y

□ <u>Other</u>				
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
02/16/05	127712	1	927	Customer states: bad wind noise when rear windows down, even dropping front TAC Case #7962698 said it is in the design of the body, operating as designed; dlrship provided GW repair for cust satisfaction
05/23/05	130598	1	3000	Customer states: the trunk lock is loose Verified complaint, key cylinder clip misaligned w/ key cylinder, realigned clip, test operation, ok
07/30/07	151363	1*	27174	LOF Customer states: at times, vehicle cranks, no start Tried to start numerous times, no problem. Ck for bulletins, found one to ck grounds and UBEC connectors, all good Customer states: check A/C Checked all A/C system, functioning properly Customer states: ck wheel noise Road test, heard wheel bearing noise, can't tell if L/front or both bad. Order 2 new once, replace both wheel bearings for humming noise-left one first, road test and R side good now Customer states: right side visor mirror broken
09/21/07	152762	1*	29024	Install SOP, right side visor mirror

THE STATE LEMON LAW READS:

Days out of service: 30 days Repairs 4 plus FRA Time period 24 months / 24,000 miles Does Lemon Law state nonconformity must continue to exist? Y

#### If applicable, safety-related repairs 2 repair attempts Safety-related time period 12 months / {# of miles}

Number of repair attempts in the presumption period:4Total days out of service during the presumption period:4Total days out of service during customer's ownership:6

#### Vehicle Meets Presumption of Lemon Law NO

## PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: {TEXT} Date & Offer/Result: {TEXT}

Concern: {TEXT} Date & Offer/Result: {TEXT}

Concern: {TEXT} Date & Offer/Result: {TEXT}

## RECOMMENDATION AND RATIONALE

Reminder: Take into consideration 1) DVM/Svc Manager input 2) if there are any unrepaired defects, and 3) are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

Cust sks: seeking new vehicle

DVM sts: received no input from DVM

SVM sts: vehicle currently repaired

CRS Rationale: offered 3/36 GMPP Major Guard to show that we are going to stand behind our products; cust accepted offer

CRS FINAL OFFER:	GMPP	DATE: 12/14/07	CUST Accepted
Goodwill: Major Guard		Attorney Fees (if appli	cable): \${Amount}

TEAM LEAD APPROVING:	{Name}	Date: {Date}

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

\* SES light is to be captured under affected component above.

Revised 8/02/2007

#### Privileged and Confidential Information

#### CASE ASSESSMENT

By: Shelley Webster State: CT

Customer Name:

Service Request: 71-581027209 BBB Case No.: CHV0760295

Vehicle ID No.: 1G1ZT54845F In Service Date: 12/22/2004

Year, Make & Model: 2005 Chevrolet Malibu Mileage at Time of BBB Filing (odometer) Lien holder: GMAC x Other : {Name}

DVM Name: Dennis Rickerd Phone/Cell Number: 914055/8452 Vehicle is: New

BAC Code: 224502

Vehicle Purchased Used on: {n/a or mm/dd/yy} at odometer {odometer} Sale Type: Purchase x Lease Other : {Type} CAM Name: Craig Joseph Phone Number: 914-244-6130

## VEHICLE REPAIR HISTORY

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

Steerir 🗌	ng			
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12/04/07	154372	1	31062	Customer states: clicking in steering Steering noise; install chassis ears, noise coming from steering shaft; ck history bulletin already done, replace intermediate steering shaft, road test, ok
□ <u>{Symp</u>	otom}			
<b>D</b> .	DO //	Davis Orit	N # 1	Description of Ocean laint and Descrip Desfermend

Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:

{Symptom}

Date:	<u>RO #:</u>	<u>Days Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
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□ <u>{Sym</u>	ptom}						
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
<u>{Sym</u>	ptom}						
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
□ <u>{Sym</u>	ptom}						
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
Recal	II/Campai	an (Not Rel	ated to O	ther Symptoms/Complaints)			
<u> </u>							

Date:	RO #:	Davs Out:	Mileage:	Description of Complaint and Repair Performed:

## Verified with customer if the vehicle has ever been involved in an accident Y If yes are the RO's attached Y

□ <u>Other</u>				
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09/21/07	152762	1*	29024	Install SOP, right side visor mirror

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Number of repair attempts in the presumption period:4Total days out of service during the presumption period:4Total days out of service during customer's ownership:6

#### Vehicle Meets Presumption of Lemon Law YES or NO

## PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: {TEXT} Date & Offer/Result: {TEXT}

Concern: {TEXT} Date & Offer/Result: {TEXT}

Concern: {TEXT} Date & Offer/Result: {TEXT}

## RECOMMENDATION AND RATIONALE

Reminder: Take into consideration 1) DVM/Svc Manager input 2) if there are any unrepaired defects, and 3) are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

Cust sks:

DVM sts:

SVM sts:

CRS Rationale:

CRS FINAL OFFER:	{REPAIR/REP/TRADE}:	DATE: {Date}	CUST {Accepted / Declined}
Goodwill: {Type}		Attorney Fees (if appli	cable): \${Amount}

TEAM LEAD APPROVING:	{Name}	Date: {Date}
	(	

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

\* SES light is to be captured under affected component above.

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#### GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

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

January 22, 2008

Chris Capicini, Service Manager Foster Chevrolet-Cadillac P.O. Box 2305 SANDUSKY, OH. 44871

Re:

Siebel Request: 71-588395359 2007 Chevrolet Malibu VIN # 1G1ZS58FX7F

Dear Chris:

This is a letter of notification regarding a Better Business Bureau case the above referenced customer. I did leave a message, for you, regarding this claim, today, Jan. 22/08, and have also left a message for Joe Semock.

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,

Patricia Chandler

Patricia Chandler BRC Customer Relationship Specialist Ph#: 866-790-5600, extension 11552 FAX# 866-893-7511 RFS 7336

Revised 8/02/2007

#### Privileged and Confidential Information

#### CASE ASSESSMENT

By: Patricia Chandler	-		State: Ohio	
Customer Name: Alfred Sowards	SR #	71-588395359	BBB No.: CHV	0831728
VIN 1G1ZS58FX7F	In Service Date: 7/23/2007	Vehicle is: New	BA	C Code: 113630
Year, Make & Model 2007, Chevrolet Mileage at Time of BBB Filing 3,900	Malibu	Vehicle Purchased	Used on: N/A	
Lien holder: GMAC Other: {N	lame}	Sale Type: Purcha {Type}	ase 🗌 Lease	Other :
DVM Name: Joe Semock Phone/Cell Number: 330-418-2411		CAM Name: {Name Phone Number: {P		

## VEHICLE REPAIR HISTORY

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

PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.

<u>VIBRAT</u>	ION			
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
Jan.9/08	215467	8	3,570	Vibration on acceleration from a stop. General Motors is aware of the concern, but there is no fiX, according to TAC. If there are 2 people in the vehicle, you can feel the vibration very well. If there is a third person in the car, the vibration is not there. GM is aware of this and said they did not have a repair. There is a PI bulletin from GM that describes the concern. Doc. ID 1873109

□ <u>NOIS</u>	<u>E</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Jan.9/08	215467 ***	* * * *	3,570** *	Roaring noise at 40 MPH Sound like it is coming from exhaust.
				Test drove for noise. Exhaust noise changes when transmission is in overdrive. Normal condition.

## Verified with customer if the vehicle has ever been involved in an accidentYESIf yes are the RO's attachedNO – CUSTOMER STATES VEHICLE WAS DAMAGEDBEFORE HE PURCHASED IT

□ <u>othe</u>	<u>R</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
				BRAKES
Aug.8/07	237416	1	945	Check brake pulsation
				Front brake rotors out of round. Resurfaced front brake rotors, checked for lateral runout. No shims required. Reassembled & road tested <b>DRIVEABILTIY</b>
Aug.8/07	237416 ***	* * * *	945***	Check for hesitation upon acceleration from take offs.
				Scanned computer, no code present. No GM bulletins found for this condition. Unable to duplicate customer's concern <b>INTERIOR TRIM</b>
Aug.8/07	237416 ***	* * * *	945***	Customer states front seat headrests make him lean forward.
				Headrests are normal. Non adjustable LIGHTS
Oct.31/07	242064	1	2,504	Replace right headlamp capsule. Part in. Headlamp replaced
Jan.9/08	215467 ***	***	3,570** *	Customer keeps getting the brights flashed at him with low beams on. Rt. Headlamp adjusted too high. Adjusted headlamps DRIVEABILITY
Sept.21/0 7	211244	1	1,084	Aligned front and rear wheels to specifications
7				DRIVEABILITY
Dec.27/0 7	214970	1	3,205	Some sort of chugging sensation on light acceleration.
				Verified by "Ron". Performed power train mount balance lower mount as per doc. 1578526 WHEELS/TIRES
Dec.27/0 7	214970 ***	* * * *	3,205** *	Some sort of chugging sensation on light acceleration.
				Performed powertrain mount balance. Lower mount as per 1578526. Test drove, felt tire vibration. Balanced all tires. Three tires had excessive road force readings. Mounted & balanced three tires
Jan.9/08	215467	* * * *	3,570** *	After car sits overnight, customer can smell coolant.
				Could not duplicate

## THE STATE LEMON LAW READS:

Days out of service: 30 Repairs 3 Time period 12 / 18,000 Does Lemon Law state nonconformity must continue to exist? Y

#### If applicable, safety-related repairs 1 Safety-related time period 12 / 18,000 miles

Number of repair attempts in the presumption period:	3
Total days out of service during the presumption period:	9
Total days out of service during customer's ownership:	12

## PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: {TEXT} Date & Offer/Result: {TEXT}

Concern: {TEXT} Date & Offer/Result: {TEXT}

Concern: {TEXT} Date & Offer/Result: {TEXT}

## RECOMMENDATION AND RATIONALE

Reminder: Take into consideration 1) DVM/Svc Manager input 2) if there are any unrepaired defects, and 3) are the problems alone or cumulatively a "substantial impairment" of the vehicle's use, value or safety.

The customer is requesting a buy back based on Ohio Lemon Law, but the vehicle does not meet the requirements of this Lemon Law, for 3 repairs/30 days out of service in the first 12/18,000 miles of inservice date. According to info on GMVIS, there has only been 3 different repairs, and the requirement is 3 repairs on the same nonconformity. Repair orders also indicate this is correct.. Received notification from BBB April 14/08, Customer Did Not Return Form, that would indicate the decision was accepted. Their file had been closed. Now the file is active again, because, although past the required time period, the BBB still sent it in, and advised we need to honour this.

The DVM, involved dealership, Joe Semock advised the cust. has used and abused the vehicle. He had collision damage sustained to this vehicle, after purchasing it. Had it repaired, without disclosing this, to the original selling dealer. Made complaints about paint, that was related the repaired section of the vehicle. Sharpnack II paid for some additional repairs, but beyond that there is neither a defect nor are they responsible, but seems to be related to collision repairs. The cust. has taken advantage of that and has been deceptive regarding the collision.

