### **HISTORY OF SETTLEMENT DISCUSSIONS – ADR Cases Only**

**TEAM LEAD APPROVING:** 

Record all recommendation throughout the life of the case. Each offer or counter offer should be recorded in order to review case progression.

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

\*Add additional lines for additional offers/counter offers. **Recommendation of CRS:** Settle case: Arbitrate case: Attorney Fees (if applicable): **Settlement Type:** {GW/Repurchase/Repair} **\$**{Amount} **Recommendation of Field:** Arbitrate case: Settle case: Attorney Fees (if applicable): **Settlement Type:** {GW/Repurchase/Repair} **\$**{Amount} **Final Decision:** Arbitrate case: Settle case: Attorney Fees (if applicable): **Settlement Type:** {GW/Repurchase Repair} **\$**{Amount}

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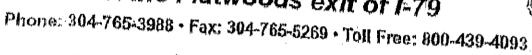
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COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues).  All interior or exterior mirrors, 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.



# Mid-State Chevrolet-Olds-Buick

1947 Sutton Lane · Sutton, WV 26601 at the Flatwoods exit of I-79





FAX		
	10/21/09	
TO: E	elicia Willians iebel ReQuest 71-765790151	
	1ebel ReQuest 71-765790151	
FROM:	Mike Smith Mid State Chevrolet	
	1110 Sigte Chevrolet	
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PAGE 01/07







### GENERAL MOTORS BUSINESS RESOURCE CENTER

October 21, 2009

Mike Smith Mid-State Automotive, Inc. 1947 Sutton Lane Sutton, WV 26601

Re:

Siehel Request: 71-765790151 2008 Chevrolet Malibu VIN # 1G1ZG57B08F

Dear Mr. Smith:

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 within 24 hours. The specific documents needed are:

- All sales, purchase and finance agreements, including a conversion invoice (if applicable)
- The incentives acknowledgement form
- Copy of the Title and Registration
- The Actual Cash Value statement of any trade
- All service and body shop repair orders including all internal, customer pay, and warranty repair orders. (Please include front and backs of the shop copies).

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

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

Sincerely,

Felicia Williams BRC Customer Relationship Specialist Ph# 866-790-5600 EXT 11142 FAX# 866-485-4469

70/20 3047502005 AS:24 3047502005 MIDSTATE PAGE 02/02



CVCS135072

1947 Sutton Lane **SUTTON, WV 26601** Service 765-5016 or 1-800-439-4093

100		ADVISOR	TAG NO.		INVOICE DATE	INVOICE NO.
100		JESSE BERRY	7152 NO.   MILEAGE		12/20/07	CVCS13507
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CVCB153529

1947 Sutton Lane SUTTON, WV 26601 Service 765-5016 or 1-800-439-4093

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	RONALD CAR	ROLL 4892	LEAGE	05/19/09	CVCB153529
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1947 Sutton Lane SUTTON, WV 26601 Service 765-5016 or 1-800-439-4093

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20231	JESSE BERRY	71.52		06/25/09	CVCS155172
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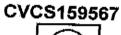




1947 Sutton Lane SUTTON, WV 26601 Service 765-5016 or 1-800-439-4093

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1947 Sutton Lane SUTTON, WV 26601 Service 765-5016 or 1-800-439-4093

20231	ADVIBOR		TAG	NO.	INVOICE DATE	INVOICE NO.
<u> </u>	KEVIN L	IORTY	17140 MILEAGE		10/15/09	<u>CVC</u> \$15956
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North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530



50-937 213 CHECK NO.

DATE 02/07/08

XXXXXXXXXXXXXIOO DOLLARS

\*\*\*\*00 CENTS

AMOUNT \*\*\*\*\*\*\*\*\*\*\*\*100.00

PAY TO THE ORDER

VENDOR DUNS NO.

RICHWOOD TX

North American Operations General Motors Corporation Disbursement Account

SIGNATURE

The Chase Manhattan Bank, N.A. Syracuse, New York

BB 000000291

AUDIT

1

North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530

CHECK NO.

DETACH BEFORE DEPOSITING CHECK

PAYMENT DATE

02/07/08

**VENDOR NAME** REGISTER NO. DESCRIPTION % DISC. INVOICE AMOUNT NET AMOUNT INVOICE DATE DOC. REFERENCE NUMBER DISC. AMOUNT 02/06/08 | VH 1-9WL4NO 00.0000 100.00 100.00 .00

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**TOTAL** 

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100.00

Richwood, TX

JAN 1 5 2008



Reimbursement Dept. PO Box 33170 Detroit MI 48232-5170

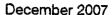
## **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant							
Date Claim Submitted: 1-11-08							
17-Digit Vehicle Identification Number (VIN): 1627H528254							
Mileage at Time of Repair: 49,894 Date of Repair: 10-7-07							
Claimant Name (please print):							
Street Address or PO Box Number:							
City: Kichwood State: TX ZIP Code:							
Daytime Telephone Number (include Area Code)							
Evening Telephone Number (include Area Code)							
Amount of Reimbursement Requested: \$							
The following documentation must accompany this claim form.							
Original or clear copy of all receipts, invoices, and/or repair orders that show:							
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed and the repair in question and the date of payment.</li> <li>(copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>							
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.							
Claimant's Signature:							

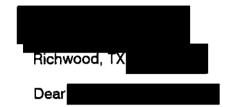
Please mail this claim form and the required documents to:

Reimbursement Department P.O. Box 33170 Detroit, MI 48232-5170

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







As the owner of a 2005 model year Pontiac G6, your satisfaction with our product is very important to us.

This letter is intended to make you aware that some 2005 model year Pontiac G6 vehicles may lose their power steering assist. This is caused by electrical input signals within the steering column assembly. If the power steering assist is lost, a chime will be heard and the DIC will display a Power Steering warning message. The Service Vehicle Soon light will also illuminate. The vehicle can still be steered in a safe manner but will require greater driver effort at low vehicle speeds or when stopped.

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

What We Have Done: General Motors is providing owners with additional protection for the steering column assembly. If this condition occurs on your 2005 Pontiac G6 within 7 years of the date your vehicle was originally placed in service or 70,000 miles, whichever occurs first, the condition will be repaired for you at no charge. Diagnosis or repair for conditions other than the condition described above is not covered under this special coverage program.

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

**Reimbursement:** The enclosed form explains what reimbursement is available and how to request reimbursement if you have paid for repairs for the special coverage condition. Your request for reimbursement, including the information and documents mentioned on the enclosed form, must be received by GM by December 31, 2008.

If you have any questions or need any assistance, just contact your dealer or the Pontiac Customer Assistance Center between the hours of 8:00 AM and 11:00 PM, EST, Monday through Friday. They can be reached at 1.800.620.7668 (TTY 1.800.833.7668).





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

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RICHWOOD, TX

RICHWOOD TX

Don Davis
Dealerships
216 West Highway 332 · Lake Jackson, Texas 77566

SERVICE ADV	ISOR REBEC	CCA LYNN	VERMILLI	ON			(979)	292-0077	
REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE	EDENTIFICATION	CUST	NO. TAG NO.	P.D. NO.	INVOICE	INVOICE NO.
28ŞEP07	020CT07		1G2ZH528	254			02	OCT07	
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•			•	GAS,OIL, LI	JBE	0 00	responsible for loss or vehicle in case of fire.		

### Don Davis Motor Company Inc.

2011 N MECHANIC EL CAMPO, TEXAS 77437 (979) 543-3291

Don Davis Chrysler-Dodge Don Davis Pontiac-Cadillac-GMC-Truck

> **5020 SEVENTH STREET** BAY CITY, TEXAS 77414 (979) 245-6391

GAS,OIL, LUBE SUBLET AMOUNT 0.00 MISC. CHARGES 1.36 **TOTAL CHARGES** 326.83 LESS INSURANCE 0.00 SALES TAX 15.16 PLEASE PAY THIS AMOUNT 341.99

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.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

THANK YOU FOR USING DON DAVIS DEALERSHIPS

214 W HIGHWAY 332 -LAKE JACKSON

TX 77566

979-292-0077



ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (II) YEAR FROM THE DATE OF PAYMENT NOTFICIATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESTATIVE.

CUSTOMER PENSONERAL MANAGER OR AUTHORIZED PERSON

ght 2000 ADP. Inc. SERVICE INVOICE #1 XSITC

DATE

LLA LN 77531 Don Davis Dealerships

216 West Highway 332 · Lake Jackson, Texas 77566

(979) 292-0077

### ECCA LYNN VERMILLION

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4	05 PONTIAC G6	05JUL05 4401 2711
14	LICENSE NO.	

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CHEVROLET





ENT TO CATCH THE GEAR

- DON DAVIS BLICK PONTIAC 216 HWY 332 WEST LAKE JACKSON TX 77566 979-292-0077 MERC # 0000001802068 437 TERM ID: 00095674 0001 10/05/07 02:10P EXP: \*\*\*

REF#: 0010

\$174.41

GMC-Truck

REET

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

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 ourpose of testing and/or inspection. An express mechanic's lian is hereby acknowledged on above vehicle to secure the amount of repeirs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

pay 16758.

CUSTOMER CHISTOGRIEFAL MANAGER OF AUTHORIZED PERSON (SIGNED)

MOUNT

THANK YOU CUSTOMER COPY

APPROVED

3ATCH# 773 AUTH# 85604Z

tent 2000 ADP, Inc. SERVICE INVOICE #1 XSITE

## **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 1-11-08
17-Digit Vehicle Identification Number (VIN): 16274528254
Mileage at Time of Repair: 38,882-Date of Repair: 3-2-07
Claimant Name (please print):
Street Address or PO Box Number:
City: Kichwood State: TX ZIP Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment.</li> <li>(copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:

Please mail this claim form and the required documents to:

Reimbursement Department P.O. Box 33170 Detroit, MI 48232-5170

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

### **CUSTOMER REIMBURSEMENT PROCEDURE**

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

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

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

### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Pontiac Customer Assistance Center at 1,800,620,7668 (TTY 1,800,833,7668).



FRI<del>VEK EROLEL GU</del>TO & TRU 5892 SPUR 327 CUEBOOK, TX 79424

TERMINAL ID: HERCHANT #

684232195 1425873584



5802 Spur 327 at Frankford P.O. Box 65090 Lubbock, Texas 79464

AYEX.

SALE क्रांक्र क्रिक DATE: NAR 92, 97

IMOICE: 063354 TINE: 17:58

AUTH NO: 175057

\$100.00

DEDUCT \$100.00 TALKED TO TOM

· .

CUSTOMER COPY

ADVISOR MIKE	150 TAG NO. 6744	INVOICE DATE	PNCS250814
STANDARD CONTRACTOR OF STANDARD CONTRACTOR	MR.EAGE 38,882	COLOR CO. C. C. C. C.	STOCK NO.
YEAR / MAKE / MODEL - 12 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		07/05/05	DELIVERY MILES
VEHICLE ID. NO. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.			PRODUCTION DATE
F.T.E. NO.	P. O. NO.	02/28/07	**
COMMENTS			MO: 38882

JOB# "I" CHARGES -----LABORJ# 1 45PNZ

STEERING/SUSPENSION: UNITS: 2:80 TECH(S):963

CK POWER STEERING NOT WORKING TURNS EASIER TO THE LEFT THEN
RIGHT GETS HARDER LONGER YOU DRIVE
DIAG STEERING CONTROL SYSTEM
INSTALL NEW STEERING POSTION: SENSOR AND RECALIBRATE MODULE GULFSTATE AUTH#C000267323 FOR \$498.62 DEDUCT \$100.00

LIMITED WARRANTY: The only warranties apply ing to the part(s) installed in accordance with this estimate are those that may be offered 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 products or service sold under the terms of this estimate. Parts and labor are guaranteed for 12,000 miles or 12 months, whichever comes first, on GM cars and trucks. Honda and Isuzu warranties may vary. Seller does not guarantee that the work performed in accor-dance with this estimate will correct any problem specified on the description of the complaint.



11. 12. 15



( ) CASH ( ) CHECK# ( ) ( ) CHARGE# ( ) ( ) VISA ( ) MC ( ) DIS ( ) AX ( ) EMP# (

Thank you for choosing Frank Brown Auto and Truck Ranch to service your vehicle. If you are not completely satisified.

TOTAL INVOICE \$ please contact your Service Advisor or the Service Manager.

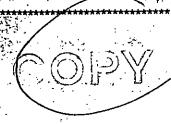
Your complete satisfaction is our goal. Thank you for your business!

TOTAL LABOR 210.00
TOTAL PARTS. 359.00
TOTAL SUBLET 0.00
TOTAL G.O.G. 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX. 29.62



- P -





We Value Your Business, Thank You.

[ END OF INVOICE ] 05:55pm

PAGE 1 OF 1

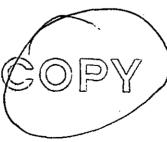
**CUSTOMER COPY** 

806-796-7777 FAX: 806-796-7760 www.frankbrown.com



5802 Spur 327 at Frankford P.O. Box 65090 Lubbock, Texas 79464

CUSTOMER NO. 60720		ADVISOR MIKE		150	AG NO. 6661	02/23/07	PNCS250366
00720		MIKE	LOENGE NO	MILE		COLOR	STOCK NO.
		YEAR / MAKE / MODEL  05 / PONTIAC /	G6		30,02	07/05/05	DELIVERY MILES
LUBBOCK, TX		VEHICLE I.D. NO.		4		SELLING DEALER NO.	PRODUCTION DATE
		F. T. E. NO.		P. O. NO.		02/22/07	
R	USINESS PHONE	COMMENTS					MO: 38624
POWER STEERING	ING HARD TO TURN MAK RACK MAKES POPPING WER STEERING RACK AS ) TEST VEHICLE 	RESE PORTECH(S) ES POPPING NOISE NOISE SEMBLY CENTER ST	. <i>.</i>	PRICE-	WARRANTY WARRANTY WARRANTY 0.00	ing to the part(s) installe estimate are those that in ufacturer. The seller, here warranties, either expres implied warranty of men particular purpose, and inconnection with the sold under the terms of labor are guaranteed for whichever comes first. Honda and suzu warrant quarrantee that the	the only warranties applyed in accordance with thin ay be offered by the man eby expressly disclaims as or implied, including an chantability or fitness for neither assumes nor author assume for it any liability sale of products or service of this estimate. Parts an 12,000 miles or 12 months on GM cars and trucks on GM cars and trucks this may vary. Seller doe work performed in accope will correct any probletion of the complaint.
TOTALS	CHARGE#  S ( ) AX ( ) EMP#  ***********************************	JOURNAL PREFIX  **********  ( ) *  *********  ( ) *  ********  ( ) *  ********  ( ) *  *******  ( ) *  ******  ( ) *  *****  ( ) *  ****  ( ) *  ****  ( ) *  ***  ( ) *  ***  ( ) *  ***  ( ) *  ( ) *  ( )	PNCS JOB# 1 TOTAL LAB TOTAL PAR TOTAL SUB TOTAL G.C TOTAL MIS TOTAL MIS TOTAL TAX	ORTSLETC CHGC DISC	0.00 0.00 0.00 0.00 0.00		GMC N D A
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We Value Your Business, Thank You.

PAGE 1 OF 1

CUSTOMER COPY

[ END OF INVOICE ] 11:28am



Service Request: 71-598928510

Customer Relationship Specialist: Jane West

Dear

Thank you for contacting us recently regarding the special coverage notice you received for your 2005 Pontiac G6. We apologize for any inconvenience you have experienced as a result of this special coverage.

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

We have reviewed your request for reimbursement on the steering column that you had repaired. Although we regret that we are unable to reimburse you the full amount you requested, we are happy to inform you that we will reimburse you for the amount that pertains to the special coverage. We have enclosed a check in the amount of \$100.00.

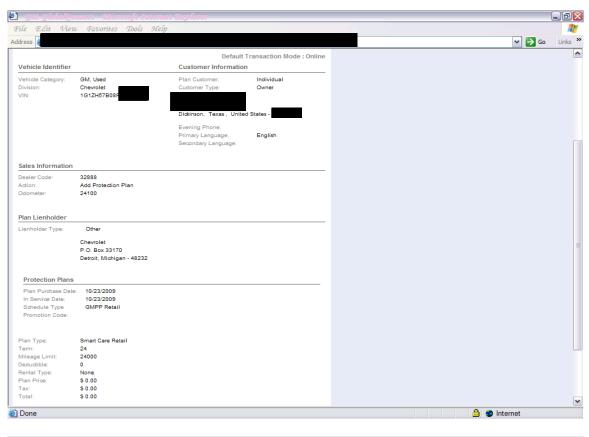
At Pontiac, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have future questions, feel free to contact our Pontiac Customer Assistance Center at 1-800-762-2737 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer to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

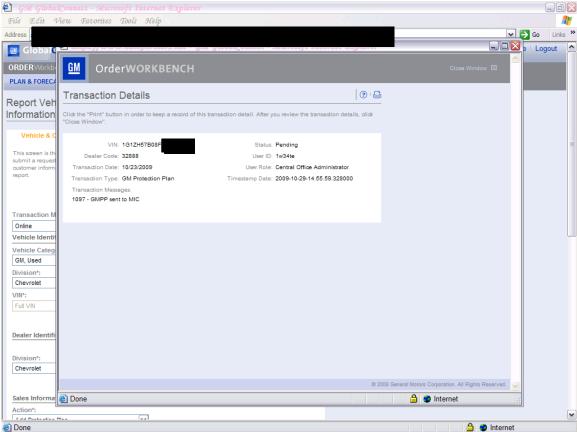
Sincerely,

Pontiac Customer Assistance Center

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

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







Dear

Thank you for your support of Chevrolet. As we agreed, the necessary paperwork has been completed and forwarded to General Motors Protection Plan (GMPP) for the Smart Care plan on your 2008 Chevrolet Malibu, Vehicle Identification Number 1G1ZH57B08F The processing time will take approximately eight weeks.

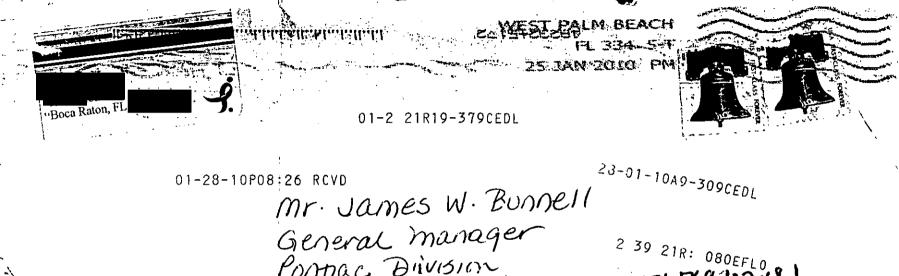
You will be notified by GMPP once the plan has been processed and you will receive complete details on your plan's coverage at that time. This letter will serve as your policy until you receive your plan confirmation. Should you require service prior to receiving your plan confirmation from GMPP, simply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

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

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-766920016

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



Pormac Division O BOX 33172

71-768/02481

75 Chroit MI 48232-5172 MORES HOW LEEMS INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)



January 24, 2010

Mr. James W. Bunnell General Manager Pontiac Division P.O. Box 33172 Detroit, MI 48232-5172

RE:

2006 Pontiac G6

VIN #: 1G2ZH178364 Existing File #: 71768

### Dear Mr. Bunnell:

I'm writing this letter to you as a last resort after what has been a frustrating and fruitless experience speaking with representatives at your customer service department.

To explain the situation as simply as possible, I purchased my vehicle in July 2006. From the very start my automobile has experienced difficulties with the steering system. Under warranty various steering components had to be replaced as well as simple items such as the plastic handle on the driver's side that pushes the seat forward.

In October 2009 I was driving on I95 from Boca Raton, Florida north to Vero Beach, Florida for the day. I was keeping up to the speed limit of 65 mph when all of a sudden the "power steering" light came on the dashboard, the car veered to the left and suddenly there was no power steering and then I could barely move the wheel. I managed to get off the parkway and cautiously drive for a few miles to my destination. I tried to locate the place to fill the power steering fluid to learn that it could not be done. I then had the auto towed to a dealer. Being this was a Sunday, I obviously could not get home and had to stay overnight until the dealer opened on Monday. Long story short, the power steering assist and module needed to be replaced at a cost of \$769.65 to me.

Driving home again at a speed of 65 mph, the power steering light came on once again. The steering was not affected at this time, so I continued to drive home quite nervously. I brought my automobile to a dealer close to my home that same week and was presented with a bill for an additional \$146.75 and was told that the previous dealer DID NOT calibrate the module.

I subsequently called Pontiac and after speaking with several representatives for several weeks, I was reimbursed \$500 by Pontiac for my troubles. While I much appreciated this gesture, it still left me paying \$416.40.

Come January 2010, I am driving on a local road at approximately 45 mph when once again, my car veered to the left sharply and I now no longer had power steering once again. I was once again towed to the dealer. The next day the dealer called me to tell me there was a problem with "another" part of the steering system and the cost would be some \$700 + . After a long conversation, the dealer called me back and told me that I would only be responsible for the labor which now cost me \$313.11.

So now I have paid out of pocket \$729.51 and do not feel confident that this is the end.

I called Pontiac customer service once again and when I finally heard back from a representative 1 ½ weeks later, I was told that Pontiac would not do anything to help me out. Speaking to Ms. Jessica Dillon x32315, I was told that I brought my automobile too many times and was helped out already. She consistently brought up the point that I had to have the plastic lever replaced several times. In answer to that, I said, I cannot help it if the plastic keeps stripping AND my automobile was on warranty at that time.. Isn't that what warranty is about? As far as the steering problem, she told me that maybe someone is trying to steal it and manipulating something. I live in a gated community and have a garage, no one is trying to steal my car. When I lived in NY I was also in a gated community with a manned garage. This notion is preposterous. She also stated that maybe someone is driving the automobile harshly. I am the only one who drives this vehicle and do not "drive harshly".

Clearly, as you can see from the printout of visits to the dealer, this problem with the steering has been going on since I purchased the vehicle and it is definitely a defect in the vehicle. Too many steering parts have been replace in too short a period of time for me to believe it is a segregated issue. There are hundreds of complaints on line with people have the same issues.

Not only am I upset about spending all of this money and I'm feeling that it will happen again.. I am quite concerned for my safety. How can I drive this automobile confidently thinking that at any time the steering can go out on me. There is no warning on this defect, when it goes out it just ceases to work. My safety and anyone who may be in my auto or driving/walking nearby is clearly at risk.