**BBB rep**, John Ryan, stated he had advised the cust., if in fact the vehicle was sold to him damaged, as he claims, then he should be filing against the selling dealership. The cust. declined this suggestion. A repair was awarded at the arbitration hearing. The customer failed to send in the signed decision acceptance form, and the BBB notified us of this, and they had closed their file. In the meantime, the cust. took it upon himself to get the repair completed, on his own, and then the BBB sent in the signed decision acceptance form. Because the vehicle has had that repair completed, even though it would not be recognized under the mandated repair decision, there is no point getting the customer to get another repair completed, when we already have the results of that repair. The DVM has advised, if, after trying to fight this, the cust. will end up back at the arbitration table, we should buy the vehicle back, with usage based on the current mileage. This offer is being forwarded to the BBB rep, John Ryan, today, May 5/08

CRS FINAL OFFER:	{REPAIR/REP/TRADE}:	DATE: {Date}	CUST {Accepted / Declined}
Goodwill: {Type}		Attorney Fees (if appli	cable): \${Amount}

	(Nomo)	Data: (Data)
TEAM LEAD APPROVING:	{Name}	Date: {Date}

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

\* SES light is to be captured under affected component above.

Magoo's Inspection Automotive Consultants Inc.	n Report P.O. Box 678 Ventura, CA 9300
Automotive Consultants Inc.	Office (800) 831-6907 Fax (805) 676-344
Assignment Information	Warranty Company —
# 030711063 Call Received 3/7/2008 11:00 AM	BBB Auto Line
Re-Inspect Date Inspected 3/12/2008	Adjuster Jim xt521
Claim Information ————	Verbal Report Given To
Contract # CHV0831728 Claim/File #	Magoo's Date 3/12/2008 9:42 AM
Contract Holder Alfred E Sowards	Vehicle Location
Yr/Mk/Md 2007 Chevrolet Malibu	Residence
Mileage: 3900 VIN-Last 6	70 Bass Haven South Marblehead, OH
Verified Vehicle Information ————	Alfred Soward (419) 732-9817
Complete VIN 1G1ZS58FX7F	Verified Torn Down With Labor Rate
License Tag DEC 6683 Mfg Date	Alfred Date 3/10/2008 9:15 AM
Please verify if there is a roaring sound and if so during acceleratio REPAIR ORDER DATED Name on R COMPLAINT	bection date. 1) Vehicle vibrates and wobbles from side to side. to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In
Please verify if there is a roaring sound and if so during acceleratio REPAIR ORDER DATED Name on R COMPLAINT There is no repair order. SERVICE HISTORY Service History Availability Not available	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. <b>Driven/Towed</b> Driven In
Please verify if there is a roaring sound and if so during acceleratio REPAIR ORDER DATED Name on R COMPLAINT There is no repair order. SERVICE HISTORY Service History Availability Not available No service history records were made available at the time of inspective	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection.
Please verify if there is a roaring sound and if so during acceleratio REPAIR ORDER DATED Name on R COMPLAINT There is no repair order. SERVICE HISTORY Service History Availablity Not available No service history records were made available at the time of inspec- Service Stickers I Door Sticker Info LOF due 3/08 @ 6220	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. <b>Driven/Towed Driven In</b> ection.
Please verify if there is a roaring sound and if so during acceleratio         REPAIR ORDER       DATED       Name on R         COMPLAINT       There is no repair order.       SERVICE HISTORY       Service History Availability       Not available         SERVICE HISTORY       Service History Availability       Not available         No service history records were made available at the time of inspective service Stickers       Door Sticker Info       LOF due 3/08 @ 6220         BODY       Model       Malibu       # Door 4       Body Type         ENGINE TYPE       2.2 Twin Overhead Cam, 16 Valve, EFI, S	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection. ) miles. e Sedan Options A/C, P/B, P/S
Please verify if there is a roaring sound and if so during acceleratio         REPAIR ORDER       DATED       Name on R         COMPLAINT       There is no repair order.       SERVICE HISTORY       Service History Availability       Not available         SERVICE HISTORY       Service History Availability       Not available         No service history records were made available at the time of inspective       Service Stickers       Door Sticker Info       LOF due 3/08 @ 6220         BODY       Model       Malibu       # Door 4       Body Type         ENGINE TYPE       2.2 Twin Overhead Cam, 16 Valve, EFI, S         TRANSMISSION TYPE       Automatic, Front wheel drive	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection. 0 miles. 2 Sedan Options A/C, P/B, P/S
Please verify if there is a roaring sound and if so during acceleratio         REPAIR ORDER       DATED       Name on R         COMPLAINT       There is no repair order.       Not available         SERVICE HISTORY       Service History Availability       Not available         No service history records were made available at the time of inspective       Service Stickers       Door Sticker Info       LOF due 3/08 @ 6220         BODY       Model       Malibu       # Door 4       Body Type         ENGINE TYPE       2.2 Twin Overhead Cam, 16 Valve, EFI, S       TRANSMISSION TYPE       Automatic, Front wheel drive         CONDITION OF VEHICLE       General Condition       Very good	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection. D miles. Secon Options A/C, P/B, P/S Straight 4 Cylinder
Please verify if there is a roaring sound and if so during acceleratio         REPAIR ORDER       DATED       Name on R         COMPLAINT       There is no repair order.       Name on R         SERVICE HISTORY       Service History Availability       Not available         No service history records were made available at the time of inspective       No service history records were made available at the time of inspective         Service Stickers       Image: Door Sticker Info       LOF due 3/08 @ 6220         BODY       Model       Malibu       # Door 4         BODY       Model       Malibu       # Door 4         ENGINE TYPE       2.2 Twin Overhead Cam, 16 Valve, EFI, S         TRANSMISSION TYPE       Automatic, Front wheel drive         CONDITION OF VEHICLE       General Condition       Very good         Signs of Abuse       No signs of abuse       No signs of abuse	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection. 0 miles. 2 Sedan Options A/C, P/B, P/S Straight 4 Cylinder Signs of Collision Possible collision, as VIN sticker missing
Please verify if there is a roaring sound and if so during acceleratio         REPAIR ORDER       DATED       Name on R         COMPLAINT       There is no repair order.       Not available         SERVICE HISTORY       Service History Availability       Not available         No service history records were made available at the time of inspective       Service Stickers       Door Sticker Info       LOF due 3/08 @ 6220         BODY       Model       Malibu       # Door 4       Body Type         ENGINE TYPE       2.2 Twin Overhead Cam, 16 Valve, EFI, S         TRANSMISSION TYPE       Automatic, Front wheel drive         CONDITION OF VEHICLE       General Condition       Very good         Signs of Abuse       No signs of abuse       Modifications       No visible modifications	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection. D miles. Secon Options A/C, P/B, P/S Straight 4 Cylinder
Please verify if there is a roaring sound and if so during acceleratio         REPAIR ORDER       DATED       Name on R         COMPLAINT       There is no repair order.       Not available         SERVICE HISTORY       Service History Availability       Not available         No service history records were made available at the time of inspective       No service history records were made available at the time of inspective         Service Stickers       Image: Door Sticker Info       LOF due 3/08 @ 6220         BODY       Model       Malibu       # Door 4         BODY       Model       Malibu       # Door 4         ENGINE TYPE       2.2 Twin Overhead Cam, 16 Valve, EFI, S         TRANSMISSION TYPE       Automatic, Front wheel drive         CONDITION OF VEHICLE       General Condition       Very good         Signs of Abuse       No signs of abuse       Modifications       No visible modifications         Tow Package       No towing equipment       No towing equipment       No towing equipment	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection. D miles. See Sedan Options A/C, P/B, P/S Straight 4 Cylinder Signs of Collision Possible collision, as VIN sticker missing Commercial Use No evidence of commercial use
Please verify if there is a roaring sound and if so during acceleratio         REPAIR ORDER       DATED       Name on R         COMPLAINT       There is no repair order.       Not available         SERVICE HISTORY       Service History Availability       Not available         No service history records were made available at the time of inspective       Service Stickers       Door Sticker Info       LOF due 3/08 @ 6220         BODY       Model       Malibu       # Door 4       Body Type         ENGINE TYPE       2.2 Twin Overhead Cam, 16 Valve, EFI, S         TRANSMISSION TYPE       Automatic, Front wheel drive         CONDITION OF VEHICLE       General Condition       Very good         Signs of Abuse       No visible modifications       Tow Package       No towing equipment         ENGINE OIL       Oil Level Full       Oil Level Full       Oil Level Full	to side. 2) Muffler problem- vehicle makes a roaring sound. n? Or normal driving? There is no repair order. Driven/Towed Driven In ection. o miles. e Sedan Options A/C, P/B, P/S Straight 4 Cylinder Signs of Collision Possible collision, as VIN sticker missing Commercial Use No evidence of commercial use Tires No oversize tires

## Magoo's COOLANT

Contract # CHV0831728

Condition Clean

#### TRANSMISSION FLUID Oil Level N/A

Level: Full

**Oil Condition** N/A

Drive Axle Fluid N/A

Freeze Plug Condition N/A

#### State Of Assembly

The vehicle is fully assembled.

Problem/Symptom: Vehicle vibrates and wobbles from side to side. Please verify if the vehicle exhibits a wobble OR a shake from side to side.

Does the problem/symptom exist? Yes.

What examinations or tests did you perform? The inspector test drove the vehicle approximately 7 miles and verified there is a vibration and shimmy feeling from the front of the vehicle when accelerating from a stop. The shimmy is present in 1st and 2nd gears, but stops after 20-25 mph.

If the problem/symptom exists what is the likely cause? Possibly a fault inner CV joint, or a steering concern. Please explain how you reached this conclusion. The inspector test drove the vehicle approximately 7 miles and verified there is a vibration and shimmy feeling from the front of the vehicle when accelerating from a stop. The shimmy is present in 1st and 2nd gears, but stops after 20-25 mph.

Problem/Symptom: Muffler problem - vehicle makes a roaring sound. Please verify if there is a roaring sound and if so during acceleration? Or normal driving?

Does the problem/symptom exist? No, there is no muffler problem, there is no muffler type noise, but there is a rattle from the rear of the vehicle over bumps, and a drone type noise from the vehicle at 50 to 55 mph, when the TCC applies, but this is a normal noise on acceleration.

What examinations or tests did you perform? The inspector test drove the vehicle approximately 7 miles, paying special attention to noise and vibrations, and the inspector verified there is no muffler problem, there is no muffler type noise, but there is a rattle from the rear of the vehicle over bumps, and a drone type noise from the vehicle at 50 to 55 mph, when the TCC applies, but this is a normal noise on acceleration. If the problem/symptom exists what is the likely cause? Normal noise.