I am reaching out to you on two levels.. One, to reimburse me for the out of pocket expense I was forced to pay and two to declare this problem a recall and have vehicles checked out to the fullest so no one is in jeopardy of being harmed.

I look forward to hearing from you with a favorable resolution to this problem.



werey	Mumber			Reading
11/09/2009	239831	S	E8434 POWER STEERING ASSIST MOTOR REPLACEMENT	#41284 miles
06/08/2009	355114	#	B2852 - SUNROOF HOUSING FRONT DRAIN HOSE REPLACEMENT	37062 miles
06/08/2009	355114	#	C6500 - PASSENGER SEAT RECLINER HANDLE REPLACEMENT	37062 miles
06/08/2009	355114	#	C8870 - INFLATABLE RESTRAINT PASSENGER SEAT SUPPRESSION MODULE REP	37062 miles
01/14/2009	066144	#	E7700-SHAFT, STEERING INTERMEDIATE REPLACE	32212 miles
10/08/2008	064927	#	R4490 - REMOTE CONTROL DOOR LOCK TRANSMITTER REPLACEMENT	28413 miles
07/10/2008	063715	#	E9448 - REPOSITION I-SHAFT TO CORRECT NOISE	-25129 <b>≡</b> miles
06/18/2008	063431	#	C4040 - TRIM ASSEMBLY, QUARTER UPPER (SAIL PANEL) - RIGHT - R&R OR	24449 miles
03/25/2008	062174	#	R4490 - REMOTE CONTROL DOOR LOCK TRANSMITTER REPLACEMENT	21413 miles
01/31/2008	061458	#	E9740 - STEERING GEAR REPLACEMENT	19117 miles
10/15/2007	059908	#	R4490 - REMOTE CONTROL DOOR LOCK TRANSMITTER REPLACEMENT	14477 miles
07/06/2007	058470	#	C6150 - HANDLE, SEAT ADJUSTER - REPLACE	9885 miles
05/24/2007	057847	#	C4040 - TRIM ASSEMBLY, QUARTER UPPER (SAIL PANEL) - RIGHT - R&R OR	7407 miles
03/08/2007	056685	#	Y0139 - CUSTOMER SATISFACTION PROGRAM - INSPECT, REROUTE, & SECURE	5558 miles
03/08/2007	056685	#	C6150 - HANDLE, SEAT ADJUSTER - REPLACE	5558 miles
02/01/2007	056227	#	R4490 - REMOTE CONTROL DOOR LOCK TRANSMITTER REPLACEMENT	4765 miles
02/21/2006	285531	I	Z6999 - PDI RELATED FLUID ADDS	5 miles
02/01/2006	A40604	ī	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0 miles

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## **GM Vehicle Inquiry System** Summary

<u>Home</u>	- <u>Summary</u>	- <u>Clai</u>	m Hist	ory - Vehic	ele Build - Veh Contract - Wa	icle Corranty B	mpon lock	ent - De - Brande	livery Info	rmation	- Dealer Infor	matie	n - <u>Service</u>
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•				· .	VEHIC	LE INF	ORN	MATION	1				
Merch	andising M	odel :	27	ZH37 -2006	G6 - GT COU	PE			Warranty Start Date :			-07/05	/2006
BARS Order Type: 70 - RETAIL - STOCK													
Delive	ring Dealer	:		UNNINGH MOBREY	AM, PONTIAC	CBUIC	K GN	<b>IC</b>	Selling S	ource :		16 - PONTIAC	
			S		N, NY 1178	7-4203	Sit		Site Code:		i	0214	<del></del>
				16) 437-62					Business	Associat	te Code :	1154	91
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XM E	quipped	Yes	хм г	Radio ID	PHAJG0WU	XM Statu	Refer to Help page for details or: www.xmradio.gm.ca or Dealer Hotline 1.877.GET.XMST (1-877-438-9677).						
				·	APPLIC	ABLE	WAF	RANTI	ES				
			Desc	ription				fective Date	Effec Odom		End Date	Enc	l Odometer
36/36	000 BUMPI	ER TO	BUM	PER LIMIT	ED WARRAN	ΙΤΥ	07/0	)5/2006		33 miles	07/05/2009		36033 miles
	0000 SHEE TED WARF			OVERAGE	RUST THRO	UGH	07/0	)5/2006		33 miles	07/05/2012		100033 miles
96/80 PCM	000 FEDER	AL EN	MISSIG	ON CATAL	YTIC CONV.	AND	07/0	)5/2006		33 miles	07/05/2014	80033 miles	
84/70	000 CALIF	ORNIA	A SELI	ECT COMP	ONENT		07/0	)5/2006		33 miles	07/05/2013		70033 miles
36/50	000 CALIF	ORNIA	A EMI	SSIONS			07/0	05/2006		33 miles	07/05/2009		50033 miles
					С	LAIM	HIST	ORY					
RO	Date	D (1)	Тур	e			abor	Operat	ion				Mometer

Odometer











### **BUICK • PONTIAC • GMC TRUCKS**

2400 South Federal Highway DELRAY BEACH, FLORIDA 33483 Delray 278-3217 • W. Palm 833-9693 • Broward 427-3200 Registration No. MV-05046

NVOICE NO 70716/09 CUSTOMER NO. MARK WILLIS 542 43337 PNC5359404 255 STOCK NO. LICENSE NO. 41.284 DELIVERY DATE DELIVERY MOLES EAR/MAKE/MODEL 06/PONTIAC/G6/2DR CPE GT BOYNTON BEACH. SELLING DEALER NO. PRODUCTION DATE VENCLE ID.NO. Boca Ruton Pe PÓNO E.T.E.NO. ኘ**ዕ**ፖኒ6/09 COMMENTS MO: 41284 LABOR

3# 1 45PNZ

STEERING/SUSPENSION

TECH(S) 723 C/S THAT POER STEERING COMES ON WHILE DRIVING STERING FEELS FINE AFTER ANOTHER SHOP REPLACED PS MOTOR/MODULE. DID NOT CALIBRATE: RECALIBRATED PS MODULE JOB# 1 TOTALS-----LAROR JOB# 1 JOURNAL PREFIX PNCS JOB# 1 TOTAL BODY ELECT CONCERN TECH(S):723

C/S THAT AIR BAG LIGHT COMES ON

SCANNED FOR CODES AND CK DATA. PPS OUT CALBRATION

RECALIBRATED PPS SYSTEM J# 2 51PNZ01 0.00 LABOR - - -J# 3 00PNZ27 27 PT. INSPECTION TECH(S):723 27 POINT MAINTENANCE INSPECTION
COMPLETED ALL CHECKS AND INSPECTIONS INCLUDING LIGHTS
TIRES AND FLUIDS CHECK TENTION ON BELTS AND HOSE FOR
LEAKS ( SEE YOUR SERVICE ADVISER FOR ANY NEEDED REPAIR) 1 12450108 BULB 2.679 TOTAL - PARTS JOB# 3 TOTALS-----35:00 PARTS 4.79 JOB# 3 JOURNAL PREFIX PNCS JOB# 3 TOTAL COMMENTS ....

ASAP

# LINUS CADILLAC BUICK PONTIAC GMC SUZUKI

1401 U.S. HWY. 1 VERO BEACH, FLORIDA 32960 Phone (772) 562-1700 Ft. Pierce (772) 461-4125

www.cadillacbuickverobeach.com Registration No. MV-49394







GMC



INVOICE NO.

CUSTOMER NO.	ROENDA		289	<b>578</b>	10/12/09	PNCS238931
52018	TOM ASPROM		ZO9)	3/6	COLOR	STOCK NO.
	LABOR RATE	LICENSE NO.	- Lease	AN 955	/SILVER	
		<u>.                                    </u>		40,333	DELIVERY DATE	DELIVERY MILES
	YEAR / MAKE / MODEL	/cc/2pp_cp	E CT			
	06/PONTIAC	/GO/ZUK CP	<u> </u>		SELLING DEALER NO.	PRODUCTION DATE
BOCA RATON, FL	VEHICLE LD. NO.	17076	4		N	
	1 G 2 Z H	1/030	IP.O.NO.		R.O.DATE	
	F.T. E. NO.		1.0.00		10/12/09	
l	COMMENTS		<u>. L </u>			
BUSINESS PHONE	COMMENTS					
ABOR & PARTS-				+ 2757 671.		
TENTERCOLLEGISTICS CONTROLLEGISTICS		100 100 100 100 100 100 100 100 100 100		1.2 00 3 3000 ( )		
. POWER STEERING LIGHT ON-NO POWE	R SIEEKING	OU E				
DIAGNOSE AND REPLACE POWER STEE	KING Y22121 YAN W	UULE				
PARTSQTYFP-NUMBERDES	COTOTION	INT1	PRICE-			\
DOB # 1 1 25805894 MO	CEV IN INCOM		701.00	481.80		\
108 # 1 1 25805894 HO		JOB # 1 TOTAL	PARTS	481.80		1
	J08 # 1	TOTAL LABOR 8	<b>PARTS</b>	719,30	$\triangle$	9 1
COMMENTS DELETED OPERATION(S)			•••••	<u> </u>		u 9
DELETED OPERATION(S)			• • • • • • • •	1		1
B5BUZ MISCELLANEOUS			•	\	•	- 1
1						1
TOTALS		· · · · · · · · · · · · · · · · · · ·		,	\	/
THE PARTY OF THE P	TO AND DESCRIPT TO	TOTAL LA	RAR	237.50	<b>\</b> .	/
THE CHARGE FOR SHOP SUPPLIES REPRESENTS COSTHE MOTOR VEHICLE REPAIR FACILITY FOR ITEMS	CINT VC	TOTAL PA	RTS	481.80	\	
HISCELLANEOUS SHOP SUPPLIES AND / OR WASTE	A TA IAZOGZIO	TOTAL SU	BLET	0.00		
RATE OF 5% OF PARTS AND LABOR NOT TO EXCEED	\$50.00	TOTAL G.	0.G	0.00		
MALE OF 34 OF PARTS AND EMBOR NOT TO EXCEE	450.00.	TOTAL MI	SC CHG.	0.00		•
		TOTAL HI	SC DISC	0.00		
LEASE VISIT OUR WEBSITE WAN. CADILLACBUICKS	SUZUKI . COM	TOTAL TA	<b>X</b>	50.35		
CLASE VISIT GOL MEDOLIE MINIOR DELINIOR				769.65	:	
		TOTAL IN	AOICE 2	/ 03.00	)	
ACTUAL ACTUAL (*) INDI	PATE I IMITED					
PARTS DESIGNATED WITH AN ASTERISK (*) INDI- LIFETIME SERVICE GUARANTEE APPLIES FOR CUS	TOMER PAY REPAIRS.				v	
TIPETIME SEKATOR PROMOMILES MANETES AND COS	IOUTH IN INTIMA				×	
CUSTOMER SIGNATURE						
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(0021)			<b>6</b> 2 -3.	7777	· · · · · · · · · · · · · · · · · · ·	
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				. •		

MALITARIN SE A URLETO ORDINASE PROPERTY

PAGE 1'OF 1.

**CUSTOMER COPY** 

[ END OF INVOICE ] 02:05pm



PAGE 2 OF 2

**CUSTOMER COPY** 









## BUICK • PONTIAC • GMC TRUCKS 2400 South Federal Highway DELRAY BEACH, FLORIDA 33483

2400 South Federal Highway DELRAY BEACH, FLORIDA 3348 Delray 278-3217 • W. Palm 833-9693 • Broward 427-3200 Registration No. MV-05046

MER NO. 43337	MARK WILLIS	542 <sup>tAG )</sup>	°255	10716/09	PNCS35940
		CENSE NO. MILEAGE	41,284	COLOR DELIVERY DATE	STOCK NO.  DELIVERY MILES
CHITCH PEACH TI	VENDELD NO	the state of the s		SELLING DEALER NO.	PRODUCTION DATE
Boca Ration, R	T G Z Z H 1	7 8 3 6 4			
130 CU PLOVIE	COMMENTS			<b>ፕ</b> ዕን16/09	MO: 4128
	A with the second	A Property of American Property	<u></u>	<u> </u>	FIO. 412C
[] CASH [] CHECK CK NO. [ [] VISA [] MASTERCARD [] DISCOV [] AMER XPRESS [] OTHER [] CHAR	) * /ER * * ** ** ***	TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G TOTAL MISC CHG. TOTAL MISC DISC TOTAL MASC DISC TOTAL TAX  FOTAL INVOICE \$	133.00 4.79 0.00 0.00 0.00 0.00 8.96		
CUSTOMER SIGNATURE	······································			COF	
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		:			

[ END OF INVOICE ] 02:25pm







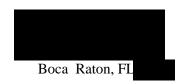




BUICK • PONTIAC • GMC TRUCKS
2400 South Federal Highway DELRAY BEACH, FLORIDA 33483
Delray 278-3217 • W. Palm 833-9693 • Broward 427-3200
Registration No. MV-05046

	MADE WILLIE		542 TAG N		01/11/10	PNCS36212
43337	MARK WILLIS LABOR RATE	LICENSE NO.	MILEAGE	31	COLOR	STOCK NO.
				44,675	/	DELIVERY MILES
BOCA RATON, FL	VEAR/MAKE/MODEL  06/PONTIAC/	G6/2DR CPE	GT		DELIVERY DATE	DELIVERY MILES
BUCA RATUN, FL	VEHICLE I.D. NO.				SELLING DEALER NO.	PRODUCTION DATE
	1 G 2 Z H 1		4.0, NO.		A. O. DATE	
					01/11/10	
BUSINESS PHONE	COMMENTS					MO: 4467
JUB# I CHARGES	• • • • • • • • • • • • • • • • • • • •					
	COLUMN. IBRATED ALL SENSORS  I JOURNAL PREFIX P  TECH(S): O SW TORGE INPUT SE	LABOR NCS JOB# 1 72325 NSOR	TOTAL	294.00 294.00	CO	
1 25933396 COLU	4N 6.518	TOTAL -	•	WARRANTY 0.00		
1 25933396 COLU	4N 6.518		•			
1 25933396 COLUI	4N 6.518	TOTAL -	PARTS	0.00		
1 25933396 COLUI JOB# 2 TOTALS	2 JOURNAL PREFIX P	TOTAL -	PARTS	0.00		
JOB# 2 TOTALSJOB# 2  COMMENTS	2 JOURNAL PREFIX P	TOTAL -	PARTS	0.00		:
JOB# 2 TOTALS	2 JOURNAL PREFIX P	TOTAL -	PARTS	0.00		:
JOB# 2 TOTALS	MN 6.518 2 JOURNAL PREFIX P	TOTAL -	PARTS TOTAL	0.00		:
1 25933396 COLUI  JOB# 2 TOTALS  JOB# :  COMMENTS  DROP  TOTALS	MN 6.518  2 JOURNAL PREFIX P	TOTAL -	PARTS TOTAL	0.00	·	:
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1 25933396 COLUI  JOB# 2 TOTALS  COMMENTS  DROP  TOTALS  ***********************************	4N 6.518  2 JOURNAL PREFIX P	TOTAL 2 TOTAL LABO TOTAL PART	PARTS  TOTAL  OR ET	0.00 0.00 294.00 0.00 0.00		
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JOB# 2 TOTALS  JOB# 2 TOTALS  COMMENTS  DROP  TOTALS  * [] CASH [] CHECK CK NO. [ ]  * [] VISA [] MASTERCARD [] DISCOVER  * [] AMER XPRESS [] OTHER [] CHARGE	AN 6.518  2 JOURNAL PREFIX P	TOTAL LABO TOTAL LABO TOTAL PART TOTAL SUBI TOTAL G.O. TOTAL MISO TOTAL MISO TOTAL TAX	PARTS  TOTAL  OR S ET G CHG.	294.00 0.00 294.00 0.00 0.00 0.00 0.00 19.11		
1 25933396 COLUI  JOB# 2 TOTALS  COMMENTS  DROP  TOTALS  **  [ ] CASH [ ] CHECK CK NO. [ ]	AN 6.518  2 JOURNAL PREFIX P	TOTAL 2 TOTAL LABO TOTAL PART	PARTS  TOTAL  R S ET G. CHG DISC	294.00 0.00 294.00 0.00 0.00 0.00 0.00 19.11		

Reynolds and Reynolds ELZS114E F.607738 O (1005)



Service Request: 71-768102481



We sincerely regret that you have experienced a concern with your vehicle. Because you are a valued Pontiac customer, we are pleased to provide you with this Component Coverage Letter. This coverage does not change the manufacturer's warranty which came standard on your vehicle at the time of purchase.

This Component Coverage Letter is valid for VIN 1G2ZH178364 and will begin on 2/10/2010 at 45,523 miles and will continue until 2/10/2012 or 75,523 miles, whichever occurs first.

The following Steering components will be covered: Gear housing and all internal parts; rack and pinion; power steering pump; steering shaft couplings; seals and gaskets; steering column; ignition switch; ignition lock cylinder; and steering wheel..

Pontiac will make repairs to correct any defects related to materials or workmanship on the items listed above during the coverage period specified. Pontiac will not be responsible for conditions arising from tampering, abuse, physical damage, improper maintenance or normal wear and tear. While this coverage is not transferable to any other vehicle, it is transferable to any subsequent owner of this vehicle (excluding vehicles sold or registered in California, New Hampshire or Vermont).

Should your vehicle require repairs within the coverage period, present this letter to the Service Manager of an authorized Pontiac Dealership. If you have future questions, please don't hesitate to contact our Executive Office at 1-313-667-7153. Please refer to your service request number listed above and we will be happy to assist you.

Sincerely,

General Motors Executive Office

### ATTENTION: DEALERSHIP SERVICE MANAGER

Please H-route the claim to your Area Service Manager. Retain a copy of this letter in the customer's file and return the original to the customer.

Nov 02 09 02:17p 1-347-235-4039 p.1

Falt 866.962.2868

Attention:

Mike Jones

866-790-5600 x32377

November 2, 2009

File #:

71-768102481

Dear Mike:

Per our conversation, attached are the bills I incurred as a result of the steering system problem.

The initial invoice is from Linus Dealership in Vero Beach, FL (I was stuck and had to be towed)

The invoice is in the amount of \$769.65.

After picking up my car and starting my 2 hour drive home, the "Steering" light came on once again.

Upon returning home, I visited Sherwood Pontiac in Delray Beach, FL and incurred an invoice in the

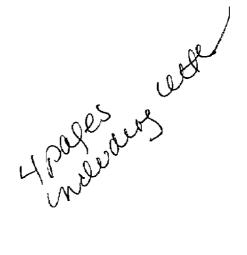
amount of \$146.75. This was due to the other dealership not calibrating the module.

I appreciated what you could do for me in terms of refunding this money as this was an ongoing

problem with my automobile since I purchased it.

Hook forward to hearing from you.

Thank you













### **BUICK • PONTIAC • GMC TRUCKS**

2400 South Federal Highway DELRAY BEACH, FLORIDA 33483 Delray 273-3217 • W. Palm 833-9395 • Broward 427-3200 Registration No. MV-05046

	43337		MARK WILL	TC		542	2 TAG NC.		10/16/09	INVOICE NO	35940
	43337		LABOR RATE	LUÇENS	E NC.	24¢			COLOR COLOR	STOCK NO.	
			WEAR OLIVE AROUS					41,284	DELIVERY DATE	DELIVERY I	AIT ES
BOYNTON	BEACH, FL		VEAR / MAKE / MODE 06 / PONTIA								
			VEHICLE I.D NO. Z	н 17	8 3	5 4			SELLING DEALER NO.	PROBUCTION	ON DATE
			FT.E NO.	-		P. O. NO.			10/16/09		
	BUS	NESS PHONE	COMMENTS		· · · · · · · ·	_J				MO:	4128
1 <del>8# 1 CHA</del>	RGES									· · · · · · · · · · · · · · · · · · ·	
ABOR # 1 45PNZ	STEERIN	G/SUSPENSION	TECH	(S):723				98.00			
	STERING FEELS F	TEÈRING COMES ON INE									
	AFTER ANOTHER SI CALIBRATE. RECALIBRATED PS	HOP REPLACED PS I	MOTOR/MODULE. DI	D NOT							
)B# 1 TOT.	ALS				LABOR			00.00			
		100%	1 3010000 00000	v Buse				98.00			
B# 2 CHA	RGES	JUB#	1 JOURNAL PREFI	X PNCS	JOB#	1 IOIAL	L • • • • • • •	98.00			
	1 DONY CLI					<b></b>					
	1 BODY ELI C/S THAT AIR BA	ECT CONCERN G LIGHT COMES ON ES AND CK DATA. I	TECH	(S):723							
# 2 51PNZ0:	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI	ECT CONCERN G LIGHT COMES ON ES AND CK DATA. I S SYSTEM	TECH PPS OUT CALBRATI	(S):723 ON							
2 51PNZ0:	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA. I S SYSTEM	TECH PPS OUT CALBRATI	(S):723 ON				0.00			
# 2 51PNZ0: DB# 2 TOT/ DB# 3 CHAI	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA.   S SYSTEM  JOB#	TECH PPS OUT CALBRATI  2 JOURNAL PREFI	(S):723 ON X PNCS	J0B#	2 TOTAL	L	0.00			
# 2 51PNZO:  0B# 2 TOT/  0B# 3 CHAI	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA.   S SYSTEM  JOB#	TECH PPS OUT CALBRATI  2 JOURNAL PREFI	(S):723 ON X PNCS	J0B#	2 TOTAL	L				
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F 2 51PNZO:  DB# 2 TOTA  DB# 3 CHAR	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA.   S SYSTEM  JOB#  INSPECTION NANCE INSPECTION NANCE INSPECTION NANCE INSPECTION S CHECK TENTION (	TECH PPS OUT CALBRATI  2 JOURNAL PREFI  TECH TIONS INCLUDING N REITS AND HOS	(S):723 ON X PNCS (S):723 LIGHTS F FOR	J08#	2 TOTAL	L				
# 2 51PNZO: DB# 2 TOT/ DB# 3 CHAI ABOR # 3 00PNZ2:	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA. S SYSTEM  JOB#  INSPECTION NANCE INSPECTION HECKS AND INSPECTION R SERVICE ADVISE	TECH PPS OUT CALBRATI  2 JOURNAL PREFI  TECH TIONS INCLUDING ON BELTS AND HOS R FOR ANY NEEDED	(S):723 ON X PNCS (S):723 LIGHTS E FOR REPAIR)	J0B#	2 TOTAL	L 				
E 2 51PNZ0: B# 2 TOTA B# 3 CHAI BOR E 3 00PNZ2:	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA. I S SYSTEM  JOB#  INSPECTION NANCE INSPECTION HECKS AND INSPECTION ( R SERVICE ADVISE)	TECH PPS OUT CALBRATI  2 JOURNAL PREFI  TECH TIONS INCLUDING ON BELTS AND HOS R FOR ANY NEEDED	(S):723 ON X PNCS (S):723 LIGHTS E FOR REPAIR)	J0B#	2 TOTAL T PRICE	L   79	35.00 4.79			
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DB# 2 TOT/ DB# 3 CHAI BOR BOR BOR	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA. I S SYSTEM  JOB#  INSPECTION NANCE INSPECTION HECKS AND INSPECTION ( R SERVICE ADVISE)  BULL	TECH PPS OUT CALBRATI  2 JOURNAL PREFI  TECH TIONS INCLUDING DN BELTS AND HOS R FOR ANY NEEDED CRIPTION 3 2.679	(S):723 ON X PNCS (S):723 LIGHTS E FOR REPAIR)	JOB#	2 TOTAL T PRICE	L   79	35.00 4.79 4.79			
# 2 51PNZO: DB# 2 TOT/ DB# 3 CHAI ABOR # 3 00PNZ2:	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA. I S SYSTEM  JOB#  INSPECTION NANCE INSPECTION HECKS AND INSPECTION ( R SERVICE ADVISE)  BULL	TECH PPS OUT CALBRATI  2 JOURNAL PREFI  TECH TIONS INCLUDING DN BELTS AND HOS R FOR ANY NEEDED CRIPTION 3 2.679	(S):723 ON X PNCS (S):723 LIGHTS E FOR REPAIR)	JOB#	2 TOTAL T PRICE	L   79	35.00 4.79			
DB# 2 TOT/ DB# 3 CHAI ABOR \$ 3 00PNZ2:	1 BODY ELI C/S THAT AIR BAI SCANNED FOR CODI RECALIBRATED PP: ALS	ECT CONCERN G LIGHT COMES ON ES AND CK DATA.   S SYSTEM  JOB#  INSPECTION NANCE INSPECTION NANCE INSPECTION CR SERVICE ADVISE BULL	TECH PPS OUT CALBRATI  2 JOURNAL PREFI  TECH TIONS INCLUDING DN BELTS AND HOS R FOR ANY NEEDED CRIPTION 3 2.679	(S):723 ON X PNCS (S):723 LIGHTS E FOR REPAIR)	JOB# UNI TOTAL LABOR PARTS	2 TOTAL T PRICE 4.7 - PARTS	L  5- 79 5	35.00 4.79 4.79 35.00			