Please explain how you reached this conclusion. The inspector test drove the vehicle approximately 7 miles, paying

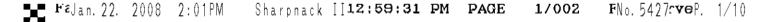
special attention to noise and vibrations.

Inspector profile: Ryan Curry ASE Certificate # HR7LQ8UD3CURRY Master Auto Technician Engine Repair, exp. 12/31/2008 Automatic Trans/Transaxle, exp. 12/31/2010 Manual Drive Train & Axles, exp. 12/31/2008 Suspension & Steering, exp. 12/31/2009 Brakes, exp. 6/30/2008 Electrical Systems, exp. 12/31/2009 Heating & Air Conditioning, exp. 13/31/2009 Engine Performance, exp.6/30/2009 Heavy / Medium trucks Brakes exp 12/31/2010 Suspension / Steering exp 12/31/2010 Heating/vent/air conditioner exp 12/31/2010 Certificate of Achievement from Doctor of Motors Dated 3/3/1996.

Certificate of Program Completion issued by Ohio Dept of Education Auto Mechanics, completed 1026 hours of vocational instruction. Dated 6/1997.

# Magoo's

This inspection and the opinions expressed are exactly that, opinions. Many parts perform perfectly up until the moment of failure. Failure may occur suddenly and without any prior warning. Due to the cursory nature of the inspection, the location, the constraints, and the lack of diagnostic tools, the inspector, and/or Magoo's Automotive Consultants, Inc. cannot accept liability for failures that may occur after the inspection has been completed.







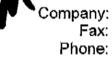


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# **General Motors Business Resource Center**

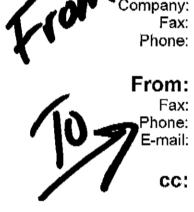


#### Jeff Neibler, New Car Sales Manager To:



419-933-8010,

### **Patricia Chandler**



866-8937511 11552

NOTES:



#### VIA FAX ONLY

January 22, 2008

Jeff Neibler, New Car Sales Manager Sharpnack II Chevrolet, Buick, Pontiac, Inc. P.O. Box 180 WILLARD, OH. 44890

Re: Siebel Request: 71-588395359 2007 Chevrolet Malibu VIN # 1G12S58FX7F

Dear Mr. Neibler:

Further to our telephone conversation of today, as requested, this is a letter of notification regarding a Better Business Bureau case the above referenced customer.

In order to perform a case assessment, please provide me with copies of all dealer sales 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 (if applicable)

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,

Patricia Chandler

Patricia Chandler BRC Customer Relationship Specialist Ph#: 866-790-5600, extension 11552 FAX# 866-893-7511

LEASE 2:01PM	arpnack II <b>SHARPNA</b>	СКИ	No. 542	27 P. 3/10
	BUICK CHEVROLET-PO	NTIAC-BUICH	<b>C, INC.</b> Ohio 44890	
LESSOR: GMAC	FILMO.		<del>07/23/2007 </del>	STOCK NO. 07751
ADDRESS		PHONE	0772572007	
CITYMARBLEHEAD COUNTYC Purevant to the terms and conditions listed herein, the unit ENTER MY ORDER FOR ONE QNEW DI	TTAWA STATE OH dersigned lessee hereby agrees to lease the	e ilsted vehi <del>cio ironi v</del>	SALESPERSON	ar can oblain lhird party approval.
		TYPE	COLOR	
	MALLIBU TO BE DEL		REÐ stock	L <sub>S</sub>
SERVAL NO. G 1 Z S 5 8 F X Z		<u> </u>	/2007 <sup>NO.</sup> 0	7751
REMARKS:	THE MAJOR TERMS OF THIS 1. The number of months this c			
	2. The number of miles you may	y drive per year i	is:	<u> </u>
	And over the entire lease wit Charge you will pay for each			<u>\$ 39000</u>
	3. Your approximate monthly pa	yment will be:		\$ 0.20 \$ 207.69
	4. The approximate capitalized TRADE-IN VEHICLE		DUE AT DELIVER	* <u>18185 90</u>
- 1500 - CBD	YEAR MAKE		CAPITALIZED COST REDU	JCTION
	2001 CHEVRO	<u>pl,et</u>	FIRST PAYMENT	3282.65
	MALIBU	,		207,69
	IG1ND52J116		SECURITY DEPOSIT	N/A
	MILEAGE		TITLE FEE	
	55338		REGISTRATION FEES	N/A
				N/A
NEGATIVE EQUITY DISCLOSURE: I am aware that the balance owed on my trade-in vehicle	Payoff good thru:		TAX ON CAPITAL COST REDUC	97.50
or the amount owad on my lease lurn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have	ACCOUNT NO.:		USE TAX	
requested that the capitalized cost be increased by \$ / Ao cover negative equity from my trade- In/the amount owed on my lease turn-in.	TRADE IN ALLOWANCE	5000.00		N/A
x	PAYOFF AMOUNT			
DEPOSIT RECEIPT Dealer hereby acknowledges receipt of the sum of	NET TRADE IN	2912.16		
SA_ as a Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit,	ALLOWANCE	1782-65		
Deater will refrain from selling the described vehicle for days. This Deposit/Partial Payment	REBATE	1500.00		
□ IS □ IS NOT refundable, subject to the conditions on the reverse side and the following:	DEPOSIT	10000,000	TOTAL DUE AT DELIVERY	
ODOMETER MILEAGE STATEMENT		N/A		
The odometer of the above-described vehicle now		N/A	LESS CREDITS	
reads47 miles/kilometers and is accurate unless checked below.	TOTAL CREDIT	328265	LESS CHEDITS	3282,65
is not accurate. Refer to the Federal Mileage Stalement for full disclosure.			BALANCE	
ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLI PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOL WITH THE LEASE OF THE VEHICLE AND THE SALE OF RELATE 3Y DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES	RFURNISHES LESSEE WITH A SEPARATE WRIT D, INCLUDING ANY IMPLIED WARRANTIES OF M D BY DEALER. DEALER NEITHER ASSUMES N D PRODUCTS AND SERVICES. IN THE EVENT T ME LIMITED IN DURATION TO THE TERM OF	TEN WARRANTY OR SI JERCHANTABILITY OR OR AUTHORIZE'S ANY I HAT A WRITTEN WARR THE WRITTEN WARRA	ERVICE CONTRACT MADE BY DEA I FITNESS FOR A PARTICULAR PU OTHER PERSONTO ASSUME FOR ANTY IS PROVIDED BY DEALER INTY/SERVICE CONTRACT.	ALER ON ITS OWN BEHALF, DEALER URPOSE IN CONNECTION WITH THE 5 IT ANY LIABILITY IN CONNECTION OR A SERVICE CONTRACT IS SOLD
CONTRACTUAL DISCI OSUBE STATEMENT (USED VEHICLES OF FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTR PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRU- CONTRATO DE VENTA.	RACT OF SALÉ. GUÍA PARA COMPRADORES DE ACTO. LA INFORMACIÓN DEL FORMULARIO DE	E VEHÍCULOS USADOS LA VENTANILLA DEJA	A INFORMACIÓN QUE VE EN E SIN EFECTO TODA DISPOSICIÓN	E FORMULARIO DE LA VENTANILLA EN CONTRARIO CONTENIDA EN EL
The troni and back of this Document and any chambers incorporal has been made or entered into, or will be incorpora. I have read if I certify that I am at least 18 years of the of the entered in the REPRESENTATIVE.	led herein comprise the enlire agreement affecting he lerms and conditions printed on the back hereof e receipt of a copy of this Document. THIS ORI	Ihis Relail Lease Order and agree to them as a DEF	and no other agreement or undersi part of this Agreement the same as	anding of any nature concerning same s if it were printed above my signature, HIS AUTHORIZED
APPROVED: _SHAPPNACE II CHEV-OLD	S-INC, ACCE	en .	LESSEE'S SIGNATURE	0 <mark>7/2<u>3</u>/200</mark> 7