## LINUS CADILLAC BUICK PONTIAC GMC SUZUKI

1401 U.S. HWY. 1 VERO BEACH, FLORIDA 32960 Phone (772) 582-1700 Ft. Pierce (772) 461-4125

> www.cadillacbuickverobeach.com Registration No. MV-49394







GMC



CUSTOMER NO. FOO19	<del> </del>	ADVISOR		TAG		INVOICE DATE	INVOICE NO.
52018		TOM ASPROM	ONTE LICENSE NO.	289	578	10/12/09	PNCS238931
		LABOR HAILE	LICENSE NO.	MILEAG		/SILVER _	a look No.
		YEAR / WAKE / MODEL		<del>_</del>	,	DELIVERY DATE	DELIVERY MILES
BOCA RATON, FL		06/PONTIAC	/G6/2DR CPE	GT		SELLING DEALER NO	PRODUCTION DATE
BOCA TOATON, TE			178364	4		N	1.0000. Sit Brite
		ET E.NO.		P. O. NC.		R. O. DATE	
		COMMENTS				10/12/09	
	BUSINESS PHONE	COMMENTS					
ABOR & PARTS							
# 1 03BUZ STEE	RING	TECH(S	):946		237.50		
POWER STEERI	NG LIGHT ON-NO POW	ER STEERING					
		ERING ASSIST AND MO					
PARTSQTYFP-NUMBE							
JOB # 1 1 25805	894 MO	TOR 6.605	JOB # 1 TOTAL F	181.80 PARTS	481.80 481.80		
			<b>.</b>				
		J0B # 1	TOTAL LABOR & F	PARTS	719.30		
MAMMENTS							
DELETED OPERATION(S) · · · · ·							
B5BUZ MISCELLAN	EOUS						
TOTALS						•	
FUE OUTDOE FOR CHOR CURRY		TA DDAFITA TA	T0T4)   4D4	_	207.54		
HE CHARGE FOR SHOP SUPPL HE MOTOR VEHICLE REPAIR			TOTAL LABOR TOTAL PARTS	ζ,,	237.50 481.80		
ISCELLANEOUS SHOP SUPPLI	es and / or waste	DISPOSAL AT A	TOTAL SUBLE	ΞT	0.00		
ATE OF 5% OF PARTS AND L	ABOR NOT TO EXCEED	\$50.00.	TOTAL G.O.C TOTAL MISC	à	0.00 0.00		
			TOTAL MISC	DISC	0.00		•
PLEASE VISIT OUR WEBSITE	WWW.CADILLACBUICKS	UZUKI.COM	TOTAL TAX		50.35		
ſ			TOTAL INVO	NCE \$	769.65		
			TOTAL HAVE	NOE 4	700.00		
PARTS DESIGNATED WITH AN	ASTERISK (*) INDIC	ATE LIMITED					
LIFETIME SERVICE GUARANTE	E APPLIES FOR CUST	OMER PAY REPAIRS.					
				•			
CUSTOMER SIGNATURE							
					M/M	•	

The Regnalds and Raynolds Company ERANTINVE CO

**CUSTOMER COPY** 

[ END OF INVOICE ] 02:05pm

pry 222











### **BUICK • PONTIAC • GMC TRUCKS**

2400 South Federal Highway DELRAY BEACH, FLORIDA 33483 Delray 278-3217 • W. Palm 833-9893 • Broward 427-3200 Registration No. MV-05046

				CELL:		
customer No. 43337	MARK WILLIS	542 TAG NO	255	10/16/09	PNCS 3	59404
	LABOF RATE LICENSE NO.	MILEAGE	41,284	COLOR	STOCK NO.	
ROWNEGO PEACHEL	YEAR MAKE/MODEL 06/PONTIAC/G6/2DR	CPE GT		DELIVERY DATE	DELIVERY MI	LES
10120	VEHIC 6 10 20 Z H 1 7 8 3	6 4		ELLING DEALER NO.	PRODUCTION	V DATE
Boca Ration, Fr	F. T. E. NC.	P. O. NO.		†10716/09		
BUSINESS PHONE	COMMENTS				MO:	41284
*************************************  * [] CASH [] CHECK CK NO. []  * [] VISA [] MASTERCARD [] DISCOVER  * [] AMER XPRESS [] OTHER [] CHARGE	* TOTAL :  * TOTAL :  * TOTAL :  * TOTAL :  * TOTAL :	ABOR PARTS SUBLET G.O.G MISC CHG. MISC DISC	133.00 4.79 0.00 0.00 0.00 0.00 8.96			
******************	** TOTAL II	NVOICE \$	146.75			
CUSTOMER SIGNATURE						

and Reynolds Company ELZ8114E FL607735 Q (10,05

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

**Issued by:** 

Certificate No. 1G1ZS52F15F

Chevrolet

Issue Date: May 5, 2011

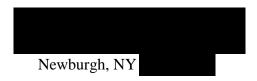
**Issued exclusively for:** 

Newburgh, NY

Valid through: November 23, 2010

Amount: One Thousand Five Hundred Dollars and Zero Cents

\*\*\*\*\$1,500.00\*\*\*\*



Dear

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

To ensure that you have the opportunity to obtain the best value possible, this certificate may be used in addition to any other retail purchase incentive programs available at the time you purchase your new vehicle. We hope you will take advantage of this special incentive offer. Simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

We are proud you made Chevrolet your choice when you purchased your 2005 Malibu and trust you will give us the opportunity to retain you as a valued Chevrolet customer. Should you have any questions regarding General Motors' products and current incentives, please call our Marketing Support department at 1-800-950-2438. You may also begin your vehicle shopping online by visiting gm.com or any of our divisional websites.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-769706024

## **GMAC**

P.O. Box 380902 BLOOMINGTON, MN 55438

FORWARDING SERVICE REQUESTED



Chevrolet Motor Division Attention: Customer Relations Manager PO Box 33170 Detroit, MI 48232

71-492452041

4823245170



P.O. Box 380901 Bloomington MN 55438

(800) 200-4622

October 20, 2009

**Chevrolet Motor Division** 

Attention: Customer Relations Manager

PO Box 33170 Detroit, MI 48232

Account No.:

103-9059-58023

Vehicle:

N05 Chevmalibu

VIN:

1G1ZS52F15F

Customer:

Fort Montgomery, NY

Dealer:

S And W Motors, Inc.(lig)

101 Maher Ln

Harriman, NY 10926

The above customer has contacted us with a complaint regarding the condition of this vehicle. We are requesting your assistance in resolving the matter as expeditiously as possible in the interest of customer satisfaction. Since GMAC has provided financing of the vehicle, please send us a copy of all correspondence concerning this account.

Your cooperation is appreciated.

Sincerely,

**Customer Service Specialist** 

Roxie Kelsey



P.O. Box 380901 Bloomington MN 55438

(800) 200-4622

### PRODUCT COMPLAINT FACT SHEET

Customer:		Account	t Number:	
Telephone:		Due:		10/22/09
		OSB:	;	\$12,431.76
Dealer: S And W I	Motors, Inc.(liq)			
Vehicle: 🔀 Reta	nil 🗌 Lease			
⊠ New	☐ Used			
Description	: N05 Chevmalib	u		
COMPLAINT RE:	□ Dealer ⊠	Product	☐ Other	☐ GMAC
TYPE OF WARRANTY:	☐ New ☐	Outside	☐ Dealer	⊠ None
WARRANTY STILL IN FO	ORCE?	YES	⊠ NO	
HAS CS RETAINED AN	ATTORNEY?	YES	$\bowtie$ NO	
NAME OF ATTORNEY:				
SUMMARY OF COMPLA wheel is defective, vehicle accessories. She called the with the vehicle. She tried GM Division and has case	stalls when drivir ne dealership but to trade in the ve	ng it and othe was informed chicle.	<u>d there</u> was r	vith the
WILL CUSTOMER CONT	INUE PAYMENT	⁻s: □ Y	ES 🗆	NO
Customer Referred to:		rer		
	O/S Warrar	ıty Co		
	☐ Arbitration	-		
•	☐ CS Attorne	·y		
CALL TAKEN BY:	Charisse C	DATE:	October 20	, 2009

### Florece

ACTION REQUESTED: Please review account and call at



P.O. Box 380901 Bloomington MN 55438

(800) 200-4622

October 20, 2009

Fort Montgomery, NY

Account No.:

This is in response to your complaint of October 16, 2009. I was sorry to learn of the problems you have experienced with your N05 Chevmalibu.

Regrettably, I cannot address your concerns directly, as GMAC's only products are the financial services we offer. However, I have referred your complaint to the Customer Relations Manager of Chevrolet Motor Division. A copy of my letter is enclosed. If you wish, you may telephone Chevrolet Motor Division directly at (800) 222-1020 or write to them at PO Box 33170, Detroit, MI 48232.

I can assure you that customer satisfaction is of primary concern to everyone connected with General Motors. We, therefore, sincerely regret learning of the difficulties you have experienced.

I appreciate the opportunity to assist you in resolving this matter, and I trust that Chevrolet Motor Division will address your concerns to your satisfaction. I hope you will consider GM and GMAC for your future automotive needs. We would be pleased to serve you.

Sincerely,

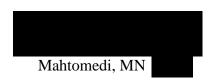
Customer Service Specialist

Roxie Kelsey

**Enclosure** 

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

May 5, 2011



Dear

Thank you for your support of Pontiac. As we agreed, the necessary paperwork has been completed and forwarded to General Motors Protection Plan (GMPP) for the Smart Care plan on your 2006 Pontiac G6, Vehicle Identification Number 1G2ZH158464 The processing time will take approximately eight weeks.

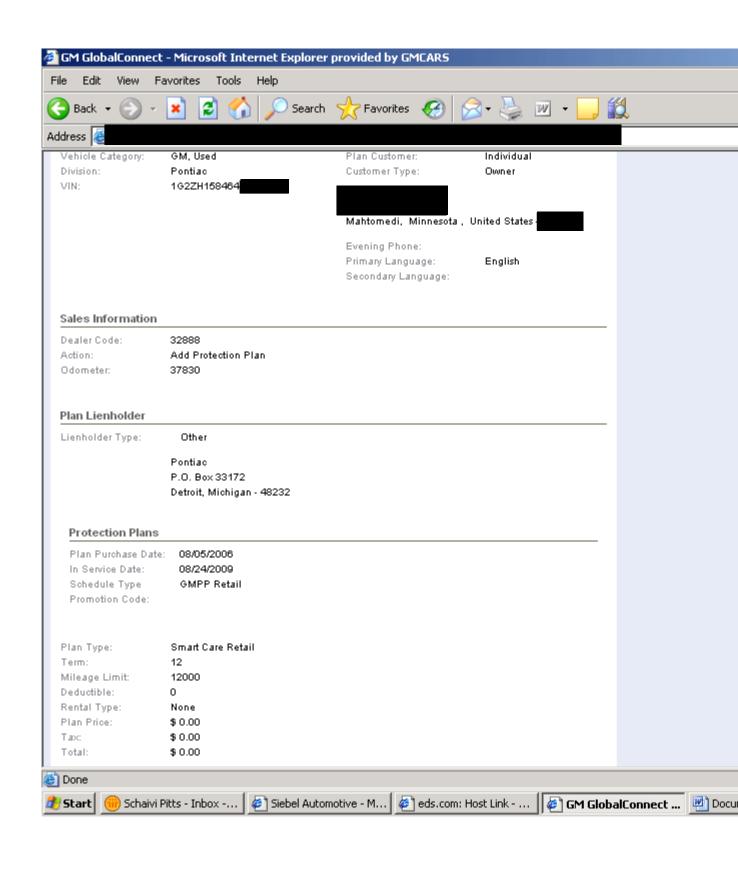
You will be notified by GMPP once the plan has been processed and you will receive complete details on your plan's coverage at that time. This letter will serve as your policy until you receive your plan confirmation. Should you require service prior to receiving your plan confirmation from GMPP, simply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

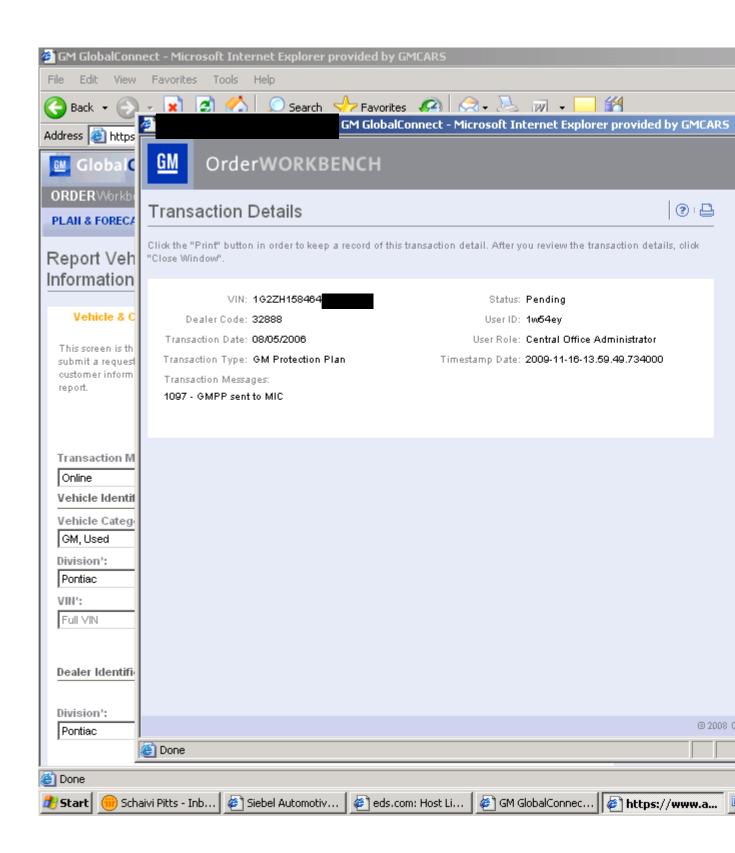
At Pontiac, our commitment to customer satisfaction is a top priority. If you have future questions, please don't hesitate to email us using the Contact Us link at Pontiac.com or call us at 1-800-762-2737.

Sincerely,

Pontiac Customer Assistance Center Service Request: 71-773459652

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







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

November 10, 2009

Attention: Matthew Kiverts 120 W. Madison Street 10<sup>th</sup> Floor Chicago, IL 60602

Service request: 71-773781430 VIN: 1G1ZH57B48F

Customer Relationship Specialist: Shannon

Dear Mr. Kiverts:

Thank you for your recent correspondence dated October 26, 2009 regarding your client, Jacquelyn Raver, 2008 Chevrolet Malibu. We are sorry your client is dissatisfied with his/her or their Chevrolet. Our continued success depends upon the satisfaction our customers receive from their vehicles.

We are concerned when we learn that a Chevrolet owner is dissatisfied with any phase of their experience with our product.

This letter is to confirm your client's scheduled repair opportunity at Starling Chevrolet located in Saint Cloud, FL. As per our conversation with the Service Manager Jim Cokos at Starling Chevrolet this repair opportunity will take place on November 17, 2009. is to speak directly with the Service Manager Jim Cokos and explain as well as demonstrate any and all concern(s) that your client is having with the 2008 Chevrolet Malibu.

If your client is unable to keep this appointment, please contact me as soon as possible so that other arrangements can be made.

Should you have any questions, please contact me at 1-866-790-5700 extension 21230 between 8:30 a.m. and 4:00 p.m. Eastern Time weekdays, and I will be happy to assist you.

Thank you again for your correspondence. We appreciate the opportunity to assist you in this matter.

Sincerely,

General Motors

cc: FILE LC0034 V10202009

## Krohn & Moss, Ltd.

(Arizone, California, Florida, Georgia, Illinoia, Indiana, Missouri, Novada, Ohio, Wisconsin)
120 W. Madison Street 10<sup>th</sup> Floor
Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
312-578-9428 Ext. 203
Writer's Direct Facsimile
(866) 431-5576
Writer's Direct E-Mail
mkiverts@consumerlawcenter.com
www.krohnandmoss.com

Writer licensed to practice only in: Illinois Florida

October 26, 2009

VIA CERTIFIED MAIL Return Receipt Requested

General Motors Company P.O. Box 33170 Detroit MI 48232-5170

RE:

v. General Motors Company

Vehicle:

2008 Chevrolet Malibu

VIN:

1G1ZH57B48F

Dear Sir or Madam:

Enclosed please find my client's Motor Vehicle Defect Notification. Please contact me directly as I represent the above-listed individuals in their Lemon Law action against your company. We will expect to hear from you within 10 days upon receipt of this letter to set up the Final Repair.

I look forward to hearing from you in the near future regarding my clients' arbitration hearing.

Sincerely

Matthew Kiverts

Attorney at Law

MK/jm

cc:

Office of the Attorney General, Lemon Law Research Unit, PL-01, The Capitol

Tallahassee, FL 32399-1050

## Motor Vehicle Defect Notification (Please print clearly in ink)

Pursuant to the Florida Lemon Law, Notice is given to the manufacturer as follows:

- X The vehicle has been out of service at least 15 days to repair one or more substantial defects.
- X 3 or more repair attempts have been made to repair the same substantial defect or condition

Description of continuing defect(s) or conditions(s): <u>Defective steering as evidenced by the power steering going out, difficulty turning the steering wheel, the jerking of the steering wheel, the constant shaking of the steering wheel, and noise coming from the steering: Defective trim as evidenced by water leaking into the right rear area of the vehicle, and the rear window gasket bubbling up.</u>

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle make: <u>Chevrolet</u> Model: <u>Malibu</u>

Date of Delivery: March 20, 2008

Year: 2008

Name and City/State of selling dealer or leasing company (if applicable) Starling Chevrolet in Saint Cloud, FL

Name and City/State of authorized service agent(s) attempting previous repairs: Starling Chevrolet in Saint Cloud, FL

Consumer:

VIN: 1G1ZH57B48F

Address:

St Cloud, FL

Home phone:

Signature:

✓ Matthey Kiverts, Attorney for the Consumer

Krohn & Moss, Ltd

120 W Madison St, 10th Floor

Chicago, IL 60602

(312) 578-9428 ext. 203

Date Mailed: October 26, 2009

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

**Issued by:** 

Certificate No. 1G1ZH57B98F

Chevrolet

Issue Date: May 6, 2011

**Issued exclusively for:** 

Perry, MI

Valid through: November 25, 2010

Amount: Eight Hundred Dollars and Zero Cents

\*\*\*\*\$800.00\*\*\*\*



Dear

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

To ensure that you have the opportunity to obtain the best value possible, this certificate may be used in addition to any other retail purchase incentive programs available at the time you purchase your new vehicle. We hope you will take advantage of this special incentive offer. Simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

We are proud you made Chevrolet your choice when you purchased your 2008 Malibu and trust you will give us the opportunity to retain you as a valued Chevrolet customer. Should you have any questions regarding General Motors' products and current incentives, please call our Marketing Support department at 1-800-950-2438. You may also begin your vehicle shopping online by visiting gm.com or any of our divisional websites.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-775546490

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

January 28, 2010

Susan Landgraf Weisberg & Meyers, LLC 5025 N Central Ave Ste 602 Phoenix, AZ 85012

RE:

v. General Motors

Service Request: 71-777480692

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B98F

Customer Relationship Specialist: Shera

Dear Ms Landgraf:

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

and

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

Sincerely,

General Motors

LG0062 V10132009 North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530 50-93 213 CHECK NO. \*\*\*\*\* DATE 02/01/10 AMOUNT 2000 M North American Operations General Motors Corporation Disbursement Account PAY TO THE PHOENIX AZ OF 7 SIGNATURE êw. Section 1 iii tuyte ( Waxaa ka Name F The Chase Manhattan Bank, N.A. Syracuse, New York AUDIT . North American Operations DETACH BEFORE DEPOSITING CHECK General Motors Corporation /ENDOR CHECK NO. Disbursements (2613) PO Box 62530 BB 000000086 ENDOR NAME AZ 85082-2530 Phoenix. 02/01/10 INVOICE AMOUNT NET AMOUNT REGISTER NO. INVOICE DATE DOC. RÉFERENCE NUMBER % DISC. DISC. AMOUNT 01/29/10 71-777480692:1-D7FZHW 00.0000 4,500.00 4,500.00 1G1ZH57B98F ma Secure Least Sign ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782 **H**3 TOTAL 4,500.00 .00 4,500.0 CERTIFIED MAIL TO



7009 2250 0000 3458 2630

02 1P \$006.496

MAILED FROM ZIP CODE 85004

Weisberg & Meyers, LLC 5025 N. Central Ave. #602 Phoenix, AZ 85012

> General Motors, LLC Chevrolet Division Attn: Legal Department P.O. Box 33170 Detroit, MI 48232

### **WEISBERG & MEYERS, LLC**

### ATTORNEYS FOR CONSUMERS

108 E. 46TH STREET
AUSTIN, TX 78751
512-436-0036
866-775-3666 (TOLL FREE)
866-317-2674 FACSIMILE
TEXAS OFFICE
WW.ATTORNEYSFORCONSUMERS.COM

EXTENSION: 116

E-MAIL: SLANDGRAF@ATTORNEYSFORCONSUMERS.COM

WRITER LICENSED IN:

TEXAS

November 11, 2009

Via Certified Mail - Return Receipt Requested

General Motors, LLC Chevrolet Division Attn: Legal Department P.O. Box 33170 Detroit, MI 48232

RE:

v. General Motors, LLC

Our Client:

Your Client: General Motors, LLC

Vehicle:

2008 Chevrolet Malibu

VIN:

1G1ZH57B98F

Our File Number:

T090087X

### Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Texas Deceptive Trade Practices Act, the Federal Magnuson-Moss Warranty Act, the State Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle.

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle. The primary non-conformities include but are not limited to:

1. Defective body electrical system;

- 2. Defective power steering; and
- 3. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose and that you breached your warranties to my client. These acts caused harm for which our client intends to seek redress.

To avoid any litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including mental anguish and our client's attorneys' fees pursuant to the feeshifting provisions of the Texas Deceptive Trade Practices Act, the Magnuson-Moss Warranty Act and/or Lemon Law. The specific amount demanded herein for these damages totals \$22,198.06. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

You are further hereby notified that should you force litigation, my client will seek treble damages against your company for its violations herein.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client needs return of the monies listed above before substitute goods can be acquired, our client reserves the right to mitigate all parties damages by cover and reserves the right to claim such damages here. 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 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 our 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) for any loss caused our client by your failure. Please also consider this letter prior direct written notification pursuant to T.C.A. § 17.505 and of our client's intent to pursue a claim pursuant to said statute. If you desire an inspection pursuant to said provision, you are hereby directed to contact this office within sixty (60) days of the date of this

letter. However, you are advised suit may be filed sixty-one (61) days after the sending of this letter, and earlier should the same be necessary to avoid the running of the statute of limitations.

In conclusion, I urge you to realize a quick resolution of this matter will save all parties a great deal of time, money and effort. To this end, although I believe the above demands are reasonable, our client remains open-minded to a diminution in value settlement, or any other suggestions for an equitable resolution you may have. I thus encourage you to contact this office at your earliest convenience with an offer for resolution. Should you fail to do so in a timely manner, I will assume you do not seek amicable resolution and will file a claim in a court of law seeking all actual and exemplary damages available.

SL/js Enc.

cc:

Susan Emploraf Attorney at Law

Best reg

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2118 S. Padre Island Drive Corpus Christi, Texas 78416 (361) 884-5234

www.allensamuelscc.com

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The Saler hereby expressly dicksims all warranties either express or implied, including any implied warranty of merchantshiny or fitness for particular purpose and the Saler neither and the sale in the assumes nor authorizes any other person to assume for it any liability in connection with the sale of each products. CREDIT SALE - The following is an offer to purchase vehicle described hereon on credit on terms described herein and authorization to obtain information to determine credit worthingss of customer.

NO CONTRACTUAL RELATIONSHIP IS HEREBY CRÉATED - Full disclasure as réquired by Federal Consumer Protection Act with be made prior to consumetion of credit transaction by purchaser's eigneture to an installment sele contract.

DATE SIGNATURE (CREDIT SALE) SALE APPROVED BY

Signature of Person Responsible or Agent for Person Responsible

329991

**Allen Samuels** CHEVROLET

						*INVOICE*				
CORPUS CHR HOME: BUS:	ISTI.	C	ONT:N/A		SE	PAGE 1 ERVICE ADVISOR:	CORPL PHONE: (3)	JS CHRISTI, T 81) 884-5234 www.allensa	SLAND DRIVE EXAS 78416-1 FAX: (361) 854	100
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NOTICE	<b>PURS</b>	UANT	TO SEC. 87	70.001	1 57/	ATEMENT OF DISCLAIMER	5500			
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the repair of the m	B seenia Notor	Comme	rce Code, §9.6	809, if payment	for for a	a itent/terms. The Seller hereby sold sclaime all warrantee, either his or implied. Including any Implied thy of merchartability or times politicular purpose. Selar neither else four authorizee any other to assume for it any his builty in choice with the select of this arms.	SUBLET AM			
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CUSTOMER SIGNATURE

TOTAL CHARGES LESS INSURANCE SALES TAX

PLEASE PAY THIS AMOUNT

329991

Allen Samuels
CHEVROLET

\*INVOICE\*

CORPUS CHR HOME: BUS:			CONT:N/A CELL:		SER'	PAGE 2 VICE ADVISOR:	CORP PHONE: (3	US CH (61) B84 WWW	l-5234 · FAX .allensamue	S 78416-110 : (361) 854-0	
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NOTICE PURSUANT TO SEC. §70.001, TEXAS PROPERTY CODE	STATEMENT OF DISCLAIMER The factory warranty constitutes all of	DESCRIPTION	TOTALS
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I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is this		PARTS AMOUNT	
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· · · · · · · · · · · · · · · · · · ·		SALES TAX	
Signature of Parson Responsible or Agent for Person Responsible	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

329991

Allen Samuels
CHEVROLET

\*INVOICE\*

CORPUS CHR HOME: BUS:	ISTI	,	CONT:N/A CELL:		SER	PAGE 3		CORPU IONE: (36	8 S. PADRE ISL S CHRISTI, TEX 1) 884-5234 · FA Www.alleneamu HUTCHINS	AS 78416-110 X: (361) 854-0	0 1655
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\*\*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS.REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY.ASK ABOUT OUR LIFETIME GUARANTEED PARTS.WE APPRECIATE YOUR BUSINESS.PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS.

NOTICE PURSUANT TO SEC. \$70.001, TEXAS PROPERTY CODE	STATEMENT OF DISCLAIMER The factory warranty constitutes all of	DESCRIPTION	TOTALS
am the person or agent enting on behalf of the access of	the same The Sales to the sale	LABOR AMOUNT	21.95
I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is subject to the repair	expressly disclaims oil warrances, either	PARTS AMOUNT	18,00
			0.00
the repair of the motor vehicle by a check money arter as	passimes nor authorizes any other	SUBLET AMOUNT	0.00
		* SHOP SUFFLES/DISPOSALFEES	0.00
no funds, or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or		TOTAL CHARGES	39.95
the credit card eccount has been closed.		LESS INSURANCE	0.00
Signature of Person Responsible or Agent for Person Responsible		SALES TAX	1.49
The state of the s	CUSTOMER BIGNATURE	PLEASE PAY THIS AMOUNT	41 44

THOP SUPPLES DISPOSAURES WE HAVE DETERMINED THAT IT IS NOT PRACTICAL TO ITEMZE IN DETAIL THE VARIOUS MEDICALLANDOUS SUPPLES, MATERIALS AND COSTS INCURREDON EACH REPAIR DOS. BATHER EXPERIENCIALS SHOWN THAT THE USE OF A STANDARD CHARGE, WHICH IS LESS THAN OUR AVERAGE COST FOR SUPPLIES MATERIALS AND DEPONDED FACH REPAIR DOS AND CHARGE WAS EXPENDED FOR THE STANDARD CHARGE WAS EXPENDED FOR SUCH TRIBLES AS MOST NUTS, BOTH THE STANDARD CHARGE WAS EXPENDED FOR SUCH TRIBLES AS MOST NUTS, BOTH THE STANDARD CHARGE WAS THE STANDARD CHARGE WAS EXPENDED FOR SUPPLIES AND THE REPAIR OF YOUR VEHICLE, LINESS OTHERWISE ITEMSZED.

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332779

Allen Samuels
CHEVROLET

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\*\*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS.REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY.ASK ABOUT OUR LIFETIME GUARANTEED PARTS.WE APPRECIATE YOUR BUSINESS.PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS.
\*\*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\*\*

#### TEXAS PROPERTY CODE I am the person or agent setting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair of the warrantes with respect to the sale agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, §8.809, if payment for the repair of the motor vehicle by a check, money order, or a credit cand transaction is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or the credit card account has been closed. NOTICE PURSUANT TO SEC. §70.001, TEXAS PROPERTY CODE STATEMENT OF DISCLAIMER DESCRIPTION TOTALS LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 SHOP BUPPUES/DISPOSALFEE 0.00 TOTAL CHARGES 0.00 LESS INSURANCE 0.00 SALES TAX 0.00 Signature of Person Responsible or Agent for Person Responsible CUSTOMER SIGNATURE PLEASE PAY 0.00

332274

Allen Samuels
CHEVROLET

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CAR BUSINESS.REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY.ASK ABOUT OUR LIFETIME GUARANTEED PARTS.WE APPRECIATE YOUR BUSINESS.PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS.
\*\*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\*\*\*

NOTICE PURSUANT TO SEC. §70.001,	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
TEXAS PROPERTY CODE	The factory warranty constitutes all of the warrantes with respect to the sale	LABOR AMOUNT	0.00
i am the person or agent acting on behalf of the person who is	of this semisterns. The Seller nereby expressly disclaims all warminities, either	PART\$ AMOUNT	0.00
obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is subject to repossession in	express or implied, including any implied warranty of merchantability or fitness.	GAS, OIL, LUBE	0.00
- accordance with Elicinate & Commerce Code - E0 500 - V security to	. IVOY 3 DALTACULINI DILITICONO. SAURI MODINEY	SUBLET AMOUNT	0.00
the repair of the motor vehicle by a check, money order, or a credicand transaction is stopped, dishonored because of insufficient funds.	person to assume for it any liability in	*SHOP SUPPLIES/DISPOSALFEES	0.00
no funds, or because the maker or drawer of the order or the credi	Reminera.	TOTAL CHARGES	0.00
card holder has no account or the account upon which it is drawn of the credit card account has been closed.	r	LESS INSURANCE	0.00
		SALES TAX	0.00
Signature of Person Responsible or Agent for Person Responsible	CUSTOMER BIGNATURE	PLEASE PAY THIS AMOUNT	0.00

340610



\*INVOICE\*

CORPUS CHI HOME: BUS: COLOR	YEAR	CEI	IT:N/A L: KE/MODEL		SE	PAGE RVICE A	_	CORP	118 S. PADRE IS US CHRISTI, TE 61) 884-5234 · F Www.allensan HUTCHINS	XAS 78416-110 AX: (381) 854-0	0 655
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	I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair	of this stemystems. The Seller hereby expressly discisins all werrenties, either	PARTS AMOUNT	
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	the repair of the motor vehicle by a check, money order, or a cre- card transaction is stopped, dishonored because of insufficient fund	person to assume for it any liability in	· SHOP SUPPLIEB/DISPOSALFEES	**********
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			SALES TAX	
	Signature of Person Responsible or Agent for Person Responsible	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

340610

Allen Samuels CHEVROLET

\*INVOICE\*

CORPUS CHR HOME BUS:	ISTI.	TX CONT:N/A CELL: MAKE/MODEL		2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100 PAGE 2 PHONE: (361) 884-5234 · FAX: (361) 854-0855 www.allensamuels.com SERVICE ADVISOR: 236 BJ HUTCHINS							
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\*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS.REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY.ASK ABOUT OUR LIFETIME GUARANTEED PARTS WE APPRECIATE YOUR BUSINESS, PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS. \*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\*

NOTICE PURSUANT TO SEC. §70.001, TEXAS PROPERTY CODE

I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vahicle subject to the repair sarpass or impled, including any implied agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, \$9.609, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order or the credit card transaction as account or the account upon which it is drawn or card holder has no account or the account upon which it is drawn or the credit card account has been closed.

Signature of Person Responsible or Agent for Person Responsible

STATEMENT OF DISCLAIMER The fectory werranty constitutes all of

CUSTOMER SIGNATURE

DESCRIPTION TOTALS LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 8HOP SUPPLIES/DISPOSALFEE 0.00 TOTAL CHARGES 0.00 LESS INSURANÇE 0.00 SALES TAX 0.00

PLEASE PAY THIS AMOUNT 0.00

'SHOP, SUPPLIES/DISPORAIS EES/WE HAVE DETERMINED THAT IT IS NOT PRACTICAL TO ITEMAZE IN DETAX. THE VARIOUS MISCELLANEOUS AND COSTS INCURREDON EACH REPARAGE. RATHER, EXPERIENCES AND TOTAL LASH CHARGE WHICH IS LESS THAN OUR EVERAGE COST FOR SUPPLIES MATTERIALS, AND DESPONDENT FOR THE PARAGED FOR THE PARAGED FOR THE STANDARD CHARGE WHISE SEEN SET AT 15% OFFICE AND CHARGE WHISE OFFICE TO A MADDING OF SEC. THE STANDARD CHARGE WHISE SEEN SET AT 15% OFFICE AND HAZARDOUS WASTE DISPOSAL FEES INCURRED IN THE REPAIR OF YOUR VEHICLE, UNLESS OTHERWISE ITEMAZED.

345310

Allen Samuels
CHEVROLET

INVOICE

CORPUS CHE	ISTI	, тх	CONT:N/A CELL:		SER\	PAGE 2	CORPL PHONE: (36	18 S. PADRE ISLA JS CHRISTI, TEXA 51) 884-5234 - FAX Www.allensemue HUTCHINS	S 78416-110 (: (361) 854-0	
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NOTICE PURSUANT TO SEC. \$70.001, TEXAS PROPERTY CODE	STATEMENT OF DISCLAIMER The factory warmenty constitutes all of	DESCRIPTION LABOR AMOUNT	TOTALS
i am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor validate subject to the	the warranties with respect to the sale of this item/items. The Seller hereby expressly decisines all worranties, either between or knowled including an express or knowled including a seller hereby expression and the selle		0.00
agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, \$9.609, if payment for	warranty of merchantability or fitness for a particular purpose. Seller neither	GAS, OIL, LUBE	0.00
accordance with Business & Commerce Code, \$9.609, if peyment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the material funds.	essumes nor authorizes any other person to assume for it any fisblity in	*SHOP SUPPLIES/CISPOSALFEE	0.00
card holder has no account or the account upon which is in de-		TOTAL CHARGES	0.00
the credit card account has been closed.		LESS INSURANCE	0.00
Signature of Person Responsible of Agent for Person Responsible	CUSTOMER SIGNATURE	SALES TAX	0.00
THOP SUPPLES DISPOSAL PETS ME HAVE DETERMINED.	GOOTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

SURVEY CARDS AS THEY ARE OUR REPORT CARDS.

345310

Allen Samuels
CHEVROLET

INVOICE

CORPUS CHRISTI TX HOME: CONT:N/A BUS: CELL: COLOR YEAR MAKE/MODEL					2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78418-1100 PHONE: (361) 884-5234 · FAX: (361) 854-0855  www.allgnsamuels.com SERVICE ADVISOR: 236 BJ HUTCHINS							55		
COLOR	TEAR	MARE/MODEL					VIN		LICENS		MILEAGE IN/ OUT TAG			
15 SANDSTO						I57B98E					/21255 T784			
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Signature of Person Resp	onsible or A	gent for I	Person Responsible		<u> </u>	CUS	TOMER SIGNA	TURE	PLEASE P	AY	<del>-</del>			



#### VIA FAX ONLY

November 19, 2009

Susan Landgraf, Esq. Weisberg & Meyers, LLC 108 E 46th St Austin, TX 78751

RE:

Service Request: 71-777480692 2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B98F

Customer Relationship Specialist: Elisa

Dear Ms. Landgraf:

This is to advise that General Motors is in receipt of the above referenced case dated November 11, 2009. 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

**GMAC Finance agreement** 

Other: Customer Incentive Acknowledgement Form

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

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

Sincerely,

General Motors

### RELEASE OF LIEN INFORMATION

I	,
(Client's Name)	,
hereby authorize	
hereby authorize(Lien holder Nam	ne)
(Lien holder Address)	(Lien holder Phone Number)
to release any and all information regarding	ng my loan account #(Account Number)
	(Account Number)
with	
(Lien holder Name)	
	at not limited to a complete payment history of my account, a
Date	
VEH	HICLE INFORMATION
The current vehicle mileage is	Date mileage read:
Signature	Signature
LG0006	

V10142009



#### VIA FAX ONLY

November 19, 2009

Robert Treviño Allen Samuels Chevrolet Po Box 4877 Corpus Christi, TX 78469-4877

RE:

Service Request: 71-777480692

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B98F

Customer Relationship Specialist: Elisa

#### Dear Robert Treviño:

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

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

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If any questions should arise please feel free to contact me at 1-866-790-5700 ext 21312 and fax 1-866-508-1969Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors



to

Elisa artiz

company

fax #

1-866-508-1969

phone #

comments

Ros for

frem

Robert Levino

**Allen Samuels Chevrolet** 361 / 884-5234 1-800-876-9769

361/806-5144 fax

361/815-3764 24-Hour Towing

date

11-20-09

# Pagos (including cover)

Allen Samuels

Your Friends in the Car Business

2118 s padro Island dr - corpus christi, ir 78416 www.eilonsumasis.com

Signature of Person Responsible or Agent for Person Responsible

CUSTOMER #: 8F 345310 Allen Samuels Chevrolet 2118 S. PADRE ISLAND DRIVE ACCOUNTING CORPUS CHRISTI, TEXAS 78416-1100 PHONE: (361) 884-5234 - FAX: (361) 854-0855 CORPUS CHRISTI www.allensamuels.com PAGE 1 HOME  $\overline{ONT}: N/A$ BUS: ELL: SERVICE ADVISOR: 236 BJ HUTCHINS COLOR TEAR MAKE/MODEL LICENSE MILEAGE IN/ OUT TAG 15 SANDSTO 08 CHEVROLET MALIBU 1G1ZH57B98F 21250/21255 **T7844** DEL DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 31MAR08 DD 17:12 12OCT09 0.00 CASH 120CT09 R.O. OPENED READY STK:8F211123 ENG:LE5\_2.4\_L4 TRN:MN5\_AUTO OPTIONS; 09:36 12OCT09 15:52 12QCT09 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL A VEHICLE WONT START JUST CRANKS CAUSE: SEE STORY Z2220 FUEL TANK, FUEL SENDER, FUEL PUMP, FUEL SENSOR (EFFECTIVE 01APR09) 4474 WCI 3.51 1.90 5320 15337 153.37 153.37 1 19179818 W-MODULE KI 26586 37220 531.71 372.20 372.20 FC: 1Y PART#: 19179818 COUNT: 1 CLAIM TYPE: AUTH CODE: PN26586 37220 TPARTS 15337 TLABOR 5320 SUBL APOLLO TOWING INV# 66052, PO# 272217 PO#272217 WCI 6000 6000 VERSION 1 (EMP# 4474,120CT09 15:13): 21255 OPEN IN FUEL PUMP HAD 0 PSI 60.00 60.00 FUEL PRESSURE HAD POWER AND GROUND AT PUMP L1200 2.00 R&R GAS TANK AND REPLACE FUEL PUMP MODULE B APOLLO TOWING \_ \_ ... CAUSE: E 68 SUBLET FOR REPAIRS 4474 WCI 0.00 0.00 0 0 0.00 0.00 0 0 TPARTS ٥ TLABOR C GOODWRENCH MAINTENANCE CHECK GMC GOODWRENCH MAINTENANCE CHECK 4474 ΙC 0.00 0 0 0.00 0.00 D TIRE TREAD DEPTH READINGS TIRE TIRE TREAD DEPTH READINGS 4474 IC 0.00 0.00 ٥ 0.00 0.00 E\*\* CRUISE CONTROL NOT WORKING AT TIMES -PARTS IN CAUSE: SEE STORY C8800 STEERING WHEEL INFLATABLE RESTRAINT MODULE NOTICE PURSUANT TO SEC. §70.001, STATEMENT OF DISCLAIMER TEXAS PROPERTY CODE

I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair accordance with Business & Commerce Code, §9.609, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds, or because the maker or drawer of the order or the credit card holder has no account or the account worm with the sale of this item/isens. The Seller hereby expressly disclaims all warmnites, either expressly disclaims. The Seller hereby to the variety warmnites with respect to the express or implied, including any implied of the warmnites, either expressly disclaims. The Seller hereby to the part of the preson or a cr DESCRIPTION TOTALS LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT SHOP SUPPLIES/DISPOSALFEE: TOTAL CHARGES card holder has no account or the account upon which it is drawn or the credit card account has been closed. LESS INSURANCE

CUSTOMER SIGNATURE

SALES TAX

PLEASE PAY THIS AMOUNT CUSTOMER #: 8F

345310

# Allen Samuels Chevrolet

#### ACCOUNTING

2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100

CORPUS CHRISTI. TX HOME CO	ONT:N/A		PAGE 2		PHONE: (36)	) 884-5234 · FAX www.allensamue	: (361) 854-0855 ds.com
	LL:	SEF	RVICE ADV	ISOR:	236 BJ E	TUTCHINS	
- SSECR PEAR WIL	AKE/MODEL		VIN		LICENSE		IN/ OUT TAG
15 SANDSTC 08 CHEVR DEL DATE PROD. DATE W.			57B98F			21250/2	1255 T7844
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09:36 12OCT09 15:52 LINE OPCODE TECH TYP COIL REPLA	120CT09 E A/HRS S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
4474 WC 1 15925947 CC FC: 6F	I 0.00 0.80	2240 5171	6458 7239	0	<b>7</b> 3.87	64.58 72.39	64.58 72.39

FC: 6F

PART#: 15925947

COUNT: 1 CLAIM TYPE: AUTH CODE OJ

5171

7239 TPARTS

2240

6458 TLABOR

VERSION 1 (EMP# 4474,120CT09 15:14): 21255 OPEN IN SIR COIL CB800 1.00 R&R STEERING WHEEL AND REPLACE SIR COIL ASSEMBLY

\*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY. ASK ABOUT OUR LIFETIME GUARANTEED PARTS WE APPRECIATE YOUR BUSINESS. PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS. \*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\*