Jan. 22. 2008, 2:02PM, Shar <u>pnack II</u>	No. 5427 New Coupled Prior Demo Siger PEP S GM Employee Coupleted by GMAC) Monthly Coupleted by GMAC) Milleage Factors Catra Milleage Allowed Mileage
Deslevatio Name	New CA, Used C Prior Demo C Prior PEP C GM Employee C Low Mileage Lease C Monthly CA Single C Term (Months) 39 Effective Rate (to be completed by GMAC)
Maximum Agreed Upon Value of the Vehicle and Residualizable Amount	Mileage Factors
(Lines 1,2,3 and 5 Apply Only to New Vehicles) Agreed Upon Value Residualizable Arguint	
1. MSRP from Factory Involce 3 17885.00 17885.00	A. Expected Miles to be Driven for Term
A. Times Markup Factor B. Marked Up MSRP	B. Standard or Low Mileage Allowance for Term ~ 39000 + 39000 + 39000 C. Extra Mileage for Term - N/A + N/A
2. Preferred Equipment Group Discounts (PEG)	D. Refundable Extra Mileage Cost (per mile) x 5
S. Osaler Installed Options:	17. Total Allowed Lease End Odometer Mileage
A. Capitalized and Residualized + 5 N/A + 5 N/A B. Capitalized Only	18. Annual Mileage ((Line 18A - Term) x 12)
B. Capitalized Only C. MSRP of Removed Equipment D. Total of Cealer Installed Options = S. M.C.R.	Residual Vetue     Residual Vetue     Sectional Amount (New Vehicles Only, Line 5)     Sectional Section 17895.00
4. Maximum Agreed Upon Value (Lines 1B + 3D if	20 Times Residual Remembre (New Vehicle Only)
New Vehicle, Line R5 or R7 if Used.) = \$22365_221	Base Residual Value (for Used Vehicles obtain from
	Line R10 If Certified, Line R12 if Non-Certified) = \$ 9657,90
e. Groas Trade-in Value s 5000,00	22, Lese Total Cost for Refundable Extra Miles (Line 152) - 8 <u>N/A</u>
A. Less Payoff	23. A. Beginning Mileage Adjustment (New Vehicles Only) - \$A     B. Other Factors Affecting Depreciation (describe) \$
C. Lass Amount Used Towards Fees/Taxes/1st Pmt/Sec DepS D. Lass Amount Allocated To Capitalized Cost ReductionS E. Amount Retained by Lessee M / A	24. Realdual Velue a \$ _ 9657,90
E. Amount Helained by Lessee . 3	Monthiy Payments/Single Periodic Payment (If ID/ WA, Complete R14- R18 Instead) 25. Base Monthly/Single Periodic Payment \$
7. Agreed Upon Value of the Vehicle (Not to Exceed Line 4) 8 17100.00	A Service Charge N/A% + % N/A
B. GMAC Administrative Fee (if Capitalized) + \$ 595.00	B. Total Base Monthly/Bingle Periodic Payment = \$ 207.69
9. A. Optional Service Contract (if Capitalized) + 5 N/A B. Optional Maintenance Contract (if Capitalized) + 5 N/A	26. Additions to Base Monthly/Single Periodic Payment
10. Optional Life Insurance (if Capitelized) + \$N/A	A. Monihly Sates/Use Tax B. Personal Property Tax D. Disc (decord)
11. Optional Disability Insurance (if Capitalized) + 3 N/A	C. Other (describe) N_Zeta + \$NZeta + \$NZE 27. Total Monthly/Single Periodic Payment ∞ \$07.69
12. Other amounts Levied at Lease Inception Not Included in Amount Due at Signing or Delivery	28. Total of Monthly Payments (Una 27 x Term)     8. 8099.91
A. Tide Fees + \$ N/A B. License Fees + \$ N/A	Qepreciation and Other Amortized Amounta
C. Registration Fees + 5 NZA D. Sales/User Tax + 5 490 50	29. Adjusted Capitalized Cost (Line 16)         5 1490325           30. Less Residual Value (Line 24)         - 8 965790
E. Other Tax (describe) + \$ 07/4 F. Other (describe) + \$ 07/4 G. Tolal + \$ 490,90	30. Less Residual Value (Une 24)         - \$ <u>9657,90</u> 31. Depreciation and Other Amounts         = \$ 5245,35
13. Gross Capitalized Cost - 3 18165.30	Reni Charge
14. Less Capitalized Cost Reduction	32. Total Base Monthly/Single Periodic Payment (Line 25B or Line R16) 3 207.69
A. Cash \$N/A	33. Times Number of Periodic Payments x 39
B. Trade in Value Allocation (Line 5D) + C. Chiner (describe) BOINS CASH + D. Total Contributed Cost Reduction - S 3282, 65	34. Total Base Monthly/Single Periodic Payments for Lease Term         = §         8099.91           35. Less Depreciation and Other Amortized Amortiple (Line 31)         = §         5245.35
D. Total Capitelized Cost Reduction → - \$ 3282, ba 15. Adjusted Capitelized Cost = \$ 14903, 2\$	36. Less Depreciation and Other Amortized Amounts (Une \$1)     - § <u>5245.39</u> 36. Total Rent Charge     = \$ 2854.56
Amount Due at Lease Signing or Delivery	Amouni Due Dealer From GMAC
37. Capitalized Cost Reducion A. Cesh (Line 14A) \$N/A	47. Adjusted Capitalized Cost (Line 15) <u>\$ 14903.25</u>
B. Trade-In Allocation (Line 6D) + \$ 1782.65 C. Capitalized Cost Reduction Allowance + \$ 1772.65	46, Less Cash Adjuerments A. First Monthly/ Single Periodic Payment (Line 39) 5 207, <u>69</u>
D. College Graduate Allowance + S <u>NZA</u>	B. Refundable Security Depositi (Line 40) + \$ //A 207.69
E. GM Card Rebata Allocation + \$A F. Other (desoribe)	49. A. Olher (describe) */~ 5/A
38. Total Capitalized Cost Reduction (equal to Line 14D) $\rightarrow$ = 8 <u>3282.65</u>	B. Other (describe), +/- §
39. First Monthly/Single Periodic Payment (Line 27) + <u>s 207. 69</u>	50. Less GMAC Administrative Fee (Line 6 or 41D)        \$ \$ 596.00           51. Amount Due Deater        \$ 14100.56
40. Refundable Becurity Deposit + \$N/A	
41. Additional Amounte	New Vehicle Begijning Mileage Adjustment if Over 500 Miles
A. Title Fees S AVA B. Ucense Fees + \$ AVA	Milegge and Term Parameters: Cyrrent Series Prior Model Year
C. Registration Feas + 3 N/A D. GMAC Administrative Fea + 5 N/A E. Salactive Dup Date Fea + 5 N/A	Maximum Term (monits)         60         46           Standard Beginning Mileage         0         0
F. Sales/Use Tax + \$ 97_50 B. Offset if Nenstive Trade Equity (equal to Line 69) + \$ 0//4	Unadjusied Beginning Miles May Not Exceed 500 500
I NZA	501 or more         Not Demo or PEP         Enter Actual Odomater Milesge on Line S2A           501 - 7,500         Prior Oema Only         Lesses may either reduce monthly miles either op purchase skilling miles. If purchasing
42. Other (desorbe)+/- SN/A 43. Total Amount Due at Lesse Storing or Delivery= < 3587.84	leade term or purchase existing miles. If purchasing beginning miles, enter tha difference of Lines 17 and Une 168 on Line \$2A.
43. Total Amount Due at Lease Signing or Delivery = \$ 3587.39	501 - 25,000 Prior PEP/GM Lesses may other reduce monthly mileage over Employee Only Jease larm of putchase existing miles. If purchasing
Purch @p.Oplign at End of Lease Term	Deginning miles, enter the difference of Line 17 and Line 168 on Line 52A.
44. Residual Value (Line 24)	52. Beginning Milesge Adjustment A. Actual Odomater Milesge N/A
45. Furchese Option Increment 48. Furchese Option Strated Large Yerr $+ \frac{1}{2} \cdot 9(65) + \frac{1}{2} \cdot 9657.90$	B. Times Beginning Milesge Adjustment Rate × 5 N/A C. Residual Adjustment Attributed to Beginning Milesge (enter on
46. Purchase Option at End of Lease Yerr -, 100 5 9007.90	
<u> </u>	<u> </u>
Salesperson TIMOTHY HOWELL	Submitted to GMAC 07/23/2007 Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date Date
Approved By Time	Dáté <u>Applicetion Number</u>
	HALIBU IG12560FX7F
Administrative Message #	MEMO: Program Lease Factor.
Becurity Deposit Waiver: No 🗋 Yes 🗋 If Yes, Customer Aate Increase? No 🗖	XX ves → Rela Decrement: → Single Payment Lease Decrement: → 1,00 404;82
Loyalty Program? No 🗌 Yes 🔤 If Yea, Authorization 8:	Security Depoil Waiter:
Other Reason for Security Deposit Weiver (describe)	Other horament Total Lease Factor: 7.05

P. 4/10

	(excludes Saturn)
сu	ISTOMER NAME:
VI	N: 1G1Z\$58FX7F / 2007 CHEVROLET MALIBU / / / / /
Cust	comer Incentive
incer (Bill	ign the total amount of customer incentive(s) listed to the dealer named below and request that the available customer $itive(s)$ be applied: (a) $XX$ to the down payment of this vehicle, (b) where permissible by law, as a price reduction of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or (c) a check be d in my name by Dealer named below:
	<u>Incentive Program Reference</u> <u>Amount</u> <u>GM Incentive Code</u> BONUS CASH <u>S</u> 1500,00 CBD
	<u> </u>
	\$ <u>N/A</u> \$ <u>N/A</u>
	Total Incentive Amount Received \$ 1500.00
~ ~	
supp	r Program Selection (Which may or may not be in lieu of customer incentive programs; for example, Division orted financing/leasing, etc) I elect to receive
ь.	I elect to receive
	- CUSTOMER AND DEALER ACKNOWLEDGMENT FOR INCENTIVES AND ONSTAR SERVICE -
a.	<u>Vehicle Incentive Acknowledgment</u> . I am the <u>ultimate retail purchaser or lessee</u> of the vehicle bearing this vehicle identification number, which was sold/leased to me by the Dealer named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery on $\frac{07/23/07}{23/07}$ . I acknowledge receipt of incentive(s) as described in Item and release GM Division from any future claim or obligation for incentive(s) on this unit. Is vehicle equipped with OnStar?
Ъ.	<u>Terms and Conditions Acknowledgment.</u> I acknowledge that I have received the Terms and Conditions under which the OnStar service in my vehicle is provided (copies are available in the vehicle glovebox, from the dealer, at <u>www.onstar.com</u> , or by contacting OnStar as described below).
	I understand that in order to cancel the OnStar service in my vehicle, I must press the blue OnStar button in my vehicle or call 1.888.4OnStar (1.888.466.7827) or TTY 1.877.248.2080 and request that my Services be cancelled.
	Purchaser/Lessee Signature

Dealer Note: This is a required document and it must be completed, signed, and retained in EVERY DEAL FILE for new retail customers even if there are no incentives or rate support available. A copy of the completed form should be provided to the customer.

# DEAL RECAP SHARPNACK II CHEV-OLDS INC. 1330 S CONWELL AVE WILLARD OH 44890

Truth in Lending Check in Slip KX Bank	SELLING	PŘICE (Inc. all Acc.)	<del></del>
Appraisal Slip     Other     Other	SALES TA	×x	<del></del>
Obvinite Orta     Power Sheet      Insurance	TRADE AL	LLOWANCE	
Cash Receipts: No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No No		DER	<del>2912.16</del>
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Ami, No,		POSIT	
Aml No			
Trade: Disc. Lic, Lic,		D DOWN No. 1	
P.O. Amt,		D DOWN No. 2	
	DEFERRE	D DOWN No. 3	— <u>₩/A</u> ——
Verified By	1		
Registration	TOTAL CA	ASH DOWN PAYMENT	3282.65
Title In Due			
Source	NUMBER	OF PAYMENTS/PAYMENT 39 @	207.69
	NO. DAYS	8 BEFORE 181 PMT./DATE	— <del>08/23/2007—</del>
2001 CHEVROLET MALIBU 1G1ND52J116	ADD-ON II	NTEREST RATE/APR	<u>7,05</u>
	LICENSE	AND REGISTRATION	<u>₩/۸</u>
AMOUNT FINANCED	UNT RATE: . COST	6.05 FINANCE RESERVE:	<u>    404.82         </u>
CREDIT LIFE		N/A	<u> </u>
CREDIT A & H		N/A	
N/A		N/A	N/A
		<u>N/A</u>	11/ A
SERVICE CONTRACTS		<u>N/A</u>	
		-N/A RESERVE:	
OTHER			N/A
STOCK # 07751 DESCRIPTION 2007 CHEVROLE	MALIBU	TOTAL INSURANCE RESERVE:	<u>−−−−−</u>
CUSTOMER DATE DATE	/2007	TOTAL F &   RESERVE:	104 02
	<i>FC</i> 444	FINANCE COMMISSION:	
SALESMAN 1 TIMOTHY HOWELL MGR. JOHN	I EUMAN		
	L&##1AN	LAH INSURANCE COMMISSION:	11 <i>1</i> / A
SALESMAN 2		SERVICE CONTRACT COMMISSION:	11777
17100.00		PDI COMMISSION:	· · · · · · · · · · · · · · · · · · ·
PRICE OF VEHICLE			N/A
COST OF VEHICLE		NET F & I RESERVE;	<del>340,05</del>
раск <b>/.НВ</b>			
TRADE ALLOWANCE	GROSS)	* PACK 35	50.00
A.C.V. OF TRADE	20_97		17,05
OVER-ALLOWANCE			
	i		
COMMISSION No. 1/BONUS	N/A		
COMMISSION No. 1/BONUS			
A 15	<b>II</b> //T\		
PROFIT OF SALE	į	· · · · · · · · · · · · · · · · · · ·	
		GROSS PROFIT:	
APPROVED	i		