DATE 10-12-09	START 11:43	FINISH 15:14	DURATION 3.51	TYPE W	TECH 4474	LINE(S)	CHG	
ACCOUNT 46200 46601 26300	SALE 21795 6000 72254	COST 7560 6000 *****	CONTR	OL	ACCOUNT 48000 46300 66000	SALE 44459 0	COST 31757 0	CONTROL

COST, SALE, & COMP TOTALS <u>45317 ...... 72254</u> . NOTICE PURSUANT TO SEC. §70.001, STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER
The factory warrenty constitutes all of
the warrantiss with respect to the sale
of this item/Items. The Seller hereby
expressly disclaims all warraniles, either
express or implied, including any implied
warranty of merchantability or fitness
for a particular purpose, Seller neither
assumes nor authorizes any other
person to assume for it any liability in
connection with the sale of this
item/items. DESCRIPTION TOTALS TEXAS PROPERTY CODE I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, \$9.609, If payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds. LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 SHOP SUPPLIES/DISPOSALFEES 0.00 connection dem/items. no funds, or because the maker or drawer of the order or the credit **TOTAL CHARGES** 0.00 card holder has no account or the account upon which it is drawn or LESS INSURANCE 0.00 the credit card account has been closed. SALES TAX Signature of Person Responsible or Agent for Person Responsible 0.00 CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

0.00 SHOP SUPPLIESDISPOSALFEES: WE HAVE DETERMINED THAT IT IS NOT PRACTICAL TO ITEMIZE IN DETAIL THE VARIOUS MISCELLANEOUS SUPPLIES MATERIALS AND COSTS INCURREDON EACH REPAIR OF A SYNDRAM OF A

CUSTOMER :	#: 8F						340610 CCOUNT	[NG	211	18 S	Muels : PADRE ISLAI :HRISTI, TEXA	ND DRIVE	
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NOTICE PURSUANT TO SEC. §70.001, TEXAS PROPERTY CODE  I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, §9.609, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or the credit card account has been closed.  Signature of Person Responsible or Agent for Person Responsible	express or implied, including any implied warranty of merchantability or filness for a particular purpose. Seligr neither assumes nor authorizors any other person to assume for it any liability in connection with the sale of this literality.	PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT	TOTALS
	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER #: 8F 340610 Allen Samuels Chevrolet ACCOUNTING 2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100 PHONE: (361) 884-5234 · FAX: (361) 854-0855 CORPUS CHRISTI www.allensamuels.com TXPAGE 2 HOME: CONT: N/A BUS: CELL: SERVICE ADVISOR: 236 BJ HUTCHINS COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN/ OUT TAG 15 SANDSTO 80 CHEVROLET MALIBU 1G1ZH57B98F2 19500/19617 **ゴ**50 PROD, DATE WARR, EXP. DEL DATE PROMISED PO NO. RATE PAYMENT INV. DATE 31MAR08 DD 14:54 01SEP09 CASH 17AUG09 R.O. OPENED READY STK:8F1 OPTIONS: ENG:LE5 2.4 L4 TRN:MN5 AUTO 16:31 13AUG09 11:19 17AUG09 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL \*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY ASK ABOUT OUR LIFETIME GUARANTEED PARTS WE APPRECIATE YOUR BUSINESS, PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS. \*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\* DATE START FINISH DURATION TYPE TECH LINE(S) CHG 08-15-09 10:40 11:41 1.01 W 4474 ACCOUNT SALE COST CONTROL ACCOUNT SALE COST CONTROL 46200 6458 2240 48000 33726 24090 26300 40184 \*\*\*\*\*

COST, SALE, & COMP TOTALS 40184 NOTICE PURSUANT TO SEC. §70.001, STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER
The factory warranty constitutes all of
the warranties with respect to the sale
of this item/items. The Seller hereby
expressly disclaims all warranties, either
express or implied, including any implied
warranty of merchantability or fitness
for a particular purpose, Seller neither
assumes nor authorizes any other
person to assume for it any liability in
connection with the sale of this
item/items. DESCRIPTION TOTALS **TEXAS PROPERTY CODE** LABOR AMOUNT I am the person or agent acting on behalf of the person who is 0.00 PARTS AMOUNT obligated to pay for the repair of the motor vehicle subject to the repair 0.00 agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, §9.609, if payment for GAS, OIL, LUBE 0.00 the repair of the motor vehicle by a check, money order, or a credit card transection is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order or the credit SUBLET AMOUNT 0,00 SHOP SUPPLIES/DISPOSALFEE 0.00 connection terr/items. **TOTAL CHARGES** 0.00 card holder has no account or the account upon which it is drawn or LESS INSURANCE the credit card account has been closed. 0.00 SALES TAX Signature of Person Responsible or Agent for Person Responsible 0.00 CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT 0.00

CUSTOMER #: 8F 334344 Allen Samuels Chevrolet ACCOUNTING 2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100 PHONE: (361) 884-5234 · FAX: (361) 854-0855 www.allensamuels.com CORPUS CHRISTI PAGE 1 HOME CONT:N/A BUS: CELL: SERVICE ADVISOR: 485 ROBERT TREVINO COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN/ OUT TAG 15 SANDSTO 08 CHEVROLET MALIBU 1G1ZH57B98F 15911/15911 ปา 9 DEL DATE PROD. DATE WARR, EXP. **PROMISED** PO NO. RATE PAYMENT INV. DATE 31MAROS DD 11:24 30MAY09 0.00 CASH **COMULEO** R.O. ÖPENED READY OPTIONS: STK: 8F211123 ENG: LE5 2.4 L4 TRN: MN5 AUTO 11:07 29MAY09 16:41 03JUN09 LINE OPCODE TECH TYPE A/HRS S/HRS SALE COMP LIST NET TOTAL A SUBLET FOR RENTAL LEFT OFF 332779 CAUSE: E Z7901 1 DAY RENTAL KL1TD56E39B308256 485 WCI 0.00 0.00 0 0 0.00 0.00 FC: 98 PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: ΜJ 0 TPARTS ٥ 0 TLABOR SUBL ENTERPRISE INV#105987 PO#262914 PO#262914 WCI 3000 3000 30.00 VERSION 1 (EMP# 4794,03JUN09 16:38): 15911 RENTAL CAR- REF RO# 332779, 30.00 5/09/09, 15910 MILES. \*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS.REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY ASK ABOUT OUR LIFETIME GUARANTEED PARTS.WE APPRECIATE YOUR BUSINESS. PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS. \*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\* \*\*\* NO RO PUNCH TIMES ON FILE \*\*\* ACCOUNT SALE COST CONTROL ACCOUNT SALE COST CONTROL 46200 0 Ď 46601 3000 3000 26300 3000

COSI, SALE, & COMP TOTALS 300	00 3000 o		
NOTICE PURSUANT TO SEC. §70.001, TEXAS PROPERTY CODE	STATEMENT OF DISCLAIMER The factory warranty constitutes all of	DESCRIPTION	TOTALS
am the person or agent toting on behalf of the assess of	IIDA regressios velb socaras a classicas.	LABOR AMOUNT	0.00
I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is published to provide the repair agreement.	expressly disclaims all warranties, either		0.00
as a subject to tepossession in	IWATTANTO Of Merchantability or filease	AVA OIL CODE	0.00
accordance with Business & Commerce Code, \$9.609, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of incufficient fields.	ror a particular purpose. Seller neither assumes nor sulhorizes any other	SUBLET AMOUNT	0.00
		*SHOP SUPPLIES/DISPOSALFEES	0.00
The first of the credit	IKODVIETNS.	TOTAL CHARGES	0.00
card holder has no account or the account upon which it is drawn or the credit card account has been closed.		LESS INSURANCE	0.00
Signature of Person Responsible or Agent for Person Responsible		SALES TAX	0.00
2	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 8F 332779 Allen Samuels Chevrolet ACCOUNTING 2118 \$. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100 PHONE: (361) 884-5234 · FAX: (361) 854-0855 DUPLICATE 1 www.allensamuels.com CORPUS CHRISTI. PAGE 1 HOME: CONT:N/A BUS: CELL: SERVICE ADVISOR: 236 BJ HUTCHINS COLOR MAKE/MODEL YEAR LICENSE MILEAGE IN/ OUT TAG 15 SANDSTO 80 CHEVROLET MALIBU 1G1ZH57B98F 15910/15911 TI3780 DEL DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATÉ PAYMENT INV. DATE 31MAR08 DD 10:42 11MAY09 0.00 CASH **COMULEO** R.O. OPENED READY STK:8F OPTIONS: ENG:LE5 2.4 L4 TRN:MN5 AUTO 12:01 11MAY09 09:45 09MAY09 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL A CUST STATES HEARING A NOISE IN THE STEERING ON TURNS PARTS IN CAUSE: SEE STORY E9448 REPOSITION I-SHAFT TO CORRECT NOISE PER BULLETIN 4474 WCI 0.00 0.30 2422 24.22 24.22 1 26098237 LUBE KIT 793 1110 13.90 11.10 11.10 FC: 2L PART#: 26098237 COUNT: 1 CLAIM TYPE: AUTH CODE: NP793 1110 TPARTS 840 2422 TLABOR VERSION 1 (EMP#:4474,11MAY09 08:16): 15910 INTERMEDIATE STERING SHAFT POPPING E9448 0.30 LUBEBRICATE AND REPOSITION INTERMEDIATE STEERING SHAFT B 7/32'S TIRE WEAR YELLOW TIRE7 7/32'S TIRE WEAR YELLOW 4474 ΙÇ 0.00 0.00 O 0.00 0.00 \*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS.REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY.ASK ABOUT OUR LIFETIME GUARANTEED PARTS.WE APPRECIATE YOUR BUSINESS, PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS. \*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\* \*\*\* NO RO PUNCH TIMES ON FILE \*\*\* ACCOUNT SALE COST CONTROL ACCOUNT SALE COST CONTROL 46200 2422 840 48000 1110 793 46300 0 0 26300 3532 66000 0 COST, SALE, & COMP TOTALS 1633 3532 NOTICE PURSUANT TO SEC. §70.001, STATEMENT OF DISCLAIMER DESCRIPTION TOTALS The factory warranty constitutes all of the warrantles with respect to the sale of this item/tems. The Selfer hereby expressly disclaims all warrantles, either express or implied, including any implied warrantly of merchantability or fitness for a particular purpose. Selfer neither assumes nor authorizes any other person to assume for it any liability in compection: with "the sale of this item/tiems. TEXAS PROPERTY CODE LABOR AMOUNT 0.00 I am the person or agent acting on behalf of the person who is PARTS AMOUNT 0.00 obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, §9.609, if payment for GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonered because of insufficient funds. SHOP SUPPLIES/DISPOSALFEE: 0.00 no funds, or because the maker or drawer of the order or the credit **TOTAL CHARGES** 0.00 card holder has no account or the account upon which it is drawn or LESS INSURANCE 0.00 the credit card account has been closed. SALES TAX 0.00 Signature of Porson Responsible or Agent for Person Responsible CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT 0.00 SHOP SUPPLIESDISPOSAIFEES:WE MAYE DETERMINED THAT IT IS NOT PRACTICAL TO ITÉMIZE IN DETAIL THE VARIOUS MISCELLANEOUS SUPPLIES MATERIALS AND COSTS INCURREDON EACH REPAIRIOS. PATHER EXPERIENCIOAS SHOWN THAT THE USE OF A STANDARD CHARGE, WHICH IS LESS THAN OUR AVERAGE COST FORSUPPLIES MATERIALS. AND DISPOSAL FEGS INCURREDON EACH REPAIR ONDER IS NORE EFFICIENT. THE AMOUNT OF THIS STANDARD CHARGE COVERS THE COST OF SUPPLIES AS USEST NUTS. BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAG, SCLUCHT, RAGS, CLEANERS, TOWELS, SOLDER WIRE. SEALERS, CLEANERS, TOWELS, SOLDER WIRE. SEALERS, CONTROL OF THE REPAIR OF YOUR VEHICLE. UNLESS OTHERWISE ITEMIZED.

CUSTOMER #: 8F 332274 Allen Samuels Chevrolet ACCOUNTING 2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100 PHONE: (361) 884-5234 · FAX: (361) 854-0855 CORPUS CHRISTI, TX www.allensamuels.com PAGE 1 HOME CONT:N/A BUS: CELL: SERVICE ADVISOR: 236 BJ HUTCHINS MAKE/MODEL COLOR YEAR LICENSE MILEAGE IN/ OUT TAG 15 SANDSTO 08 CHEVROLET MALIBU 1G1ZH57B98F 15792/15792 T**I3**693 PROD. DATE WARR. EXP. DEL DATE PROMISED PO NO. RATE PAYMENT INV. DATE 31MAROS DD WAIT 04MAY09 0.00 CASH 04MAY09 R.O. OPENED READY OPTIONS: ENG:LE5 2.4 L4 TRN:MN5 AUTO 07:46 04MAY09 09:15 04MAY09 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TÓTAL A CUST STATES SHE STILL HEARS A CLUNK NOISE IN STEERING IN REVERSE AND ON TURNS CAUSE: E 100 PARTS ORDER 4474 WCI 0.84 0.00 0.00 FC: PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: 0 0 TPARTS Ò O TLABOR VERSION 1 (EMP# 485,04MAY09 09:14); 15792 PARTS ORDER B 10/32'S TIRE WEAR GREEN TIRE10 10/32'S TIRE WEAR GREEN 4474 IC 0.00 0:00 Ò O 0.00 \*\*\*\*\*THANK YOU FOR USING YOUR FRIEND IN THE CAR BUSINESS REMEMBER ALL OF OUR WORK CARRIES A 12 MONTH 12,000 MILE WARRANTY.ASK ABOUT OUR LIFETIME GUARANTEED PARTS.WE APPRECIATE YOUR BUSINESS. PLEASE TAKE THE TIME TO FILL OUT THE SURVEY CARDS AS THEY ARE OUR REPORT CARDS. \*\*\*\*\*\*\*THANK YOU FOR YOUR BUSINESS.\*\*\*\*\*\* DATE START FINISH DURATION TYPE TECH LINE(S) CHG 05-04-09 08:23 09:13 0.84 W 4474 Α ACCOUNT SALE COST. CONTROL . " ACCOUNT SALE COST CONTROL 46200 Ō Ο 46300 0 26300 0 66000 0

COST, SALE, & COMP TOTALS	0 0 0		
NOTICE PURSUANT TO SEC. \$70.001, TEXAS PROPERTY CODE	STATEMENT OF DISCLAIMER The factory warranty constitutes all of	DESCRIPTION	TOTALS
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I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is cubical to the repair agreement.	expressly disclaims all warranties, either		0.00
			0.00
accordance with Business & Commerce Code, §9.609, if payment for the repair of the motor vehicle by a check, money order, or a free control transaction is stopped, disposered because of insufficient control.	essumes nor authorizes any other	SUBLET AMOUNT	0.00
card transaction is stopped, dishonored because of insufficient funds	person to assume for it any liability in	*SHOP SUPPLIES/DISPOSALFEE	
no funds, or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or	prem/gems,	TOTAL CHARGES	0.00
the credit card account has been closed.		LESS INSURANCE	0.00
Signature of Person Responsible or Agent for Person Responsible	CUSTOMER SIGNATURE	SALES TAX	0.00
	OOD OWER ENGINEERING	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 8F

329991

# Allen Samuels Chevrolet

ACCOUNTING

2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100

		·" ·	70.00		_	. " '.	San San San		PHONE: (36	1) 884-5234 · FA		0855
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CUSTOMER #	: 8F					329991		Allen S	amuel	s Chevi	olet
					<i>)</i> A	CCOUNT		2118 CORPUS PHONE: (361	8 S. PADRE IS 8 CHRISTI, TE ) 884-5234 · F	SLAND DRIVE EXA\$ 78416-110 FAX: (361) 854-0	0
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				LI	FETIME	GUARAN	TLEED B	E WAKKAN DOTS WE	TI.ASK .	ABOUT OUR ATE YOUR	•
				BU	SINESS	. PLEASE	TAKE	THE TIME	TO FIL	L OUT THE	
				SU.	RVEY C	ARDS AS	THEY	ARE OUR	REPORT (	CARDS.	
				**	*****	THANK Y	OU FOR	YOUR BU	SINESS.	*****	
NOTIC	E PURSI	UANT TO SEC. §	70.004			TEMENT OF I			HOTELON.		
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NOTICE PURSUANT TO SEC. §70.001,	STATEMENT OF DISCLAIMER The factory warranty constitutes all of	DESCRIPTION	TOTALS
TEXAS PROPERTY CODE	The warranties with respect to the sale	LABOR AMOUNT	<u> </u>
I am the person or egent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair	expressly discialina all warranties, either		
agreement. I understand that the vehicle is subject to repossession in	Iwarranty of merchantability or filness	WAN, VIC, LUBE	
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card transaction is stopped, dishonored because of insufficient funds.	person to assume for it any liability in connection with the sale of this	* 9HOP SUPPLIES/DISPOSALFEES	
no funds, or because the maker or drawer of the order or the credit	item/items.	TOTAL CHARGES	
card holder has no account or the account upon which it is drawn or the credit card account has been closed.		LESS INSURANCE	
Signature of Person Responsible or Agent for Person Responsible	CUSTOMER SIGNATURE	SALES TAX	
2	COSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

CUSTOMER #: 8F

329991

## Allen Samuels Chevrolet

ACCOUNTING

2118 S. PADRE ISLAND DRIVE CORPUS CHRISTI, TEXAS 78416-1100

PHONE: (361) 884-5234 - FAX: (361) 854-0855 www.allensamuels.com CORPUS CHRISTI, TX PAGE 3 HOME CONT:N/A BUS: CELL: SERVICE ADVISOR: 236 BJ HUTCHINS COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN/ OUT TAG 15 SANDSTO 80 CHEVROLET MALIBU 1G1ZH57B98F 14804/14805 T3454 PROD. DATE WARR. EXP. DEL DATE PROMISED PO NO. RATE PAYMENT INV. DATE 31MARO8 DD 10:36 04APR09 0.00 MC/V 08APR09 R.O. OPENED READY OPTIONS: STK:8F211123 ENG:LE5 2 4 L4 TRN:MN5 AUTO 08:16 03APR09 09:16 08APR09 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TÖTAL DATE START FINISH DURATION TYPE TECH LINE(S) CHG 04-03-09 09:18 18:00 8.70 W 4474  ${f A}$ 04-04-09 08:25 08:26 0.01 W 4474 Α ACCOUNT SALE COST CONTROL ACCOUNT COST SALE CONTROL 46200 13723 4760 48000 30555 21825 46010 2195 900 49100 1800 1745 46300 Ω 0 46601 18500 18500 32400 149 0 26300 62778 66000 0 22000 4144 171

COST, SALE, & COMP TOTALS NOTICE PURSUANT TO SEC. §70.001, 47730

66773 STATEMENT OF DISCLAIMER

DESCRIPTION TOTALS LABOR AMOUNT 21.95 PARTS AMOUNT 18.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 SHOP SUPPLIES/DISPOSALFEES 0.00 TOTAL CHARGES <del>39.95</del> LESS INSURANCE 0.00 SALES TAX 1.49

41.44

I am the person or agent acting on bahalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair obligated to pay for repair of the motor venture subject to the repair of agreement. I understand that the vehicle is subject to repossession in accordance with Business & Commerce Code, §9.609, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds.

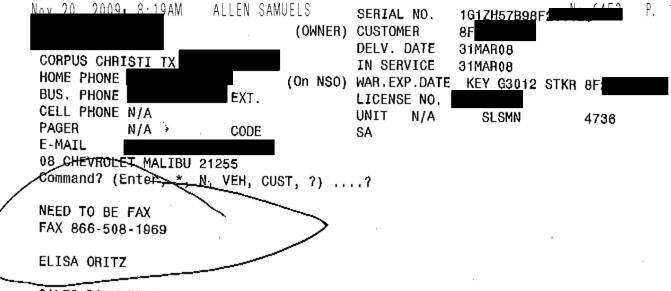
TEXAS PROPERTY CODE

no funds, or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or the credit card account has been closed.

Signature of Person Responsible or Agent for Person Responsible

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of
the warranties with respect to the sale
of this item/fitems. The Seller hereby
expressly disclaims all warranties, either
express or implied, including any implied
warranty of merchantability or fitness
for a particular purpose. Sellor neither
assumes nor authorizes any other
person to assume for it any liability in
connection with the sale of this
item/fitems.  $\gamma_{n+1} = (\gamma_{n+1}^2 + \gamma_n)$ 90.20 CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

"SHOP SUPPLES/DISPOSAUTES/WE HAVE DETERMINED THAT IT IS NOT PRACTICAL TO ITÉMIZE IN DETAIL THE YAR OUS MISCELLANCOUS SUPPLES MATERIALS AND COSTS INCURREDON EACH REPAIR OS. RATHER, EXPERIENCEMAS SHOWN THAT USE OF A STANDARD CHARGE, WHICH IS LESS THAN CUIT AVERAGE COST FOR SUPPLIES MATERIALS. AND DISPOSAL FEESING URREDON EACH REPAIR ORDER, IS MOIZE CITIED THE AMOUNT OF THIS STANDARD CHARGE COVERS THE COST OF SUPPLIES AS A MOYEN IN THE COST OF SUPPLIES AS A MOYEN IN THE PROPERTY OF SU



SALES DOCUMENTS AND FIANCE DOCUMENTS

NEED AGREEMENT FORM FOR GMAC CONTRACT

CUSTOMER INCENCTIVE FORM

TRADE INFORMATION

REFERENCE: PREAPPROVAL VERIFICATION AND INSTRUCTION LETTER

4/2/08		

CORPUS CHRISTITX

TO WHOM IT MAY CONCERN:

THIS LETTER WILL SERVE AS WRITTEN VERIFICATION THE ABOVE MEMBER HAS BEEN PREAPPROVED. THE FOLLOWING WILL INDICATE THE STATUS OF DOCUMENTATION AND REQUIREMENTS FOR YOU TO PROCEED.

- 1. X NO APPLICATION NECESSARY, MEMBER HAS COMPLETED ALL REQUIRED LOAN DOCUMENTS AT THE CREDIT UNION.
- 2. X FAX BUYERS/PURCHASE ORDER TO THE NUMBER AND ATTENTION OF THE PERSON INDICATED.

FAX: (361) 986-8089 ATTENTION OF: ROSE VILLEGAS ext. 1134

ONCE WE HAVE REVIEWED THE BUYERS/PURCHASE ORDER WE WILL CONTACT YOU FOR DISCUSSION AND/OR DRAFTING INSTRUCTIONS

- 3. MEMBER MAY BE CONTRACTED THROUGH OUR INDIRECT LOAN PROGRAM.
- 4. X YOU MAY DRAFT ON NAVY ARMY FOR THE AMOUNT OF THE PURCHASE WITHOUT OUR VERBAL APPROVAL VIA MAIL, PERSON OR BANK.
- 5.\_X\_APPROVED DRAFT AMOUNT \$\_\_22203.06
- 6. X MEMBER HAS BEEN QUOTED INFORMATION ABOUT X MMP X GAP THROUGH THE CREDIT UNION.

## DRAFTING INSTRUCTION VIA BANK, MAIL OR PERSON: ATTN: GLORIA RIVERA

NAVY ARMY FEDERAL CREDIT UNION P. O. BOX 81349 CORPUS CHRISTI, TX 78468-1349

#### LIENHOLDER INFORMATION:

NAVY ARMY FEDERAL CREDIT UNION P. O. BOX 81349 CORPUS CHRISTI, TX 78468-1349

#### PHYSICAL ADDRESS:

4802 CROSSTOWN CORPUS CHRISTI, TX 78416

THANK YOU ROSE VILLEGAS



AUTO GROUP

2118 S.P.I.D. CORPUS CHRISTI, TX 78416 361/884-8234

## **BUYER'S** ORDER & INVOICE

SOLD TO	DATE 03/31/	2008
ADDRES CITY CORPUS C	HRISTSTATE TX ZIP PHONE	
DO NEW USED DEMO	2	
CHEVROLET 2008 MALIBU 4DR	1. LIST PRICE	20690.54
MAKE YEAR MODEL STYLE	2. *DEALER INSTALLED EQUIPMENT	N/A
1G1ZH57698F 232	A.	N/A
BF 15 SANDSTONE	В.	N/A
STOCK NO. COLOR TRIM	c.	N/A
DESCRIPTION OF TRADE-IN #1	n	N/A
DESCRIPTION OF TRADE-IN PT	Ę,	
AYE AAY SYAM	F.	N/A
SERIAL NO. MILYACC	G.	N/A
SENAL NO. MILEAGE	3. TOTAL PRICE	20680.54
LICENSE NO. COLOT YEAR	4. REBATE	N/A
	6. TRADE-IN ALLOWANCE #1	N/A
	6. TRADE-IN ALLOWANCE #2	N/A
DESCRIPTION OF TRADE-IN #2	7. DEALER PREP (USED CAR ONLY)	N/A
MAKE YEAR MODEL STYLE	B. TAXABLE AMOUNT	20680.54
	B. SALES TAX	1292.53
serial, no. Mileage	10. DEALER'S INVENTORY TAX	42,44
JCINSE NO. COLOR TRIM	11. DEPUTY FEE	5,00
COLOR TRM	12. LICENSE FEE / PLATE TRANSFER FEE	65,80
LIENHÓLDER	13. TITLE TRANSFER FEE	43.00
A DODUMENTARY FEE IS NOT AN OFFICIAL PEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW	14. STATE INSPECTION	23.76
RELATED TO THE GLOSING OF A GALE, A DOCUMENT FOR MAY NOT EXCERD AND THE NOTICE OF	16. DOCUMENTARY FEE	50.00
DI LAW.	16. SUBTOTAL	22203.06
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EXCEDER LOS 450. ESTA NOTIFICACIÓN ES REQUERIDA POR LA LEY.	18. SUBTOYAL	_ 22203.06
DISCLAMINE OF WARMANTING	19. **EXTENDED SERVICE CONTRACT	N/A
DISCLAMMEN OF WARMANTIES - Any warrenties on the products sold hereby are those made by the manufacturer. The Soller hereby expressly disclaims all warrenties, either	20. CREDIT LIFE INSURANCE	. N/A
particular purpose and select neither accumes not emphorize any other accument for a	21. ACCIDENT & HEALTH INS,	. N/A
or it any liability in connection with the sale of said products.	22. G.A.P.	N/A
HE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR	23. SUBTOTAL	22203.06
AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY, THE CHARGE, WHICH IS	24. CASH DOWN PAYMENT	
FAID BY THE DEALER TO THE COUNTY TAX ASSESSOR COLLECTOR, IS NOT A TAX MPOSED ON A CONSUMER BY THE GOVERNMENT, AND IS NOT REQUIRED TO BE	26. BALANCE DUE	22203.08
CHARGED BY THE DEALER TO THE CONCULCE	·	

This Order shall not become binding until accepted by Sellers authorized apresentative, and in the event of a time sale, Seller shall not be obligated to sall until approval of the terms hereof is given by a bank, finance company, or financial national on willing to purchase a Retal Installment Contract between the Buyer & Seller pased upon the tarms contained herein.

#### BUYER'S REPRESENTATIONS & ACKNOWLEDGEMENTS

represent this 11 the balance due on my trade-in is the amount shown on this Order, inc 21 that I have good this to my trade-in and there are no feng or olding against it incept as shown on this order, and 31 that the TRADE-IN DOES NOT TRAYE A SECONDITIONED TITLE. It agree that if any of the representations made herein are false, will pay on demand, all boss or damage suffered by Saler as a could thereof, I assume exponsibility for any difference in payoff in excess of ground shown above, and will not supply the second of Saler as a could thereof. say such difference in cash on demand, or will surrender vehicle to Saties,

rics quoted is for immediate desivery, but if the price should be increased before I lake islivery, I will have the privilege of accepting delivery at the new price of I may cented Islivery, I will have the privilege of accepting delivery at the new price or I may cancel his order and have my deposit refunded. If my trade-in has been delivered to Ballar and ny order is theresized cancelled, my trade-in will be returned to me and large to pay a second-ble charge for storage and repairs to said trade-in during period of Beber's chargeson. If Betler has sold Buyer's trade-in. Buyer agrees to slow Solder a selfing ammission of 20% of the solds price (not price allowed), in addition to any expense hoursed in conditioning the dar for reseals. Buyer's trade-in will be subject to reappraised not in the same condition as originally appraised.

layer hereby accepts the terms and conditions contained herein and on the reverse side, nd acknowledges receipt of a copy of this Buyer's Order and invoice. Buyer hereby artifies that the price label was affixed to the above described vehicle upon delivery.

Ether Buyer or Set erbitration as wellarbitration as well obtained from c
1-800-778-78Y
Forum et 1-80C
Arbitration Provis blume 1-800-778-787 Forum et 1-800 htration Provis Arbitration Provisk

seçil. Judament uş

\*PENOTES that the modification, equipment, accessory, or part is not supplied or approved by Manufacturer, and it is not warranted by Manufacturer.

\*\*DENOTES that the coverage under the extended service confract cold harder is not provided by Manufacturer, its parent subsidiaries, or its difficure.

Cus Kingle Initials Customer Initials

ARBITRATION PROVISION AND ARBITRATION OF DISPUTES

Arbitration is a method of resolving a claim, dispute or controversy (collectively, a "Claim") without filling a tewark in court. Either Buyer or Selec may choose at any time, jockuding after a lawrul to filed, to have any Cleim related to or adaing out of the transaction Mantified in this Buyer's Order ("Order"), including the Interpretation, scope, or validity of subfiration, feolded by arbitration and not by a court action.

When a dispute is resolved by profusion and not in a coort, each party gives up the right to a triel by a court or a jury triel. Buyer gives up any right Buyer may have to bring a observation lewwoll or class arbitration or to perticipate in other as a claimant. Buyer giver up any right Buyer may have to consolidate Buyer's arbjustion with the arbitration of others. The Information that can be obtained in discovery from either Party or from third person in an arbitration is generally more limbed than in a lavrault. Generally, there is no right to expensi the decision of an arbitrator under the Federal Arbitration Act (9 U.S.C. Section ), et seq.). Other rights that Buyer or Beller would have in court may not be available in excitation.

> watest one of the following executations to conduct the ty in order to start an arbitration. Applicable rules may be ) exacciations; [1] American Arbitration Association at Espute, at 1-800-448-1860; or (3) Nedonal Arbitration is a conflot between the expodution's rules and this cylsion will govern.

e Federal Arbitration Action (9 U.S.C. Section ), et s awarded in any court having jurisdiction.

The arbitration bears acted to the deferral district to which Buyer residen, if uyer agrees to pay the initial arbitration Ming fee or case management fee required by the applicable rules up to \$125,00, and 568er will pay any additional initial liting fee or case management fee. Seller will pay the entire filing fee or case management fee. If seller is seller to the entire filing fee or case management fee if Seller demands arbitration first, 555er will pay the entire and costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decids who pays any additional costs and fees.

Notwithstanding this Arbitration Provision, Buyer and Seller and Seller's successors and pasigness retain the right to exercise solf-help remedies and to seek provisional remedies from a court pending final determination of the dispute by the arbitrator. Neither Buyer nor Seder waive the right to arbitrate by exercising self-help remedies, including representation, (sing guit, or specified or obtaining provisional remedies from a court.

If any portion of this Arbitration Provision is unenforceable, it is severed and the remaining provisions shall be enforced.

03/31/2008

DATE

DATE

03/31/2008 ELLER'S REPRESENTATIVE DATE

∜UYÆK'S SIGNATURE

O-BUYER'S SIGNATURE

AS-101- (8/06)

alving interstate commerce. Any erbitration under this

DEAL # 9145		ICATION FOR TE	VAC CERTIFICA		DI ATE TO ANOPED FEE A
STOCK # 8F2		ICATION FOR TE	RINT NEATLY IN INF	的知识的	PLATE TRANSFER FEE \$
Tex Collector 801	TAX	OFFICE USE ONLY	MECES	<u> </u>	
Da(e	414108	County Transaction Numb	PI	359	
1. Vehicle identification		2. Year	3. Make	4. Body Style	
1G1ZH57B9 5. Model		2008		4DR	
MALIBU	6. Odometer Reading	7. Empty Weight   8	. Carrying Capacity (ibs.)	9. Tonnage	This space for VTR Use Only
10, Trailor Type	Oloto No. 12, Vehicle Unit	· · · · · · · · · · · · · · · · · · ·		1	3. Applicant e/Additional Applicant's
Semi   Ful					Social Security Numbers (See * below) or Federal Tax ID Number
14. Applicant's/Owner's	Name(s)				
Address	OODDIIA AUGIAT	>		UECES	
City, State, Zip Cod 14a. Registrant's Name	CORPUS CHRIST	L TX	Co	unly Name —	·
(Renewal Notice Re	ciplent)			_	
Address City, State, Zip Cod	•		Co	unty Name	Statement of Fact for Non-Oisclosure,
14b, Vehicle Physical Lo					VTR-171, Atlached.
City, State, Zip Cod		unnunijaneaneosaaos			
		C IN 20 B B B B B B B B B B B B B B B B B B	0.0000000000000000000000000000000000000	արագարագորու	5a. GDN – Dealer Use Only
CATAL STREET, CONTRACT	OURPUS/CHRISTINGTX	GVARION DESCRIBE	******		P12763
16. 1st Lien Date	THIS MOT	OR VEHICLE IS SUBJ	<del></del>		la. Additional Llen(a)7
03/31/2008	Address PO BO		•		YES (If additional flens are to be recorded, attach Form VTR-267.)
00/01/2008	City, State, Zip Code CORPU		88-1349		iecolded, alazar romi v 170-201.)
17. FOR CORRECTED CHECK REASON(			No Change In	☐ Add ☐ Remove Lien Lien	Odometer Dodometer Brand Reading
	RESTRUCTATION OF THE LAV		*101		
	JELS BAV CHEVRO	ES ANDER MERISONARM			
AULENSAN		<u>r e (                                  </u>	ISTALE UNSTURBORGO MALER NO	MONTH OF THE PARTY	
THE MILEAGE SHOWN	el <b>Dr.</b> A Actorial Mulesiga	TO THE COMMENT AND A STATE OF THE PROPERTY OF	はんしん はいこうかんしょうかん	いたかせんけん かんがくかいこうてんかき ひ	Brace Exceeds Mechanical Links
A NESSEAL PROPERTY				ilitiinkiitiinmitiilittiitii	
19. CHECK ONLY IF A	PLICABLE	MOTOR VEHIC	LE TAX STATEMEN	Т	
☐ I hold Motor Vehi	de Retaller's (Rental) Permit No		and wi	it satisfy the minimum tax iis	bility (V.A.T.S., Tax Code, §152.046 [c]),
20. DESCRIPTION OF	essor and quality to take the Fair	M≊rket Value Deduction (V.A. I Make	Vehicle Identification N		20a. ADDITIONAL TRADE - INS? ( N)
TRADED IN (if ony)			100000000000000000000000000000000000000		200.7001110102 11011 ( 1)
SALĖS AND USĘ TAX O MUMENTARIAMINIMA	OMPUTATION LITERATION CONTRACTOR MAINTAINING	เมียนต่อเป็นเลยเก็บเก็บ	$\omega_{0000} = \omega_{0000}$	erin de la companya d La companya de la co	
(b) Lèss Trade - Ini	vnount, Dascalbe In (tem 20 Above	#9.98%99%5 <u>1,520688</u>	TEMPERS THE COLUMN TO THE COLUMN	ent Tax- (Provious State) Tex	
1 i I	ors/Regisal ONLY -, Felt Marke). Ve	( 3"	N/A) IXI \$ Even I rade		
	iba in Itemi 20 Above	\$1.	N/A) □ \$65 Rebuit Sai		
1 ' L	(liem:si, minus item b/item c.) exable Amount (Mut/ply item:d. by	.0625) \$ 1202	**************************************	s Foo (Dissel Vehicles 1990) Fee (Diesel Vehicles 1997 s	· · · · · · · · · · · · · · · · · · ·
- · [	tPena(y □ 5%-or □ 10%	1 1525			Sales and Use Tax Law because
(g) Tax Paid to	<u> </u>	TEN.	N/A	// N/A //	the state of the s
1	X:AND PENALTY DUE: **  of minus item g;) **  **	∳ 1 <u>292</u>		LICATION FEE FOR GERT County Tax Assessor-Collec	
Your 24154	<u> </u>				
	THEREBY CERTI	FY THAT ALL STATEM ECT TO THE BEST O	MENTS IN THIS DOC F MY KNOWLEDGE		AND
		7.84000000000000000000000000000000000000		UECS BAY CHEVRO	πουσοροροσορού ο συμπι
	<u> </u>		. Hill Control of the	VALE (Serie as posalore).	<u> </u>
23					
	of PURCHASER, DONEE, OR	TRADER	PRINTED	VAME (Same as signature)	03/31/2008 Date
Signatu					
RIGHTS OF SUFVI	VORSHIP OWNERSHIP AGREEM	,			
RIGHTS OF SURVI WE, THE PEASONS OWNERSHIP OF THE	Vorship ownership agreem Whose skanatures appear hei Æhicledesscribed on this applica	REIN, HEREBY AGREE THAT TH STION FOR TITLE, SHALL FROM TH	)S	SIGNATURE	Date
RIGHTS OF SURVI WE, THE PEASONS OWNERSHIP OF THE DAY FORWARD BE IN NAMED IN THE AGREE	VORSHIP OWNERSHIP AGREEM WHOSE SKINATURES APPEAR HEE	REIN, HERESY AGREE THAT TH ATION FOR TITLE, SHALL FROM TH EATH OF EITHER OF THE PERSON DLE SHALL VEST IN THE SURVIVOR	is is L	SIGNATURE	Date

Nov. 20. 2009- 8:20AM	/ALLEN SAMUELS	<del></del>				_No. 64	·53P.	5
Tax Collector's Receipt fo	r Texas Title Applica	tion/Registration 3. EXPIRES LAST DA	YOF	Vehicle Ta		NO.	Δ	443259
04/04/2006 82  4. TRANSFER OF CURRENT REGISTRATION	587103  REGISTRATION FEE PAID- NO PLATES ISSUED	REGISTRATION NEW PLATES IS	FEE PAID-	13. REG. CLASS 25 _	a7a1	14. TONNA	<u> </u>	5. EMPTY WEIGHT
5.	6. FREVIOUS TEXA	S LICENSE PLATE NO.		16. CARRYING C	CAPACITY	17. GRC	SS WEIGHT	18. DIESEL FEE
7. OWNER (NAME AND MAILING ADDRESS				19. YEAR 2008	20. MAKE CHE	V i	MAL.	22. BODY STYLE 4D
CONDUC CURTOMI MV			29. VEHICLE IDE 1G17H57 24. ODOMETER	B98F			ED TITLE NUMBER	
CORPUS CHRISTI TX				232	A			
8. 1st LIENHOLDER (NAME AND MAILING / NAVY ARMY FED CR U				27. \$90.00 NEW \$5.00 EYEN' \$10.00 BIFT \$65.00 REBU \$ALVAGE	YAADE	[] 19 FE	SW. EMISSIONB IE IE EMISSIONB IE IEMPT	28. SALES PRICE 20680, 54
PO BOX 81349 CORPUS CHRISTI TX	78468 1349		,	29. TRADE-IN		EBATE	206	BLE VALUE
DATE OF LIEN 03/31/2008		•		32, SALES TAX 1292, 53		O. OO	59.	
9. 2nd LIENHOLDER (NAME AND MAILING	ADDRESS)			35. TAX & PENAL 1292. 53			36. TITLE	APPL. FEE
DATE OF LIEN				37. MISCELLANE	:008 FEE8		38. REG (	FEE-DP8
10, 3rd LIENHOLDER (NAME AND MAILING A	ADDRESS)			39. RESIDENT CA 178	YTYUO		40. LOCA 10.	
DATE OF LIEN				NO. 10	MJ		42. TOTA 139	LFEE8 06.33
11. SELLER (NAME OF PREVIOUS OWNER ALLEN SAMUELS BAY				43, TAX ASSESS				. PAOCESSING CO
CORPUS CHRI TX	· · · · · · · · · · · · · · · · · · ·			RONNIE	CANALI	ES	h	lueces
FORM VTR-31-RTS (REV 07/2005) DHT #1495	517	TAX AND TITLE	COPY 1					

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## **DELIVERY WORKSHEET**

					VII	1G1ZH57B98F	
Stock Number 8F	<u> </u>	Vehicle Type					
		Passer					
GM Div		☐ Lt. Du	ty Truck				Type Code
Dealer Code P12763	1					Retail	
F12703	Daliusau Data					Retail Lease	
Odometer 232	Delivery Date	03/31/2008				I Fleet I Fleet Lease	
	1						
Sales Person 4736	]	Sales Manager	PAYNE, GEOF	RGE		Leve	
						2,000	1100-
						Droam	> 1 Marc
CUSTOMER INFORMATION			LESSOR	INFORMA	TION		
			NAVV A	DMV EED	CR UNION		
Customor Name or Business/ Organization Name			Name of Finan		CR DIVION	FAN (if applie.)	<del></del>
-			PO BOX				
			Address Line 1	1			-
			Address Line 2	<u>.</u>		<del></del>	
Address				CHRISTI	ΤX	78468-1	349
CORPUS CHRISTI	TX		City		State or Proving		
City	St <del>ar</del> o	Zip Code	361/986	3-4500	_		
Home Phone		<del></del>	Phone Number	r	Extension		
TACID TIMID							
Business Phone							
PAYMENT INFORMATION							
Method			_				
Circle one: Financed GMAC (	Financed Other Mot I	Financed	Finance 1	Term	N/A	Finance Rate	N/A
Circle one:, if applicable: GMA	AC SmartBuy GMAC Sr	nartLease	Residual	Value	N/A	_ Projected Mileage	N/A
INCENTIVE INFORMATION							
Incentive Code 255.0	<u> </u>	Payee 🔲 Custom	ner 🔲 Dealer	Authoriz	ation		
Incentive Code		Payee 🔲 Custom	ner 🔲 Dealer				
Incentive Code		Payee 🔲 Custom	ner 🗆 Dealer			on ## nc	
Incentive Code		Payee 🔲 Custom	ner 🗆 Dealer			tion #	
						ate #	
MISCELLANEOUS INFORMA							
Protection Plan GMPP:	🗆 Yes 🗂 No	Other:					

# GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGMENT



Dealership Name:















	(such des Saturn)
CI	JSTOMER NAME:
VI.	$N: \frac{1}{6} \frac{1}{3} \frac$
1	Customer Incentive
•	
	I assign the total amount of customer incentive(s) listed to the dealer named below and request that the available customer incentive(s) be applied: (a) to the down payment of this vehicle, (b) where permissible by law, as a price reduction
	(Bill of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or (c) a check be
	issued in my name by Dealer named below:
	Incentive Program Reference Amount <u>GM Incentive Code</u>
	<u> </u>
	Signofred \$
	\$
	Total Incentive Amount Received \$
2.	Other Program Selection (Which may or may not be in lieu of customer incentive programs; for example, Division supported
	financing/leasing, etc)  a. I elect to receive
	in lieu of
	and/or
	b. I elect to receive
	- CUSTOMER AND DEALER ACKNOWLEDGMENT FOR INCENTIVES AND ONSTAR SERVICE -
	a. Vehicle Incentive 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 on 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 ?Yes No
	b. Terms and Conditions Acknowledgment. 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 www.onstar.com, 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: 3 131 15
	Purchaser/Lessee Signature  Date: 2 / / / 2
	e undersigned person, as Dealer representative, certifies that the information on this application is true and correct, and the
	entive(s) described in Item and the Onstar Terms and Conditions have been provided to the said purchaser/lessee who staken delivery of referenced unit through this dealership, and that properly completed accurate delivery data has been
	warded to General Motors or Saab Cars USA.
	Authorized Dealer Signature:  Date: 3/31/48/2723
	Authorized Dealer Signature: /// Date: 3/3//5/22 and

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.