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govement levies on you, the vehicle, or, us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.	Policy rol: <u>P26</u> UPhysical damage
TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE \$	20:00PTIONALICELIFE, AND ODISABILIERY (INSURANCE: Weodo not require dife, or odisability insurance of your sign below, we wilk to to get the coverage(s) checked for the lease stern. We wilk include
vehicle value when a fee or tax is assessed.	the premium in your base monthly payment. A notice you receive when you sign this lease describes the
a. Title/lien fees \$\$	coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.
b; Begistration fees/taxes	Insurer name: A. C. St. 2017 (2017) 2018 2010 C. AS 2010 C. AND C. C. C. C. C. S.
c. License fees/taxes	
d. Sales/use taxes including tax on capitalized cost reduction)	
e. Excise faxes	🖸 Life'insurance (🗉 Lessée * 🖓 Co-Lessée 🕞 Both)
f. Property taxes g. Other_(describe)	Coverage limit \$
g. Other (describe) 4/A	Disability insurance (Lessee only). Premium \$ <u>N/A</u>
h. Other (describe) 1/A \$\$\$	Monthly coverage limit \$ <u>M/A</u>
i. Other (describe)#/A	LESSEE'S SIGNATURE: X A/A Age
14. MILEAGE.	
Base Mileage Allowance. D 15,000 miles/year.	COLLESSEES SIGNATURE X Age
☐Medium-duty truck (gasoline): 25,000 miles/year	
☐Medium-duty truck (diese!): 35,000 miles/year	"Talecked below.
Extra Miles: You are buying a contractive extractiles at \$ M/A operative distribution and a second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second	Standard manufacturer's warranty
on or after the last scheduled payment is:due; we will credit you with \$ #778 per mile for	
each unitsed extra mile. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss. We have the loss of the web to a start of the lease of the vehicle is a total loss. We have the loss of the lease of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of the loss of th	Warranty papers that are separate from this lease state any coverage limits.
Total Allowed Mileage on the Odometer at Lease End is 39047 miles.	THERE ARE NOI OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO
Starting odometer mileage	INPLIED WARRANTWOF MERCHANTABILITY OTHERE IS NO WARRANTY THAT THE WEHICLE IS FIT FOR A RARTICULAR PUBBOSE AND A DOCE AND
Base mileage allowance + 39000 miles	- MERICELIS HILDOMARKANIOOLAAN KONGOLAAN KUU 2000 A. AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMA AMALA 2005 2000 AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA AMALA
Purchased extra miles + N/A miles	22. OPTIONAL SERVICE AND MAINTENANCE CONTRACTS.
Excess Mileage Charge. The excess mileage charge is \$ per mile for each mile	Name M/A months M/A miles
beyond the total allowed miles, plus tax. If the lease ends early and the vehicle is not a total	Name 4/A miles
loss, any, excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.	If you are buying a service or maintenance contract now; you may pay for if at lease signing. If you do not, the price will be in the capitalized cost and you will pay rent charges on the price.
15. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due,	an an ann an Anna an Anna an Anna ann ann
you will pay a late charge of 5% of the part of the payment that is late a	na har an an an an an an an an an an an an an
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THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the term	, the entire agreement between you and us relating to the lease of the vehicle. Any change to
	<u>CO-LESSEE X</u>
We may delay or refrain from enforcing any of our rights under this lease without losing them.	
NOTICE TO LESSEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU	J ARE ENTITLED TOWATCOPY OF THIS AGREEMENT.
YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT WILLARD OH	ON 07 23 2007
(city)	(state) (month) (day) (year)
LESSEE	the first water and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s
SHARPHALK II THER AH AS THE	
LESSOR SIGNATURE AND TITLE: X	
Lessor assigns all right, title, and interest in this lease to the party identified in this lease as the time with the assignee (the 'Dealer Agreement'). Lessor also assigns all right, title, and interest in	intended assignee; under the terms of the bease Plan Dealer Agreement in effect from time to the lease as the intended assignee; or its designee.
under the terms of the Dealer Agreement.	for the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of th
SHARPNACK IT CHEV-OLDS INC.	A second to a second second second second second second second second second second second second second second
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SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INC	
671 MONTHLY 11/2001 (6)	
Copyright 2001 General Motors Acceptance Corporation. All Rights Reserved.	Lease Agreement 9
	TRIPLICATE ORIGINAL - DEALER

No.5427 P. 7/10 .

Jan.22.2008 2:03PM Sharpnack II

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k. Total monthly payment	N/A
* Early Tetrination®You matchave to nave substantial obscap if you a	
	ne earlier, you eno age lease, the greater this charge is likely to be
Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use	e and for mileage in excess of <b>12000</b> miles per vegrat the rafe of \$ 0, 20 mer mile
Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term	n for \$
0. Other Important Terms. See your lease documents for additional information on early termination, source and	ase options and maintenance responsibilities, warranties, late and default charges, and insurance.
Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term 0. Other Important Terms. See your lease documents for additional information on early termination succhase 1. ITEMIZATION OF GROSS CAPITALIZED COST. a. Agreed upon value of the vehicle	Fig. 1998. Condense (1998). All Constraints and the second state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of
a. Agreed upon value of the vehicles 17100_00	16, CHARGE FOR FINES, If the government places a fine on the vehicle and you do not
D. GMAC administrative lee	
c. License/registration/title fees + \$ N/A d. Sales tay	17. SCHEDULED-LEASE END DATE. This lease is scheduled to end
	ruu are scheduled to return the vehicle on this date (month) (day)
e. Other tax (describe) N/A + \$ N/A	18. LEASE END DAILY EXTENSION CHARGE \$ 25.00 per day (plus tax), beginni
f_Optional service contract + \$+ A	ine eiginn day after scheduled lease end date.
g. Optional maintenance contract	19: REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that liability and ph
h. Optional life insurance + s	damage policies that meet our requirements (see the other side) are in force on the date of
	Insurance company name: ALL STATE
法,通知者必定问题:"如果你们,我是你还没有了的人,你是一次,你们,你的人,我们还有了是你,你你不知道你?"	Insurance agency name: BAXTER THS SERVICE
k. MAA + s + + s	Agency address:
	Agency phone no.: (419)734-9193
A WHERE YOU HERE YOU	Agent's name:
ANHE-VEHICLEYOU'ARE/TRADING <u>SECONDE COMPACTOR COMPACTOR COMPACTOR COMPACTOR COMPACTOR COMPACTOR COMPACTOR COMPACTOR</u>	Policy no 92 564915 Kill lability XA Physical damage
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Payoff	
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	Agency phone no.: <u>#/A</u> Agent's name; <u>#/A</u>
veriment levies on you, the wehicle or us lexcept our net income taxes). We may choose	Policy no.: AA
wernment levies on you, the vehicle or us (except our net income taxes). We may change ur monthly payment if taxes change. We may bill you separately for official fees and taxes.	Déductibles: Collision \$H/AComprehensive \$H/A
TALICO TIMATED TEES AND TAKES TUU MUST PAT DUHING LEASE 5 000, 40	2010.0PRIQNAL LIFE AND& DISABILIEY INSURANCE. We do not require like, or disa
efactual total of fees and taxes may be inigher or lower depending on tax rates in effect or the	<b>Sosurance</b> all you sign below, we will try to get the coverage(s), checked for the lease serm two will in
hide value when a fee or tax is assessed.	the premium in your base monthly payment. A notice you receive when you sign this lease describe
a. Tite/lien fees \$	coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly paym
To: Registration fees/taxes	
c. License fees/taxes <u>\$ N/A</u>	
	n an
e. Excise taxes	Life insurance (E) Lessee @ Co-Lessee @ Both)     Premium \$
f. Property taxes	Coverage limit \$ K /A
g. Other. (describe)	Disability insurance (Lessee only).
h. Other (describe) M/A \$	Monthly coverage limit \$N/A
i. Other (describe) N/A \$	LESSEES SIGNATURE: X A
MILEAGE. Contraction of the American State of the State of the US State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the State of the Stat	
Base Mileage Allowance. 115,000 miles/year.	CO-LESSEE'S SIGNATURE X Age Age
EMedium-duty truck (gasoline): 25,000 miles/vear	21 WARBANTY AND EXCLUSION OF WARDANITY You have the boards of a
EMedium-duty truck (diesel): 35,000 miles/vear	21. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any war the below.
Extra Miles: You are buying a contract price in the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	Standard manufacturer's warranty
Extra miles: You are buying a compare trainile seats may he mper mile efficience ends	N Standard manufacturer's warranty
on or after the last scheduled payment is due we will credit you with \$ 17.4 per mile for reach unused extra mile of the lease ends early, you buy the	
vehicle, or the vehicle is a total loss, we have to the tease ends early, you buy the	
	The law gives you a warranty that the vehicle conforms to the description in this lease.
Total Allowed Mileage on the Odometer at Lease End is 3304.7 miles.	THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE WE MA