Dealer Code:

# General Motors - Vehicle Purchase Program GM Supplier Customer-Dealer Agreement and Pricing Sheet

Employees) (1)

Eligible Participant	Relationship to Eligible Participant: SELF
Purchaser's First Nan	e; Purchaser`s Last Name:
Purchaser's Zip Code	
Purchaser's Date Of E	
Vehicle Ideutification	Number (VIN):
Authorization Number	: Incentive Code: GSU
Approval Number:	526818731 Approval Date: 03/29/2008 16:14:10
Dealer Name:	ALLEN SAMUELS BAY CHEVROLET-GEO
Division:	CHEVROLET BAC: 114898 Dealer Code: 3071:
Program Name:	GM SUPPLIER DISCOUNT
Company Name:	UNITED TECHNOLOGIES CORP
Secondary Company	Jame:
Supplier Customer	Desler Agreement:
(I) Amount listed of Copy of invoice	n invoice below caption Supplier Discount (GSU).  \$  must be shown to customer for verification.
(2) Amount charge limit.	for Documentation Fees, if over \$75, up to state law \$
(3) I have confirme correct.	that the applicable price shown on line (1) above is  Customer Initials
(4) I have reviewed form and confinginal purchase p	the Incentive Acknowledgment and/or Assignment n that all applicable incentives have been reflected in Customer Initials ice.
(5) I have reviewed understand all a price	the vehicle price worksheet (Buyer's Order) and Iditions and deductions that affect the final purchase  Customer Initials
	Customer Agreement and Verification of Delivery
A. Receipt of B. The Puro appropris C. The Puro D. Penalties i. Te ii. Re	form, the Purchaser acknowledges the following: If the vehicle designated above and a copy of this form laser has read the GM Vehicle Purchase Program Rules and Guidelines for the te program. It is a grees that he/she will not violate any Program provision for violation of Program provisions may include one or more of the following: mination of Program privileges puirement that the Purchaser or employee reimburse General Motors for the count of any dealer allowance paid
i. Te ii. Re	mination of Program privileges wirement that the Purchaser or employee reimburse General Motors for

E. In consideration of the discount I receive on the purchase/lease of the vehicle, I will not be

able to bring lawsuit for any dispute involving repairs made to that vehicle under GM's Limited Warranty or regarding the extent to which such warranty coverage is provided on that vehicle. Instead, I AGREE to address such disputes through the GM Dispute Resolution Process, which includes mandatory arbitration that is binding on both GM and me. I acknowledge that this Authorization evidences a transaction involving interstate commerce. The Federal Arbitration Act ("FAA") (9 U.S.C. ? 2 et, seq.) shall govern the interpretation, enforcement, and proceedings of the arbitration. For matters the FAA does not cover, the laws of the State in which I reside shall govern.

Customer Signature:	Date:
---------------------	-------

## Dealer Agreement

- 1. By signing this form, the dealer agrees to the following:
  - A. Assume General Motors's obligation for delivery of the vehicle
  - B. Collect from the purchaser the amount specified in the Purchase Contract
  - C. Comply with the Rules and Guidelines of The Program
  - D. Review the Factory Invoice with the customer
  - E. Complete this form and provide a copy of it to the purchaser under any GM Discount Program and provide a completed agreement supplement for all SmartLease / SmartBuy transactions.
  - F. Provide purchaser with all applicable and compatible incentives.
  - G. Maintain the original copy of this form in the deal jacket
- 2. General Motors agrees to pay the Dealer the incentive or allowance in effect under the applicable Program. If a Participant does not accept delivery of the vehicle within five working days of notification by the Dealer that the vehicle is available for delivery to the Purchaser, unless otherwise agreed to between the Dealer and the Participant, the Dealer is relieved of all obligations to the Purchaser. The vehicle then becomes the responsibility of the Dealer, and no incentive or allowance will be paid by GM.
- 3. By signing below, the Dealer acknowledges having read The Program Rules and Guidelines and agrees to the following:
  - A. Comply with the terms and conditions contained in The Program Rules and Guidelines
  - B. Violation of any Program provision by the Dealer or anyone acting on behalf of the Dealer may result in the Dealer being:
    - i. Declared ineligible to participate further in the Program
    - ii. Charged back any incentive or allowance paid by General Motors on transactions in 3)24/08 which violations occur

Auth	Authorized Dealer Signature:	Date:
(1)	(i) GM will ask the court to compel mandatory binding arbitration	of any lawsuit filed by the
	eligible purchaser relating to the repairs made to the	t Cal allalla assalanan

vehicle. GM, however, will not discipline or terminate the employment of the eligible purchaser because he or she has filed such a lawsuit.

3/29/2008

#### > Obtain Authorization

#### CONGRATULATIONS!

Please Print Page and Take To Your Dealer For Savings!

YOUR AUTHORIZATION NUMBER IS

GSU 7

Purchaser Relationship:

SELF

Expiration Date:

09/25/2008

Company Name:

UNITED TECHNOLOGIES CORP

Subsidiary Name:

SIKORSKY AIRCRAFT

### **Next Steps**

 Keep your number: You will need your authorization number to redeem your vehicle discount. Please print this certificate or write down the authorization number for the dealer.

Visit your dealer: Identify yourself as a GM supplier employee. When you are ready
to make your vehicle purchase, present the authorization number to your
salesperson. In order to verify your eligibility, you will also need to provide your
driver's license.

3. Confirm your discount: After selecting your new vehicle, the dealer will review a Customer-Dealer Agreement with you. Confirm that the supplier discount pricing has been applied to the invoice and sign the Customer-Dealer Agreement.

merconal contract of the contr

4. Drive home in your new GM vehicle!



Close Window

## Transaction Details PRINT TH

PRINT THIS SCREEN (2)

Click the "Print" button in order to keep a record of this transaction detail. After you review the transaction details, click "Close Vandovs".

∀IN: 1G1ZH57898F

Dealer Code, 30712

Transaction Date: 03/31/2008

Transaction Type: Delivery

Delivery Type: 016 - GM Supplier Purchase

Transaction Messages:

Status: Accepted

User ID: 1w2iga

User Role: Dealer Administrator

Timestamp Date: 2008-03-31-17.40.00.412218

# VIN Incentive Look-Up: Results - Consumer Cash

Eligible Incentive Programs for VIN. 1G1ZH57B98F

#### Vehicle Details

Vehicle Description: 2008 Chevrolet Malibu LT Sedan

MMC: 1ZH69

Inventory Status: New Selivery Type: Individual

Dealer Code:

#### **Delivery Destination**

Region: SOUTH CENTRAL

State: TEXAS

DMA: CORPUS CHRISTI, TX

Postal Code: 78410 County: NUECES

Report Generated On: 04/01/2008 15:20:02 EDT

							Incentive
	Program Name	Start Date	End Date	Option Condition	Program #	Cash	Code
ĬĊ	GM SOUTH CENTRAL REGION 2008 RETAIL CON SUMER CASH/APR/DEALER CASH INCENTIVES	09/12/2008	03/31/2008		08-32A-7		CSR
ŗ	CHEVROLET PURCHASE INSTANT VALUE CERTIFICATE PROGRAM	01/04/2008	03/31/2008		08-32AAJ	250	PAKPALIPAJ
ĬŢ	GM/GMAC/SFS 2008 Q1 PULL AHEAD PROGRAM	03/12/2008	03/31/2008		08-02-6		<b>xx</b> x
ŗ	2008 MODEL YEAR GM CUSTOMER ASSISTANCE CENTER GOODWILL CERTIFICATE PROCESS	10/01/2007	09/30/2008		08-03		LCP
1	2008 GM CARD (BLUE/GOLD) PROGRAM	10/01/2007	09/30/2008		08-05		UDE
ŗ	2008 GM CARDS WITH REDEMPTION LIMITS COP PER/ PLATINUM AND FLEXIBLE EARNINGS PROG RAMS	01/18/2008	09/30/2008		08 <b>-</b> 05A-1		UDP
ŗ	2008 MODEL YEAR GM BUSINESS CARD PROGR AM	10/01/2007	09/30/2008		08-05B		UDB
Г	2008 MODEL YEAR GM EXTENDED FAMILY CARD PROGRAM	10/01/2007	09/30/2008		08-05C		UDF
Г	2008 MODEL YEAR GM MOBILITY ADAPTIVE EQUI PMENT PROGRAM	10/01/2007	09/30/2008		08-07		MOB/MOC
T	2008 MODEL YEAR GM DRIVER EDUCATION PUR CHASE/LEASE PROGRAM	12/18/2007	09/30/2008		08-08	750	U4C
Г	2008 GM CUSTOMER APPRECIATION CERTIFICA TE PROGRAM	10/01/2007	09/30/2008		08-14	500	VHC
ŗ	2008 MODEL YEAR GM RETIREE VOUCHER PRO GRAM	10/01/2007	09/30/2008		08-18		HRC
Г	GM MILITARY PURCHASE PROGRAM	01/03/2008	03/31/2008		08-32C	500	MPP
ŗ	GM CAMPING WORLD PRIVATE OFFER	01/04/2008	02/28/2009		08-32CN	500	DCW
	2008 Q1 COMPETITIVE LEASE DIRECT MAIL PRIV	02/07/2008	04/07/2008		98-32CR		PAG

T ATE OFFER PROGRAM
T CHEVROLET PURCHASE CONQUEST BONUS CA 03/04/2008 03/31/2008 08-32CY 750 PBW
SH PROGRAM

Tota! >> 0

Programs in red and with Italic print indicate a VIN Exception Condition - You must refer to program for specific eligibility/compatibility guidelines. Dealer responsible for determining consumer eligibility for each program.

1/002





PO Box 61349 \* Corpus Christi, Texas 78468-1349 361/986-4500 \* 800/622-3631 www.navyarmyfcu.com

# Fax Cover Sheet

To;		From: Navy Army - Spohn Member Service
Compan	iya	Phone:
Гаж	361-854-0934	<b>Date:</b> 4/3/2008 2:00:20 PM
Phone		Pages: 2 Including Cover Sheet

#### Comments:

DRAFTING INSTRUCTIONS

RCMPR010

VEHICLE DELIVERY/INCENTIVE HISTORY

PROCESSING SOURCE: CHEVROLET 12:02:21

PAGE:

05/09/09

VIN: 1G1ZH57B9 8F SELLG SCE: 13 MDL YR: 08 ORD NO: MNKVX0

OTYPE: 070 DLVY SS/SITE CD: 13 DTYPE: 016 SRVC TYPE: MILEAGE: ODATE: 12/12/07 ORDER FAN: DDATE: 03/31/08 DLVY FAN: 13 30712

DLVY DOE: 03/31/08 ORDER BY:

CANC: CANC DOE:

TRADE: 03/11/08 DLVY TO:
TRD DOE: 03/11/08
SRVC IN: SRVC IN: CORPUS CHRISTI

SRVC IN: CORPUS
SRVC OUT: CANC SRVC IN:
BFSO ORD DT: BFSO CUST:
PRICE ASSUR DT: PRICE ASSUR

PRICE ASSUR RT:

--INCENTIVES--

 CODE
 PAY
 SS/SITE
 INV/INC NO
 DATE
 AMOUNT
 MTHD
 DLR
 SHR
 STAT

 FFC
 01
 13
 30712
 00034181957
 04/02/08
 34.81
 OA
 0.00
 9

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: DLVY INC MEMO NO: 00034181957 AUTH PUR CD: MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

 CODE
 PAY
 SS/SITE
 INV/INC NO
 DATE
 AMOUNT
 MTHD
 DLR
 SHR
 STAT

 GSU
 01
 13
 30712
 00034181957
 04/02/08
 221.68
 OA
 0.00
 9

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: DLR INC MEMO NO: 00034181957 AUTH PUR CD: 526818731 MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6 2008 MALIBU 1LT

15U SANDSTONE METALLIC /L4G & SUBSIDIARIES
34B COCOA/CASHMERE RENAISSANCE CENTER
ORDER NO. MNKVX0/TRE STOCK NO. DETROIT MI 48243-1114
VIN 1G1 ZH57 B9 8F

 MODEL & FACTORY OPTIONS
 MSRP
 INV AMT
 RETAIL - STOCK

 1ZH69 MALIBU 1LT
 20630.00
 19495.35
 INVOICE 01/31/08

 B86 BODY COLOR BODYSIDE MOLDINGS
 150.00
 124.50
 SHIPPED 01/31/08

 FE9 50-STATE EMISSIONS
 N/C
 N/C
 EXP I/T 02/12/08

 LE5 ENGINE, 2.4L DOHC MFI
 N/C
 N/C
 INT COM 02/12/08

 MN5 4-SPEED AUTO TRANSMISSION
 0.00
 0.00
 PRC EFF 01/31/08

 VK3 FRONT LICENSE PLATE BRACKET
 0.00
 0.00
 KEYS G3012 G3012

WFP-F QTR OPT-1 BANK: GMAC - 005 CHG-TO 30-072

SHIP WT: 3377
HP: 19.3
GMS: 19796.45
SUPPLR: 20680.54
MRM: 21430.00
DAN: 1LT
MEMO 889.00

TOTAL MODEL & OPTIONS 20780.00 19619.85 ACT 231 19646.45
DESTINATION CHARGE 650.00 650.00 H/B 261 623.40

TOTAL 21430.00 20269.85 PAY 310 20269.85

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 19233.85

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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

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

REMIT TO GMAC NO. 005 VIN 1G1ZH57B98F 1 1AD19394245 \$ 20269.85 INV 1AD19394245 DUE 02/12/08 DEALER 30-072

BRASHER-GUNN, INC.

Elisa Ortiz/Austin/GM1

To rose.crookston@gm.com

11/23/2009 09:04 AM

cc bcc

Subject Fw: Lott 71-777480692

#### Hello Rose

This email is to follow up on my voicemail regarding Service Request number **71-777480692** for Please reply only by email with one of the options listed in my original email with one of the options listed below within 24 hours. Your written feedback will be documented and e-mail attached to our case, and is an important step in our accurate and timely case resolution.

#### Thank You

Elisa Ortiz
BRC Legal Research Specialist
Fax 1-866-508-1969
elisa\_ortiz@gmexpert.com
----- Forwarded by Elisa Ortiz/Austin/GM1 on 11/23/2009 09:01 AM -----

Elisa Ortiz/Austin/GM1

11/19/2009 05:56 PM

To rose.crookston@gm.com

CC

Subject 71-777480692

Hi, my name is Elisa. This email is to follow up on my voicemail regarding Service Request 71-777480692 for customer The customer's vehicle is a 2008, Chevrolet Malibu with 21,250 miles. The VIN is 1G1ZH57B98F The customer has been working with ALLEN SAMUELS CHEVROLET, CORPUS CHRISTI, TX 78469-4877. Due to time constraints, your response to this e-mail is required within 48 hours.

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

A) I have information on this case that may assist in your review (please

provide in your reply). I will review any repurchase or replacement offer before it is made. I would also like to be notified of the BRC decision to offer cash or other goodwill settlement.

- B) I am not aware of this vehicle or customer's concerns. However, I will review any repurchase or replacement offer before it is made. I would also like to be notified of the BRC decision to offer cash or other goodwill settlement.
- C) I have information on this case that may assist in your review (please provide in your reply). However, I agree to cede the final decision on this case to the Early Resolution program (You will be notified of the resolution after the settlement has been reached).
- D) I am not aware of this vehicle or customer's concerns. I agree to cede the final decision on this case to the Early Resolution program (You will be notified of the resolution after the settlement has been reached).

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

Please reply only by email with one of the above options within **48** hours. Your written feedback will be documented and e-mail attached to our case, and is an important step in our accurate and timely case resolution.

Thank you,

Elisa Ortiz BRC Legal Research Specialist Fax 1-866-508-1969 elisa\_ortiz@gmexpert.com

# **GM Vehicle Inquiry System Claim History**

<u>Home</u> - <u>Summary</u> - <u>Claim History</u> - <u>Vehicle Build</u> - <u>Vehicle Component</u> - <u>Delivery Information</u> - <u>Dealer Information</u> - <u>Service Contract</u> - <u>Warranty Block</u> - <u>Branded Title</u>

Help

VIN:			1G12	ZH57B98F									
				CLAIM I	115	STORY							
Repair Ord	der Date	: 10/	/12/2009	Repair Order Number :	1	345310	Odom	eter Re	ad	ing :		21250 miles	
Serviced			ÆLS CI	HEVROLET	s	elling Sou	rce :			13 - 0	CHEVROL	ET	
By:		S CHR		X 78469-4877	s	ite Code :				30712	2		
	(361) 85	54-9966	5		Business Associate Code :				114898				
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation		Par	t	Auth Code		erson Code	Line Total	Comments	
10/16/2009	49	01	#	Z2220 - FUEL RELATED ISSUE (CLEAN OR REPLACE FUEL TANK SENDING UNI		19179818 - MODULE KI N/A		-	N/A	\$ 585.57	N		
10/16/2009	49	02	#	C8800 - STEERING WHEEL INFLATABLE RESTRAINT MODULE COIL REPLACEMEN		15925947 - COIL		N/A	-	N/A	\$ 136.97	N	
				_	_								
Repair Ord	der Date	: 08/	/13/2009	Repair Order Number :	3	<b>34</b> 0610 <b>Odometer Reading:</b> 1950				19500 miles			
Serviced			ÆLS CI	HEVROLET	s	elling Sou	rce :	ce: 13 - CHEVROLET					
By:		S CHR		X 78469-4877	s	Site Code :				30712			
	(361) 85	54-9966	5		В	Business A	ssociate	Code :		11489	98		
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation		Par	·t	Auth Code		erson Code	Line Total	Comments	
08/21/2009	33	01	#	E8434 - POWER STEERING ASSIST MOTOR REPLACEMENT		25805894 - MOTOR		N/A	-	N/A	\$ 401.84	N	
					Ī								
Repair Oro	ler Date	: 05/	/29/2009	Repair Order Number :	2	334344	Odom	eter Re	ad	ing :		15911 miles	
Serviced			ÆLS CI	HEVROLET	s	elling Sou	rce :			13 - 0	CHEVROL	ET	
By:	PO BO	x 4877											

	CORPUS CHRISTI, TX 78469-4877 (361) 854-9966					te Code :		30712	30712			
	(301) 83	94-9900			Βι	usiness Associate (	114898					
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation		Part	Auth Code	Person Code	Line Total	Comments		
06/09/2009	12	01	#	Z7901 - 1-DAY COURTESY TRANSPORTATION		N/A	N/A	N/A	\$ 30.00	<u>Y</u>		

Repair Order Date :			(09/2009	Repair Order Number :	332779 Odometer Read			ding:	15910 miles		
Serviced		ÆLS CI	HEVROLET	Selling So	ırce :		13 - C	HEVROL	ET		
By:	PO BOX 4877 CORPUS CHRISTI, TX 78469-4877 (361) 854-9966				Site Code	•		30712	30712		
					Business A	ssociate	Code :	11489	114898		
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation	Pa	art	Auth Code	Person Code	Line Total	Comments	
05/15/2009	5	01	#	E9448 - REPOSITION I SHAFT TO CORRECT NOISE	260982: LUBE F		В	N/A	\$ 35.32	N	

Repair Ord	ler Date	: 04	/03/2009	Repair Order Number :	329991	Odom	eter Re	ading :	14804 miles		
Serviced					Selling Sou	rce :		13 -	- CHEVROLET		
By :	CORPUS CHRISTI, TX 78469-4877			X 78469-4877	Site Code :			3071	2		
	(361) 854-9966				Business A	ssociate	98				
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation	Par	t	Auth Code	Person Code	Line Total	Comments	
04/17/2009	996	01	#	V1799 - 08102 INSPECT WHEEL COVERS & REPLACE IF REQUIRED	N/A		N/A	N/A	\$ 32.29	N	
04/10/2009	994	01	#	E7680 - STEERING COLUMN REPLACEMENT	25933396 COLUM		N/A	N/A	\$ 410.49	N	
04/10/2009	994	02	#	Z7905 - 5-DAY COURTESY TRANSPORTATION	N/A		G	N/A	\$ 185.00	<u>Y</u>	

Repair Or	der Date :	01/31/2008	Repair Order Number :	A11123	Odometer Read	ing :	0 miles
Serviced		GUNN, INC	· .	Selling Source :		13 - CHEVROLET	
By:		GE, TX 78945-0488		Site Code :		30072	
	(979) 968-8327		ſ				

	Business Associate Code :					114801			
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments
02/05/2008	871	01	Ι	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	N/A	N/A	N/A	\$ 81.52	N

### CHECK HISTORY

Vehicle Has No Associated Check History.

© 2009 General Motors. All Rights Reserved.

**Phone:** 602 277 3666 **Fax:** 18667736152

# **FAX**

**Re:** Date: 11/20/2009 08:16:12 PST

To: Elisa Ortiz

Re: v. GeneralMotors, LLC

ClaireManke Weisberg& Meyers, LLC 888595 9111 ext 229 866773 6152 facsimile WMLawAttornyesForConsumers.com

5025 N Central #602, Phoenix, AZ 85012

## RELEASE OF LIEN INFORMATION

(Client's Name)	(Client's Social Security Number)
hereby authorize  (List holder Name)	Federal Credit Vacion  Corpus Christi TX 78414  (Lien holder Phone Number)
5725 Sanha O-	c Condus Chrick TV 78414
(Lien holder Address)	(Lien holder Phone Number)
to release any and all information regarding r	
with NAVY ARMY Fedd	nal Cudit Vaiors
to the manufacturer of my vehicle as identificant limited to a complete payment history of information.  Date 20 100 04	ed on my loan through your company, including but my account, a loan payoff amount, and per diem
VEHICLE	INFORMATION
The current vehicle mileage is 22,400	Date mileage read: 20 10009.
Signature	Signature
LG0006-T Rev 10/27/2004	

# Lien holder information Request Form

Customer Name:
Social Security No.
VIN: 1612H57B98F RMAKE 08 Chery
Lending Institution Information: Account #:
Institution Name: Navy Akmy FCV Institution Address: 5725 Spoky Ar.
City: <u>C.C.</u> State <u>7x</u> Zip Code: <u>784/4</u> Contact Person: <u>Anyon</u> c
Telephone # : 311 9810 - 4500
Payoff: \$/\$_679,7\/  Good Until://_27/09 MEXT DATE DUE//27/09  Per Diem: \$
LATE CHARGES PAID: \$ LATE CHARGES DUE: \$  Down payment:
No. Payments Made: 20 at \$ 404.00 /month Total payments made: \$ 8080
No. Payments Made: 20 at \$ 404.00 /month
No. Payments Made:

REV March 18, 2003



## VEHICLE REGISTRATION RENEWAL NOTICE

IF YOU NO LONGER OWN THIS VEHICLE PLEASE COMPLETE THE VTR 346 FORM AVAILABLE ON OUR WEB SITE AT: www.txdot.gov.

Renew online www.texasonline.com. Check this site or contact your local County Tax Office for a list of participating counties.