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No.5427 P. 8/10 ·

Jan. 22. 2008 2:03PM Sharpnack II

a. Capitalized cost reduction	207.69	a. Net trade-in allowance	\$ <u><u><u></u></u><u></u><u></u><u></u><u></u> 1500 00</u>
b. First monthly payment	s <u>207.05</u>	b. Rebates and noncash credits	<u>\$1500_00</u>
c. Refundable security deposit		c. Amount to be paid in cash	\$ <u> </u>
d. Title lees	. s <u>N/A</u>		•
e. Registration feés	\$N/A		
f. Sales use tax	<u>\$ 97.50</u>	and the second second second second second second second second second second second second second second second	
	. <u>s N/A</u>	N. 28 C.	
h	s <u> </u>	이 생활한 것같은 말했지만 것 같은 것 같은 것은 것같은 동안하는 것	and the second
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j. Totai	\$ 3587.84	letoT b	\$ 3587.84
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$r$ is well be a finite set of the $r$ is something in a set $\overline{\mathcal{T}}_{1}$	Your monthly payment is d	etermined as shown below:	
a: Gross capitalized cost. The agreed upon value of the vehicle (\$	and and	any items you pay for over the lease term (such as service contracts,	s 181 <b>8</b> 5.90
insurance; and any outstanding prior creativer tease batance).		etermined as shown below: I any items you pay for over the lease term (such as service contracts, t, or cash you pay that reduces the gross capitalized cost	<u>\$ 10105.50</u> \$ 3282.65
b. Capitalized cost reduction. The amount of any net trade in allow	varice, rebate, inoncash credi	t, or cash you pay that reduces the gross capitalized cost	
c. Adjusted capitalized cost. The amount used in calculating your.	base monthly payment		s <u>14903.25</u>
d. Residual value. The value of the vehicle at the end of the lease u	sed in calculating your base	monthly payment	<u>\$ 9657,90</u>
<ul> <li>e. Depreciation and any amortized amounts. The amount charged</li> </ul>	d for the vehicle's decline in v	value through normal use and for other items paid over	. 5245 75
the lease term	и	nouibts	s <u>5245.35</u>
f. Rent charge. The amount charged in addition to the deprecia	ation and any amortized ar	nounts	\$ <u>2854.56</u> \$ <u>8099.91</u>
g Total of base monthly payments. The depreciation and any	amortized amounts plus the	rent charge	
h. Lease payments. The number of payments in your lease	····		39
i. Base monthly payment		=	\$
i Monthly sales/use tay (estimated)		······································	\$N/A
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1. Total monthly payment Early Termination/¥ou-mat/shave-to-pay-a: st	ibstantial charge if you end	+ = 1 this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be.	\$ <u>N/A</u> \$ <u>287.69</u>
1. Total monthly payment Early Termination//You may have to pay a st The actual charge will depend on when t Excessive Wear and Use. You may be charged for excessive wear based on Purchase Option at End of Lease Term. You have an option to buy the vehic	botantial charge if you end he lease is terminated. The our standards for normal use ar leat the end of the lease term for	= this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. to for mileage in excess of <u>12000</u> miles per year at the rate of \$ 0.2 or \$	s 207.63  Oper mile.
1. Total monthly payment Early Termination//You may have to pay a st The actual charge will depend on when t Excessive Wear and Use. You may be charged for excessive wear based on Purchase Option at End of Lease Term. You have an option to buy the vehic	botantial charge if you end he lease is terminated. The our standards for normal use ar leat the end of the lease term for	= this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. to for mileage in excess of <u>12000</u> miles per year at the rate of \$ 0.2 or \$	s 287.63  Oper mile.
Total monthly payment     Early Termination You may have to pay a su     The actual charge will depend on when t     Excessive Wear and Use. You may be charged for excessive wear based on     Purchase Option at End of Lease Term. You have an option to buy the vehic     Other Important Terms. See your lease documents for additional information	Destantial charge if you end he lease is terminated. The our standards for normal use ar le at the end of the lease term for the standards for normal use ar le at the end of the lease term on on early termination, engehase	this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. to for mileage in excess of <u>12000</u> miles per year at the rate of \$ 0.2 or \$	s 287.63
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<ol> <li>Total monthly payment         Early Termination/You may-flave-to pay-a: su             The actual charge will depend on when t             Excessive Wear and Use. You may be charged for excessive wear based on             Purchase Option at End of Lease Term. You have an option to buy the vehic             Other Important Terms. See your lease documents for additional information      </li> <li>ITEMIZATION OF GROSS CAPITALIZED COST.         <ul> <li>Agreed upon value of the vehicle</li> <li>GMAC administrative fee</li> </ul> </li> </ol>	Substantial charge if you end the lease is terminated. The our standards for normal use ar least the end offic lease term for on early termination, spechase \$_17100_00 + \$_595,00	this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. In for mileage in excess of <u>12000</u> miles per year at the rate of \$ 0, 2 or \$ <u>9657, 90</u> plus official fees and taxes. options and maintenance responsibilities, warranties, late and default charges, and it is, CHARGE FOR, FINES, if the government places a fine on the web promptly, we may pay it. Each time we pay a fine, you will pay us the fine 17. SCHEDULED LEASE END DATE. This lease is scheduled to end _	\$69 ①per mile insurance icle_and you, do not pay > plus \$20: 10 / 22 / 2010
<ol> <li>Total monthly payment         Early Termination/You may frave to pay a st The actual charge will depend on when t The actual charge will depend on when t     </li> <li>Excessive Wear and Use. You may be charged for excessive wear based on Purchase Option at End of Lease Term. You have an option to buy the vehicl Other Important Terms. See your lease documents for additional information     </li> <li>ITEMIZATION OF GROSS CAPITALIZED COST.         <ul> <li>Agreed upon value of the vehicle</li> <li>GMAC administrative fee</li> <li>License/registration/title fees</li> </ul> </li> </ol>	Substantial charge if you end         he lease is terminated. The         our standards for normal use ar         least the end offic lease term for         o on early termination, success         \$ 17100.00         + \$ 595.00         + \$ 1/A	this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. In for mileage in excess of <u>12000</u> miles per year at the rate of \$ 0, 2 or \$ <u>9657, 90</u> plus official fees and taxes. options and maintenance responsibilities, warranties, late and default charges, and it is, CHARGE FOR, FINES, if the government places a fine on the web promptly, we may pay it. Each time we pay a fine, you will pay us the fine 17. SCHEDULED LEASE END DATE. This lease is scheduled to end _	\$ 287.69 0 per mile nsurance cle and you do not pay plus \$20: 10/22/2010
<ol> <li>Total monthly payment         Early Termination/You may-frave-to-pay-a: su             The actual charge will depend on when t             Excessive Wear and Use. You may be charged for excessive wear based on             Purchase Option at End of Lease Term. You have an option to buy the vehic             Other Important Terms. See your lease documents for additional information      </li> <li>ITEMIZATION OF GROSS CAPITALIZED COST.         <ul> <li>Agreed upon value of the vehicle</li> <li>GMAC administrative fee</li> <li>License/registration/title fees</li> <li>Sales tax</li> </ul> </li> </ol>	Abstantial charge if you end he lease is terminated. The our standards for normal use ar least the end offic lease term for a on early termination, purchase \$ 17100_00 + \$ 595.00 + \$ 1/A + \$ 490.90	this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. Ind for mileage in excess of IZ000 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2	\$         287         69           0         per mile.           nsurance.
I. Total monthly payment         Early Termination//You-maly-frave-to-pay-a: structure         The actual charge will depend on when t         Excessive Wear and Use. You may be charged for excessive wear based on         Purchase Oplion at End of Lease Term. You have an option to buy the vehicl         Other Important Terms. See your lease documents for additional information         ITEMIZATION OF GROSS CAPIFALIZED COST.         a. Agreed upon value of the vehicle         b. GIMAC administrative fee         c. License/registration/title fees         d. Sales tax         e. Other tax (describe)	Abstantial charge if you end the lease is terminated. The our standards for normal use ar least the end office lease term for a on early termination, purchase \$ 17100.00 + \$ 595.00 + \$ M/A + \$ 490.90 + \$ N/A	this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. In the intervention of the miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles per year at the rate of \$ 0.2 miles p	\$         287.63           ①         per mile.           nsurance.
I. Total monthly payment         Early Termination//You-maly-frave-to-pay-a: structure         The actual charge will depend on when t         Excessive Wear and Use. You may be charged for excessive wear based on         Purchase Oplion at End of Lease Term. You have an option to buy the vehicl         Other Important Terms. See your lease documents for additional information         ITEMIZATION OF GROSS CAPIFALIZED COST.         a. Agreed upon value of the vehicle         b. GIMAC administrative fee         c. License/registration/title fees         d. Sales tax         e. Other tax (describe)	botantial charge if you end he lease is terminated. The our standards for normal use ar least the end of the lease term for a on early termination, purchase \$ 17100_00 + \$ 593,00 + \$ 17/A + \$ 490,30 + \$ N/A + \$ N/A + \$ 17/A	It this lease early. The charge may be up to several thousand dollars. earlier, you end the lease, the greater this charge is likely to be. It for mileage in excess of	S 287.63 D per mile. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insurance. Insu
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Jan. 22. 2008

2:04PM

Sharpnack II

No. 5427

P. 9/10

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# GMAC SMARTLEASE® AGREEMENT -- Monthly Payment

	and CO-LES	SEE) ("You") name and address, include	ding county Cov				
				aging address (if different)		LESSOR (Retailer)	
			8	/A			
						SHARPNACK II CHE	V-OLDS INC.
MARE	lehead (	DH DTTAWA		rcipial driver (if business use)		1330 S CONWELL A	
uis is an an				· · · · · · · · · · · · · · · · · · ·	·	WILLARD OH 44890	·
le,""us," a	nd our refe	ease a vehicle. This is not a purchase a er to Lessor named above and any assig Assor (Babilor) will assign this (and	igreement. You ar mee An "assimo-	e not buying the vehicle. By signi	ng this fease, you agi	ree to everything on the front and ba	ick.
a ano box	ie oneoneu,	ressort (meralitar) will applicible this lesse s	and seri the vehicle	3 to General Motors Accontance /	Corporation (ICALLON	N .	
II alis DOX	is crieckea,	GMAC helped to arrange this lease and	l Lessor (Retailer)	will assign it and sell the vehicle	to Central Origination	) Nease Truct	
V DUS DOV	is checkey,	Lesson (Heialler) will assign this lease a	and sell the vehicle	e to <u>N/A</u>	e contra originating		
If this box	is checked,	Lessor (Retailer) intends not to assign t	this lease.				
			Ťŀ	IE VEHICLE YOU ARE LE	ASING		al a ser e
ew/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage		
NEW	2007	CHEVROLET MALIBU	40 LS	<u> </u>		Primary Personal, Family, or Household	Use Commercial, Business, or
Dealer Inst	alled Option:	·	40 63	161ZS58FX7F	47	ersonal, raumy, or Household	Agricultural
						_ GVW (il truck)	Public Conveyance
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· · ·				ONSUMER LEASING ACT	UISCLOSURES	i sa katalar na sa	
	Due at Leas or Delivery		207.69	3. Other Cl	arges (not part of vo	our monthly payment) 4. To	tal of Payments
(Itemized	Below)*	Your first monthly payment of \$ 07/23/2007		is due on Dispositie	n fee (if you do	(T)	te amount you will have paid
		207.69	ollowed by	payments of not purch	ase the vehicle)	sN/A  by	the end of the lease.)
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		The total of your monthly payme		<u> </u>		Total \$ <u>N/A</u>	s_11480.06
			CFE CLIPE? Itemization	of Amount Due at Lease Sign	NG OF Delivery		
Amount	Due at Lea	se Signing or Delivery:		• •		e Signing or Delivery will be paid.	
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b. First m a. Reform d. Title fe e. Registu f. Sales/ g	agonthly paym clable securit ration fees use tax A	j. Total	\$\$	N/A N/A S7.50 N/A S7.50 N/A S587.84 W/A S587.84 S587.84	and noncash credits obe Sard in cash	d. Total	\$ <u>1500.00</u> \$ <u>N/A</u>
b. First m a. Reference d. Title fe e. Registu f. Sales/ g. /// h. j. //// a. Gross	capitalized	in the agreed upon value of the ve	\$\$	N/A N/A S7.50 N/A S7.50 N/A S587.84 W/A S587.84 S587.84	and noncash credits obe Sard in cash	d. Total	\$ <u>1500.00</u> <b>NZA</b> <u>\$</u> 3587.84
b. First m a. Refund d. Title fe e. Registu f. Sales/ g. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	capitalized	i. Total cost. The agreed upon value of the very outstanding prior credit or lease balance	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$	N/A N/A 97.50 N/A 97.50 N/A S587.84 ULEN S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84	and noncash credits of be Gard Thicash shown below: u pay for over the lea	d. Total	\$ <u>1500.00</u> <u>\$</u> <u>N/A</u> <u>\$</u> <u>3587.84</u> <u>\$</u> <u>18185.90</u>
b. First m a. Refund d. Title fe e. Registu f. Sales/ g. 1/1 h. 1/1 h. 1/1 a. Gross insurar b. Capita	capitalized coc, and cost r	i. Total cost. The agreed upon value of the value outstanding prior credit or lease balance eduction. The amount of any net trade	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$	N/A N/A 97.50 N/A S587.84 b. Rebates CAtholist Altholist N/A S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.84 S587.	and noncash credits of be Gard Thicash shown below: u pay for over the lea	d. Total	\$ <u>1500.00</u> <u>\$</u> <u>N/A</u> <u>\$</u> <u>3587.84</u> <u>\$<u>18185.90</u> <u>\$</u><u>3282.65</u></u>
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Thursday, June 05, 2008

Marblehead, OH

Subject: Repurchase of 2007 Chevrolet Malibu VIN: 1G1ZS58FX7F Ref SR:71-588395359 V-150019

Dear

We regret that you are dissatisfied with your 2007 Chevrolet Malibu, VIN **1G1ZS58FX7F** 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 **\$17,709.80**. Your responsibilities are outlined below. This was calculated by using the following figures.

Total Amount to Customer	\$4,164.74
Less Payoff of Original Vehicle-Good until 06-22-08	\$13,545.06
Payments (10 pymts @\$207.69)	\$2,076.90
Net Trade-In Allowance (includes 1 <sup>st</sup> month payment)	\$2,087.84
Total Repurchase Amount	\$17,709.80

The requirements of the straight repurchase are as follows:

- ⇒ Vehicle Damage vehicle is free from any abnormal damage, which impair its resale value. Vehicle must be inspected by a General Motors dealership at time of closing.
- ⇒ Vehicle Alterations if this vehicle has been altered or modified from its original factory condition, it must be restored to its original condition before the scheduled repurchase appointment.
- ⇒ A "Power of Attorney" form supplied by General Motors must be signed and notarized at the time of repurchase (*used only for titling purposes*).
- ⇒ An "Odometer Disclosure Statement" form supplied by General Motors must be signed at the time of the repurchase
- $\Rightarrow$  Factory installed equipment needs to be intact and functional.
- $\Rightarrow$  Title if no lien on this vehicle, a free and clear title must be provided at time of repurchase.
- $\Rightarrow$  Cash backs rebates or incentives- no cash backs rebates or incentives of any kind are applicable towards this transaction.

If all above requirements are met, the dealership will proceed with the repurchase and transfer of funds.

Sincerely,

General Motors RVDC 2717 Schust Rd Saginaw, MI 48603

# \*150019\*



Sharpnack II

No.5930 P. 1

SF619487 O (10/04)

SHARPNACK II CHEVROLET - OLDSMOBILE, INC. 1330 SOUTH CONWELL AVE., P.O. BOX 180 WILLARD, OHIO 44890 PHONE (419) 935-0194 ◆ 1-800-252-3343

CUSTOMER NO. 17760	MARC T STOVER	36	a NO.	INVOICE DATE 11/11/07	
		SE NO. MILEA		GOLOR	
	YEAR/MARE/MODEL 07/CHEVROLET/MA		2,504	1.	07751
MARBLEHEAD, OH		LIBU/4D LS		DELIVERY DATE 07/23/07 SELLING DEALEA NO.	PRODUCTION DATE
	VÉHICLE I.D. NO. 1 G 1 Z S 5 8 F. T. E. NO.			1	PRODUCTION DATE
		P. O. NO.		10/31/07	
	COMMENTA				•
ABOR # 1 82CVZ 1 BODY WORK REPLACE RIGHT HEADLAMP CAPSUL REPLACED HEADLAMP	HOURS: 0.50 TECH(S):38		INTERNAL	serve you. It is ou	his opportunity t r aim to perform a
		Total - Labor	0.00		sted on this repai nplete satisfaction
		TOTAL PARTS	INTERNAL 0.00	If our service we	as satisfactory tel not, please tell us
OMMENTS		·····			
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	TO TO TO TC	TAL LABOR TAL PARTS TAL SUBLET TAL G.O.G	0.00 0.00 0.00 0.00		
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CUSTOMER SIGNATURE	ATESTINVOLLO	y ******	*****		
·					
AGE 1 OF 1 CUSTOMER C		END OF INVOICE	11:27000		

Jan. 31. 2008 11:30AM Stanget Auto Family 19

Sharpnack II

No. 5930 P. 2

### SHARPNACK II CHEVROLET - OLDSMOBILE, INC. 1330 SOUTH CONWELL AVE., P.O. BOX 180 WILLARD, OHIO 44890 PHONE (419) 935-0194 1-800-252-3343

CUSTOMER NO.	17760			STOVER	36	<sup>3 NO.</sup> 3085	08/08/07	CVC5237416
			LABOR PATE		MILEA	<sup>3E</sup> 945	COLOR	07751
MARBLEHE			YEAR/MAKE/M 07/CHEV	NODEL ROLET/MALIBU/	4D LS		OELIVERY DATE	DELIVERY MILES
MARDLENE	AD, ON			2 S 5 8 F X 7			SELLING DEALER NO.	PADOUCTION DATE
			F, T, E, NO.	- 3 3 0 1 7 7	(P. O. RO.		08/08/07	
			OMMENTS		Į		08/08/07	
ABOR				CH(S):38			1	
₩ 1 35CVZ-1	BRAKE WOR CHECK BRAKE PULSA FRONT BRAKE ROTOR RESURFACED FRONT NO SHIMS REQUIRED	NION SOUT OF ROUND BRAKE ROTORS.CH	ECKED FOR LAT		· · · · <sup>in</sup> .	: WARRANTY	serve you. It is a the repairs requ	this opportunity ur aim to perform a ested on this repayment opplete satisfactio
₩ 2 40CVZ-1	ENG MECHA CHECK FOR HESITAT SCAN COMPUTER SYS FOUND FOR THIS CO CONCERN.	TION UPON ACCELE	RATION FROM TA	LILIETINS	liger All	WARRANTY	If our service v	vas satisfactory to not, please tell t
₩ 3 77CVZ-1	INTERIOR C/S FRONT SEAT HE HEADRESTS ARE NOT	TRIM WORK HOU ADRESTS C/S MAK MAL-NON ADJUSTA	ËS HIM LEAN FO	CH(S):38 DRWARD		WARRANTY		
₩ 4 50CVZ·1	ELECTRICA CUSTOMER REQUEST MADE EXTRA KEY	l body work hour Extra key	RS: TE	CH(S):38	1997 - M <u>1</u> 9	INTERNAL		
				TOTAL -	LABOR	0.00		
PARTS QT DOB # 4	YFP-NUMBER 1 89024363	DESCI KEY 2	RIPTION 2.187	TOTAL		INTERNAL 0.00		
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CUSTON	(ER 5) GNATURE **********	DUPLICAT	ΓΕ ΙΝΥΟ	ICE ******	******	*****		
PAGE 1 OF 1							Ì	

### **Overallowance/Negative Equity/Incentives Form (Non-Florida)**

Customer:         SR #: -71588395359         BBB#: 831728
-----------------------------------------------------------

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 Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

#### Section 1

Purchase Price	17100.00
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 17885.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= 785.00
(If positive, look for Overallowance)	

If the Purchase Price is greater than the MSRP but there was no trade-in, have the Dealer explain why the customer paid more than MSRP.

### Section 2

Trade Allowance	5000.00
(from Bill of Sale)	
Actual Cash Value (ACV)	- 5000.00
(from ACV Statement)	
Subtract the ACV from the Trade Allowance	= 0.00
If positive, the Trade Allowance is higher than the ACV of the trade-in. This is Overallowance.	

### Section 3

Trade Allowance	5000.00
(from Bill of Sale)	
Payoff on Trade	- 2912.16
(from Bill of Sale)	
Subtract the Payoff on Trade from the Trade Allowance	= 2087.82
If negative, the Payoff on the Trade is higher that the Trade Allowance. This is Negative Equity.	

Section 4	
Purchase Price	17100.00
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 1500.00
(from BARS and Incentive Acknowledgement sheet)	
Do not include fuel-fill credit or Dealer incentives. GM Card points must be included.	
Overallowance/Negative Equity	- 0.00
(use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger)	
Subtract the Incentives and the Overallowance/Negative Equity from the Purchase	= 15600.00
Price. This is the Actual price of the vehicle that should be presented to the BBB on	
the Agreement to Arbitrate (ATA).	

If Overallowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Lead before submitting information to BBB.



January 22, 2008

PATRICIA CHANDLER CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Re:m01 CHV0831728: vs Chevrolet Motor Division

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,

John Ryan at Extension 529

### BBB AUTO LINE Customer Claim Form

Case number: CHV0831728 Contact Date: 01/22/08 Start Date:

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

### SECTION 1: CUSTOMER INFORMATION

Titled owner:			
Mailing address:			
<sub>City:</sub> Marblehead	State:	OH Zip	code:
Day phone:	Evening phone:	Cel	phone:
Fax:	E-mail address:		

### SECTION 2: VEHICLE INFORMATION

<sub>Make:</sub> Chevrolet	Model:	Malibu	Year: 2007	Current mileage: 3900
Name(s) that appears on the vehicle	title:			
Selling dealer/city/state: Sharpnad	ck, Willa	rd, OH		
Primary Servicing dealer/city/state	: FOSTE	R CHEVRO	DLET-OLDS-CADILLAC,	
Acquired as 🗌 new 🗌 used 🔲 d		eased	Is the vehicle in your poss	ession? 🛛 yes 🔲 no
Purchase/lease date: 07/28/07			Mileage at purchase/lease	
First repair attempt date:			First repair attempt mileag	je:
How often is the vehicle used for business purposes (percentage):	0 0		er of vehicles owned ed by the business:	Transmission type: 🛛 Automatic 🔲 Manual
Has the vehicle been in an accident/h	nad body c	lamage? [	X yes □ no	Date of accident:
Description of damage: Veh. was d	amaged i	prior to pu	urchase.	

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

The customer would like the manufacturer to replace the vehicle with a brand new one at no additional cost to him or repuchase the vehicle buy him out and refund his money. Chevrolet file number: 71-588395359

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

VEHICLE INDENTIFICATION NUMBER	
Lienholder/Leasing Company	Phone Number
Account Number	

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

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Vehicle vibrates & wobbles from side to side		4		yes
Muffler problem- veh. makes a roaring sound		3		yes

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

Signature of Titled Owner(s) \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_ I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

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

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700



# **General Motors**

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

# **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 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 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 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 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 or manufacturer-sponsored credit card earnings the customer received or 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 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 one year or 12,000 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 be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. 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 vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- 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.
- Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple 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 the General Motors Bumper-to-Bumper new vehicle warranty.

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 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 if it was purchased or leased new.

### **Repairs/Reimbursement for Repairs**

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

### **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 of a vehicle purchased or leased new** 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.

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

### Deductions/Exclusions from a Repurchase or Replacement Award

• The repurchase or replacement award will be reduced for the customer's use of the vehicle using the following formula:

Use	# miles attributable to the customer		Vehicle purchase
Deduction/ =	<u>at the time of the arbitration hearing</u>	Х	price or gross
Payment	100,000		capitalized cost

- 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 or manufacturer-sponsored credit card earnings the customer received or used as a downpayment or capitalized cost reduction.

### STANDARDS OF THE OHIO LEMON LAW

The following is a brief explanation of most relevant provisions of the Ohio lemon law. The complete text of the lemon law can be found at Ohio Rev. Code Ann. Sec. 1345.71*et seq*.

### **VEHICLES COVERED**

The Ohio lemon law covers (1) a passenger car, (2) a noncommercial motor vehicle, or (3) those parts of any motor home that are not part of the permanently installed facilities used for cold storage, cooking, eating and sleeping.

A "passenger car" is any motor vehicle that is designed and used for carrying not more than nine persons and includes any motor vehicle that is designed and used for carrying not more than fifteen persons in a ridesharing arrangement. Guidance from the Attorney General's Office indicates that a pick-up truck used exclusively for business purposes is not covered by the lemon law.

A "noncommercial motor vehicle" is any motor vehicle, including a farm truck, that is designed by the manufacturer to carry a load of no more than one ton and is used exclusively for purposes other than engaging in business for profit.

### **CONSUMERS COVERED**

The lemon law covers the following "consumers":

- 1. The purchaser, other than for purposes of resale, of a motor vehicle;
- 2. Any lessee of a motor vehicle for 30 days or more while title remains in the name of a person other than the user;
- 3. Any person to whom the vehicle is transferred during the duration of the manufacturer's written vehicle warranty; and
- 4. Any other person entitled by the terms of the warranty to enforce the warranty.

The lemon law appears to cover a subsequent transferee if the vehicle is acquired during the warranty period.

### **VEHICLE CONVERTERS**

The lemon law does not apply to vehicle converters.

### **PROBLEMS COVERED**

The lemon law covers any "nonconformity", which it defines as a defect or condition that:

- 1. Substantially impairs the use, value, or safety of a motor vehicle to the consumer; and
- 2. Does not conform to the express written warranty of the manufacturer or distributor.

The lemon law provides the manufacturer an affirmative defense if the manufacturer can show that the nonconformity is the result of abuse, neglect, or unauthorized modification or alteration of the passenger motor vehicle by anyone other than the manufacturer, its agent or authorized dealer.

### MANUFACTURER'S DUTY TO REPAIR

If a vehicle does not conform to the manufacturer's written new vehicle warranty and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the period of one year following the date of original delivery or during the first 18,000 miles of operation – whichever is earlier – the manufacturer, its agent or authorized dealer must make any repairs necessary to conform the vehicle to the warranty. Repairs must be made even after the expiration of the one year or 18,000 mile period.

### MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer or dealer is unable to conform the vehicle to the manufacturer's written vehicle warranty by repairing or correcting any nonconformity after a *reasonable number of repair attempts*, the manufacturer must (at the consumer's option) replace the vehicle with a new vehicle acceptable to the consumer or repurchase the vehicle.

### **REASONABLE NUMBER OF REPAIR ATTEMPTS**

The lemon law establishes a presumption for determining whether the manufacturer had a reasonable number of attempts to repair. Case law<sup>1</sup> interprets the lemon law's presumption as establishing a definition that a reasonable number of repair attempts has been made if, during the period of one year following the date of original delivery or during the first 18,000 miles of operation, whichever is earlier, any of the following occurs:

- 1. Substantially the same nonconformity has been subject to repair three or more times and either continues to exist or recurs;
- 2. The vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days;
- 3. There have been eight or more attempts to repair any nonconformity; or
- 4. There has been at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity either continues to exist or recurs.

### **DISPUTE RESOLUTION**

The lemon law provisions authorizing a civil action under the lemon law do not apply to a consumer who has not first used an informal dispute settlement mechanism if:

<sup>&</sup>lt;sup>1</sup> Royster v. Toyota Motor Sales, U.S.A., Inc., 92 Ohio St. 327, 750 N.E.2d 531 (2001); Temple v. Fleetwood Enterprises, Inc., 133 Fed. Appx. 254, 2005 U.S. App. LEXIS 9992 (6<sup>th</sup> Cir. 2005).

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- 1. The mechanism qualifies under rules promulgated by the Attorney General; and
- 2. The consumer receives timely notification, in writing, of the availability of the mechanism, along with a description of its operation and effect.

If a qualified mechanism does not exist, if the consumer is dissatisfied with the decision produced by a qualified mechanism, or if the manufacturer, its agent or authorized dealer fails to promptly fulfill the decision, the consumer may bring a civil action in court.

### TIME PERIOD FOR FILING CLAIMS

An action must be commenced within five years of the date of the vehicle's original delivery (to the consumer<sup>2</sup>). The statute of limitations does not run for the period beginning on the date that a complaint is filed with an informal dispute settlement mechanism and ending on the date of the mechanism's decision.

 <sup>&</sup>lt;sup>2</sup> Curl v. Volkswagen of America, Inc., 2005 Ohio 6420 (Ohio Ct. App. 2005).
 This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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### **REMEDIES UNDER THE OHIO LEMON LAW**

### **REPURCHASE OF OWNED VEHICLE**

The Ohio lemon law sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the lemon law:

- 1. The contract price for the motor vehicle, including charges for transportation, undercoating, dealer-installed options and accessories, dealer services, dealer preparation and delivery charges;
- 2. All finance, credit insurance, warranty and service contract charges incurred by the consumer;
- 3. All sales tax, license and registration fees, and similar government charges;
- 4. All incidental damages, including but not limited to
  - any reasonable fees charged by the lender for making or canceling the loan; and
  - any expenses incurred by the consumer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging.

Refunds must be made to the consumer, or jointly to the consumer and any lienholder that appears on the face of the certificate of title. The lienholder may deduct the balance owing to it, including any fees charged for canceling the loan, and must immediately remit the balance, if any, to the consumer and cancel the loan.

### **REPURCHASE OF LEASED VEHICLES**

The Ohio lemon law sets out the following amounts that a manufacturer must pay when it repurchases a leased vehicle under the lemon law:

- 1. Capitalized cost reduction, security deposit, taxes, title fees, all monthly lease payments, the residual value of the vehicle, and all finance, credit insurance, warranty, and service contract charges incurred by the consumer; and
- 2. All incidental damages, including but not limited to
  - any reasonable fees charged by the lessor for making or canceling the lease; and
  - any expenses incurred by the consumer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging.

Refunds must be made jointly to the consumer and lessor. The lessor may deduct the balance owing to it, including any fees charged for canceling the loan, and must immediately remit the balance, if any, to the consumer and cancel the lease.

### REPLACEMENT

When replacing a vehicle under the Ohio lemon law, the manufacturer must replace the vehicle with a new vehicle acceptable to the consumer.

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The manufacturer must notify any lienholder noted on the certificate of title or the lessor. If both the lienholder or lessor and the consumer consent to finance or lease the replacement motor vehicle, the lienholder or lessor must release the lien on or surrender title to the motor vehicle being replaced after it has obtained a lien on or title to the replacement motor vehicle. If the existing lienholder or lessor does not finance or lease the replacement motor vehicle, it has no obligation to discharge the note or cancel the lien on or surrender the title to the motor vehicle being replaced and the discharge the note or cancel the lien on or surrender the title to the motor vehicle being replaced until the original indebtedness or the lease terms are satisfied.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2006, Council of Better Business Bureaus, Inc.



### FACSIMILE TRANSMISSION

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

FROM:	Name:	John Ryan	
	Fax Number:	(703) 247-9700	
TO:	Name:	Patricia Chandler	
	Fax Number:	18668937511	

MESSAGES:

Date and time of transmission: Wednesday, May 07, 2008 1:21:10 PM Number of pages including this cover sheet: 03

**BBB AUTO LINE** 

TO:Patricia Chandler COMPANY:



May 7, 2008

PATRICIA CHANDLER CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Re:M58 CHV0831728: vs Chevrolet Motor Division 1G1ZS58FX7F

Dear Madam/Sir:

Enclosed is the *Post Decision Settlement* agreed to by you and the customer. This settlement will replace the arbitration award made in the above mentioned case. If any of the information regarding the terms of the settlement are inaccurate, please contact your case specialist immediately.

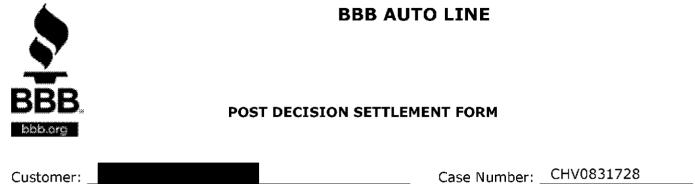
Please sign and return the form so it is received in our office **within eight days** from the date of this letter. We recommend that you call your case specialist to confirm receipt of this form a few days after you send it to us. The form may be faxed to 703.247.9700.

If you have any questions, please contact me at 800.334.2406.

Sincerely,

John Ryan at Extension 529

TO:Patricia Chandler COMPANY:



Manufacturer: <u>Chevrolet</u>

Date: 05/07/08

The parties named above have agreed to the settlement outlined below as the basis for a final resolution of the issues brought before the arbitrator in this case.

By signing this agreement, the parties have agreed to have this settlement supercede the decision rendered by the arbitrator.

The terms of the settlement are as follows:

Patricia Chandler of GM has offered and the customer Alfred Sowards has accepted the following to resolve case CHV0831728. GM will voluntary straight lease repurchase the customer's vehicle under the GM Program Summary. The customer is responsible for any over allowance and / or negative equity. The customer is responsible for returning the vehicle to the manufacture as it came from the factory allowing for regular use. Any damages must be repaired at the customer cost. If there are after market items on the vehicle they must be removed. Usage will be charged for 6105 miles for a total cost of \$1,092.00. Rebates and incentives are not a part of this transaction. The customer must provide a copy of the current registration in order to complete this transaction. The customer will fax (866-893-7511) the current registration to GM by May 22, 2008. The customer will be advised when to return the vehicle to the selling dealer. The repurchase will complete in 60 days from the date that GM receives the registration.

Customer (print name)

Manufacturer's Representative (print name)

Signature

Signature

Date

Date

Council of Better Business Bureaus, Inc. 4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700