VEHICLE INFORMATION

LICENSE PLATE NUMBER
VEHICLE IDENTIFICATION NO. 1G1ZH57B98F
YEAR/MAKE/BODY STYLE 2008/CHEV/4D
CURRENT EXPIRATION MONTH/YEAR FEB/2009

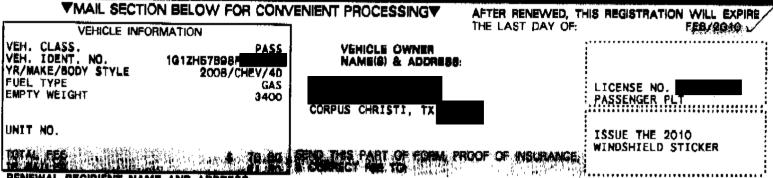
Send bottom part of form, proof of insurance, and correct fee to your county tax office in the enclosed envelope. Make check or money order payable to your local tax assessor-collector. Allow 15 days for processing by mail. Driver's license number required on checks.

FOR QUESTIONS CALL YOUR LOCAL TAX ASSESSOR-COLLECTOR 361-888-0459

YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUND TRANSFER.

CUSTOMER COPY

#### ▲ KEEP TOP SECTION FOR YOUR RECORDS ▲



RENEWAL RECIPIENT NAME AND ADDRESS:

CRP CHRISTI, TX

RONNIE CANALES
NUECES CNTY TAX ASSESSOR-COL
901 LEOPARD ST SUITE 109
CORPUS CHRISTI, TX 78401-3684

TEXAS REGISTRATION RECEIPT AFTER VALIDATION, THIS RECEIPT MUST BE CARRIED IN ALL COMMERCIAL VEHICLES.

TEXAS DEPARTMENT OF TRANSPORTATION VEHICLE TITLES AND REGISTRATION DIVISION

## PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL

#### **BRC CASE ASSESSMENT**

#### **Latest Revision Date:**

All Fields Are Require	ed
------------------------	----

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

SR: 71-777480692 GM Legal File / BBB Case No.: {Number}

By: Elisa Ortiz BRC Legal Research Negotiator: { Negotiator Name}

Customer Last Name: State: TX

Only customer's last name to be recorded. Do not include first name.

Vehicle ID No.: In Service Date: Vehicle Purchased: BAC Code: 1G1ZH57B98F 03/31/08 New 114898

Year, Make & Model: 2008 Chevrolet Malibu Vehicle Purchased Used on: n/a

Current Mileage: 21,250 Dealer Name: Allen Samuels

Chevrolet

Sale Type: Purchase X Lease Other: : N/A CAM Name: Paul B Rodarmer

Phone Number: 972-443-2907

Lien holder: GMAC OtherX : Navy/Army Federal DVM Name: Rose Crookston

Credit Union Phone/Cell Number: 972075-8021

Fredit Official Transcr. 772070 002

Purchase Price of Vehicle: \$ 20,680.54

Was TAC contacted for this vehicle (Y/N)? : No DVM requests involvement?: Yes

Attorney Involvement: Weisberg & Meyers, LLC Service Manager Name: Robert

Phone Number: 866-775-3666 Treviño

Fax Number: 866-317-2674 Phone Number: 361-884-5234

Are there <u>additional</u> field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.)

and phone number. Repeat as necessary.

N/A

n/a

Are there <u>additional</u> dealerships involved? If Yes, List the dealership name, contact name, and phone

number. Repeat as necessary. N/A

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

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

**DVM/DSM Notified Regarding TAC Involvement?** Yes

## **VEHICLE REPAIR HISTORY:**

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

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

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

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

☐ <u>Brakes</u>							
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
☐ Engine	e/Fuel/Ex	<u>thaust</u>					
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
10/12/09	345310	1	21250	C/S veh wont start just cranks / open in fuel pump had 0 PSI fuel pressure had power and ground at pump L1200 2.00 – R&R gas tank and replace fuel pump module, sublet for repairs			
☐ <u>Restraints</u>							
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>			

## ☐ Steering

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/09	329991	6	14804	C/S the power steering light is on / see history had C0545 stored had an intermit ten open in steering torque sensor E7680 1.30 ran chart for code found an intermitten open in steering torque sensor - replaced steering column and cleared code test drove operating to specs
				5 Day Rental
05/04/09	332274	1	15792	C/S she still hears a clunk noise in steering in reverse and on turns / parts ordered
05/09/09	332779	3	15910	C/S hearing a noise in the steering on turns / parts in, intermediate steering shaft popping – lubricate and reposition intermediate steering shaft, reposition I-shaft to correct noise per bulletin
				1 Day Rental (see RO 334344)
08/13/09	340610	5	19500	C/S steering moves side to side at low speeds / internal short in power steering motor causing steering wheel to move while driving – replaced power steering motor assembly and recalibrate module with tech, cruise control not working
10/12/09	345310	*	21250	C/S cruise control not working at times / parts in, steering wheel inflatable restraint module coil replacement – R&R steering wheel and replace sir coil assembly

ı <del></del>			
l Irar	าст	ICCI	n
птан	1.5111	וככו	C) I

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Axle</u>				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Body/T</u>	<u>rim</u>			
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Chassis	<u>S</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Electric	<u>:al</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Glass				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Date.	<u>KO # .</u>	Days Out.	wiiicage.	bescription of complaint and Repair 1 errormed.
HVAC	"			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Paint</u>				
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Susper	<u>ision</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Wheel/	'Tires			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Recalls	s / Camp	aigns		
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
4/3/09	329991	*	14804	999 Recall campaign
Othor				
☐ Other				

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/09	329991	*	14804	LOF

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

## **ACCIDENT / INSURANCE INFORMATION:**

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N)	N
Did you confirm your answer with the dealer/Customer (if ADR)/attorney (if Legal)? (Y or N)	Y
What type of damage was sustained (example: front end collision)?	N/A
Are the RO's attached if the vehicle was in an accident? (Y or N)	N/A
Has the customer filed any insurances claims on this Vehicle? (Y or If Yes obtain the following information below	N) <u>N/A</u>
Insurance Company:	N/A
Insurance Rep: (First and Last Name)	N/A
Phone #	N/A
Claim Made? (Y or N):	N/A
Claim Status: Pending/Denied/NA	N/A
Claim #	N/A
Did Insurance Company refer customer to GM? (Y or N)	N/A
If Yes. Did the insurance company deny the claim? (Y or N)	N/A
AFTERMARKET MODIFICATIONS: Are there any Aftermarket Modifications to the Vehicle? (Y or N)	N
If "Yes" to aftermarket, please list:  Be sure to note retailer installed or third party installed as well as date and mileage known. Repeat as necessary. Include the name of the third party installer.  n/a	N/A
Have you confirmed modification with the dealership? (Y or N)	Y
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: No other files found Date & Offer/Result: {TEXT}	

Concern: {TEXT}
Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

## BBB PROGRAM SUMMARY ASSESSMENT:

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

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

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

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

{Eligibility Detail}

### Customer/Plaintiff Seeks:

{Remedy Sought – include offset if noted}

## **Customer/Plaintiff Theory:**

Describe customer's theory of case from Demand and CAC notes (if applicable), include any specific allegations regarding # of repair visits, days out of service, or specific alleged violations.  $\{Text\}$ 

Note: This section only applicable for Legal cases

Is Lemon Law Pled/Alleged?: {Yes or No}

Under what State? {State} Claimed Presumptive? {Yes or No}

Does Purchase Qualify? {Yes or No} If not, why? {Used/Lease/GVWR/Etc}

**State Presumption Is:** 

# of Visits for a Non-Conformity? {Number} # of Days out of Service? {Number} # of visits for a Safety Complaint? {Number} # of Visits Total? {Number} Must Complaint Continue to Exist? {Yes or No} Final Repair/Arbitration Required? {Yes or No}

Time Period for filing a Claim? { Rights Period / Months/Miles}

Vehicle Service History (During Presumptive Period) is:

# of Visits for a Non-Conformity? {Number} # of Days out of Service? {Number} # of visits for a Safety Complaint? {Number} # of Visits Total? {Number} Complaint appears to Continue? {Yes or No} Final Repair/Arbitration Complete? {Yes or No}

Does History appear Presumptive: { Yes or No}

Vehicle Service History (During Limited Warranty Period) is:

# of Visits for a Non-Conformity? {Number} # of Days out of Service? {Number} # of visits for a Safety Complaint? {Number} # of Visits Total? {Number} Must Complaint Continue to Exist? {Yes or No} Final Repair or Arbitration Reg'd? {Yes or No}

Related Repairs beyond NVLW: {Yes or No}

Customer Pay? {Yes or No} If no, identify responsible party: {Payee} Additional Days out of Service? {Number} Additional # of Repair Visits? {Number}

Other Considerations: {Yes or No}

Outcome/Findings of Arb/Final Repair: {Date and Summary}
Prior Goodwill/reimbursement: {Yes or No}
Out of Pocket Expenses: {Yes or No}
{Date and Summary}

## **RECOMMENDATION AND RATIONALE:**

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

Pertinent	vehicle	information	provided	by	DVM/D	SM/C	CAM:
{TEXT}							

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

Svc Mgr advsd the FFOM Rose Crookston has come out to the dirship and met with cust and dir unable to determine cause

Identify at least three main strengths of the customer's case?  $\{TEXT\}$ 

Identify at least three main weaknesses of the customer's case?  $\{TEXT\}$ 

Are there any considerations to be made under other applicable laws? (Explain in detail)  $\{TEXT\}$ 

### Recommendation:

{TEXT}

## Rationale:

{TEXT}

## Settlement/Defense Strategy:

{TEXT}

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

progression.

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

Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer: CRS Intial Offer: Amount to Plaintiff/Atty:	<pre>\${Amount}/\${Amount} \${Amount} \${Amount}/\${Amount}</pre>	Settlement Type: {Goodwill Type} Date: {mm/dd/yy} Settlement Type: {Goodwill Type}	{Accepted / Countered}  {Accepted / Countered}
Inclusive Offer:	\${Amount}	Date: {mm/dd/yy}	
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
PLAINTIFF Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
CRS Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

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

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

Recommendation of Settlement Type:	CRS: {GW/Repurchase/l	Arbitrate case: Repair}	Settle case:  Attorney Fees (if applicable):  \${Amount}
Recommendation of Settlement Type: Final Decision: Settlement Type:	Field: {GW/Repurchase/I {GW/Repurchase F	Arbitrate case:	Settle case:  Attorney Fees (if applicable):  \${Amount}  Settle case:  Attorney Fees (if applicable):  \${Amount}
TEAM LEAD APPR	ROVING:	{Name}	Date:{mm/dd/yy}

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



Mr. GMVIS 2

November 19, 2009

Global Warranty Management: Main > Interface With Customer > View Vehicle Transaction History Detail

**INTERFACE WITH CUSTOMER** 

## View Vehicle Transaction History Detail

(2)

This screen allows GMVIS users to view the available information on individual transaction for the VIN selected.

Vehicle Information

VIN: 1G1ZH57B98F Model: 1ZH69-2008 MALIBU LT SEDAN Service Contract: No Branded Title: No Warranty Block: No PDI Status: No

Order Type: 70 - RETAIL - STOCK

Field Actions: 0 Open

Job Card Date: 10/12/2009 Job Card Number: 345310

Odometer Reading: 21,250 MI Repair Service Agent: 114898 Authorization Code:

ALLEN SAMUELS CHEVROLET 2118 S PADRE ISLAND DR CORPUS CHRISTI TX 78416-1100

3618549966

Process Date: 10/16/2009

Transaction Type:

ZREG---Regular Vehicle Transaction

Transaction Expense Category:

Warranty

Customer Complaint Code: 0000-Converted Claim

Transaction Adjustment: Cause Code: 0000-Converted Claims Job Card Line #: 1

Labour Op Z2220-Fuel Related Issue (Clean or Replace Fuel Tank Sending Unit, Sensor or Fuel Pump)

Causal Part Number

→See other Parts and/or Net Items

Job Card Number: 345310

Line Total: USD 585.57

Odometer Reading: 21,250 MI Repair Service Agent: 114898 ALLEN SAMUELS CHEVROLET Authorization Code:

2118 S PADRE ISLAND DR CORPUS CHRISTI TX 78416-1100

Job Card Date: 10/12/2009

3618549966

Process Date: 10/16/2009

Transaction Type:

ZREG---Regular Vehicle Transaction

Transaction Expense Category:

Warranty

Customer Complaint Code: 0000-Converted Claim

11/19/2009

For this 1 → View V

→ View V

View V Compo

View V Transa <u>Detail</u>

View V <u>Informa</u> Job Card Line #: 2 Transaction Adjustment: Cause Code: 0000-Converted Claims

Labour Op C8800-Steering Wheel Inflatable Restraint Module Coil Replacement

Causal Part Number

Line Total: USD 136.97 →See other Parts and/or Net Items

Job Card Date: 08/13/2009 Job Card Number: 340610

Odometer Reading: 19,500 MI Repair Service Agent: 114898 ALLEN SAMUELS CHEVROLET Authorization Code: 2118 S PADRE ISLAND DR

CORPUS CHRISTI TX 78416-1100

3618549966

Process Date: 08/21/2009 Transaction Type:

ZREG---Regular Vehicle Transaction

Transaction Expense Category:

Warranty

Customer Complaint Code: 0000-Converted Claim

Transaction Adjustment: Cause Code: 0000-Converted Claims Job Card Line #: 1

Labour Op E8434-Power Steering Assist Motor Replacement

Causal Part Number

Line Total: USD 401.84 →See other Parts and/or Net Items

Job Card Date: 05/29/2009 Job Card Number: 334344

Odometer Reading: 15,911 MI Repair Service Agent: 114898 ALLEN SAMUELS CHEVROLET Authorization Code:

2118 S PADRE ISLAND DR CORPUS CHRISTI TX 78416-1100

3618549966

Process Date: 05/31/2009

Transaction Type:

ZREG---Regular Vehicle Transaction

Transaction Expense Category:

Customer Enthusiasn

Customer Complaint Code: 0000-Converted Claim

Job Card Line #: 1 Transaction Adjustment: Cause Code: 0000-Converted Claims

Labour Op Z7901-1-DAY COURTESY TRANSPORTATION

Causal Part Number

Line Total: USD 30.00 →See other Parts and/or Net Items

Job Card Date: 05/09/2009 Job Card Number: 332779

Repair Service Agent: 114898 Odometer Reading: 15,910 MI ALLEN SAMUELS CHEVROLET 2118 S PADRE ISLAND DR CORPUS CHRISTI TX 78416-1100 3618549966 Authorization Code:

Process Date: 05/15/2009

Transaction Type:

ZREG---Regular Vehicle Transaction

Transaction Expense Category:

Warranty

Customer Complaint Code: 0000-Converted Claim

Job Card Line #: 1

Transaction Adjustment:

Cause Code: 0000-Converted Claims

Labour Op E9448-Reposition I-Shaft to correct Noise

Causal Part Number

→See other Parts and/or Net Items

Line Total: USD 35.32

Job Card Date: 04/03/2009 Job Card Number: 329991

Repair Service Agent: 114898 ALLEN SAMUELS CHEVROLET 2118 S PADRE ISLAND DR CORPUS CHRISTI TX 78416-1100

3618549966

Odometer Reading: 14,804 MI

Authorization Code:

Process Date: 04/17/2009

Transaction Type:

ZFAT---Field Action Recall

Transaction Expense Category:

Field Action Recall

Customer Complaint Code: 0000-Converted Claim

Job Card Line #: 1

Transaction Adjustment:

Cause Code: 0000-Converted Claims

Labour Op V1799-08102 Inspect Wheel Covers & Replace if Required

Causal Part Number

Line Total: USD 32.29

Job Card Date: 04/03/2009 Job Card Number: 329991

Repair Service Agent: 114898 ALLEN SAMUELS CHEVROLET 2118 S PADRE ISLAND DR CORPUS CHRISTI TX 78416-1100

3618549966

Odometer Reading: 14,804 MI

Authorization Code:

Process Date: 04/10/2009

Transaction Type:

ZREG---Regular Vehicle Transaction

Transaction Expense Category:

Warranty

Customer Complaint Code:

0000-Converted Claim

Job Card Line #: 1 Transaction Adjustment: Cause Code: 0000-Converted Claims

Labour Op E7680-Steering Column Replacement

Causal Part Number

Line Total: USD 410.49 →See other Parts and/or Net Items

Job Card Date: 04/03/2009 Job Card Number: 329991

Repair Service Agent: 114898 ALLEN SAMUELS CHEVROLET 2118 S PADRE ISLAND DR

CORPUS CHRISTI TX 78416-1100

3618549966

Process Date: 04/10/2009

Transaction Type:

ZREG---Regular Vehicle Transaction

Transaction Expense Category:

Customer Enthusiasn

Customer Complaint Code: 0000-Converted Claim

Transaction Adjustment: Job Card Line #: 2

Cause Code: 0000-Converted Claims

Labour Op Z7905-5-DAY COURTESY TRANSPORTATION

Causal Part Number

Line Total: USD 185.00 →See other Parts and/or Net Items

Job Card Date: 01/31/2008 Job Card Number: A11123

Repair Service Agent: 114801 BRASHER-GUNN, INC. 108 W COLORADO LA GRANGE TX 78945-2204

9799688327

Process Date: 02/05/2008

Transaction Type:

ZPDI---Pre-Delivery Inspection

Transaction Expense Category:

Customer Complaint Code: 0000-Converted Claim

Job Card Line #: 1 Transaction Adjustment:

Labour Op Z7000-Pre-Delivery Inspection - Base Time

Causal Part Number

Line Total: USD 81.52

Cause Code: 0000-Converted Claims

Odometer Reading: 0 MI

Authorization Code:

Odometer Reading: 14,804 MI

Authorization Code:

Global Warranty Management: Site Map

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## PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL

#### **BRC CASE ASSESSMENT**

#### **Latest Revision Date:**

N/A

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

SR: 71-777480692 GM Legal File / BBB Case No.: NA

By: Elisa Ortiz BRC Legal Research Negotiator: Mary Schwartz Customer Last Name: State: TX Only customer's last name to be recorded. Do not include first name. Vehicle ID No.: In Service Date: Vehicle Purchased: BAC Code: 1G1ZH57B98F 03/31/08 New 114898 Year, Make & Model: 2008 Chevrolet Malibu Vehicle Purchased Used on: n/a Current Mileage: 21,250 Dealer Name: Allen Samuels Chevrolet Sale Type: Purchase X Lease Other : N/A CAM Name: Paul B Rodarmer Phone Number: 972-443-2907 OtherX: Navy/Army Federal **DVM Name: Rose Crookston** Lien holder: **GMAC** Phone/Cell Number: 972075-8021 Credit Union Purchase Price of Vehicle: \$ 20,680.54 Was TAC contacted for this vehicle (Y/N)? : No DVM requests involvement?: Yes Attorney Involvement: Weisberg & Meyers, LLC Service Manager Name: Robert Phone Number: 866-775-3666 Treviño Fax Number: 866-317-2674 Phone Number: 361-884-5234 Are there additional field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary. N/A Are there additional dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary.

If TAC was contacted, what did they say? (Include TAC case #) N/A n/a

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

**DVM/DSM Notified Regarding TAC Involvement?** Yes

## **VEHICLE REPAIR HISTORY:**

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

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

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

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

□ <u>Brakes</u>							
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
☐ Engine	e/Fuel/Ex	<u>thaust</u>					
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:			
10/12/09	345310	1	21250	C/S veh wont start just cranks / open in fuel pump had 0 PSI fuel pressure had power and ground at pump L1200 2.00 – R&R gas tank and replace fuel pump module, sublet for repairs			
☐ <u>Restraints</u>							
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:			

## ☐ Steering

☐ <u>Transmission</u>

Dat	<u>e:</u>	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/	/09	329991	6	14804	C/S the power steering light is on / see history had C0545 stored had an intermit ten open in steering torque sensor E7680 1.30 ran chart for code found an intermitten open in steering torque sensor - replaced steering column and cleared code test drove operating to specs
					5 Day Rental
05/0	04/09	332274	1	15792	C/S she still hears a clunk noise in steering in reverse and on turns / parts ordered
05/0	09/09	332779	3	15910	C/S hearing a noise in the steering on turns / parts in, intermediate steering shaft popping – lubricate and reposition intermediate steering shaft, reposition I-shaft to correct noise per bulletin
					1 Day Rental (see RO 334344)
08/	13/09	340610	5	19500	C/S steering moves side to side at low speeds / internal short in power steering motor causing steering wheel to move while driving – replaced power steering motor assembly and recalibrate module with tech, cruise control not working
10/	12/09	345310	*	21250	C/S cruise control not working at times / parts in, steering wheel inflatable restraint module coil replacement – R&R steering wheel and replace sir coil assembly

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Axle</u>				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Body/T</u>	<u>rim</u>			
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Chassis	<u>S</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Electric	<u>:al</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Glass				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Date.	<u>KO # .</u>	Days Out.	wiiicage.	bescription of complaint and Repair 1 errormed.
HVAC	"			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Paint</u>				
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Susper	<u>ision</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Wheel/	'Tires			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Recalls	s / Camp	aigns		
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
4/3/09	329991	*	14804	999 Recall campaign
Othor				
☐ Other				

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/09	329991	*	14804	LOF

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

## **ACCIDENT / INSURANCE INFORMATION:**

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N)	N
Did you confirm your answer with the dealer/Customer (if ADR)/attorney (if Legal)? (Y or N)	Y
What type of damage was sustained (example: front end collision)?	N/A
Are the RO's attached if the vehicle was in an accident? (Y or N) Has the customer filed any insurances claims on this Vehicle? (Y or I If Yes obtain the following information below	N/A N/A
Insurance Company:	N/A
Insurance Rep :  (First and Last Name)	N/A
Phone #	N/A
Claim Made? (Y or N):	N/A
Claim Status:	N/A
Claim #	N/A
Did Insurance Company refer customer to GM? (Y or N)	N/A
If Yes. Did the insurance company deny the claim? (Y or N)	N/A
AFTERMARKET MODIFICATIONS: Are there any Aftermarket Modifications to the Vehicle? (Y or N)	N/A
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer.  n/a	1 11 12
Have you confirmed modification with the dealership? (Y or N)	Y
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: No other files found Date & Offer/Result: {TEXT}	

Concern: {TEXT}
Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

## BBB PROGRAM SUMMARY ASSESSMENT:

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

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

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

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

{Eligibility Detail}

### Customer/Plaintiff Seeks:

Repurchase

## **Customer/Plaintiff Theory:**

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

Non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same.

.....

## Note: This section only applicable for Legal cases

Is Lemon Law Pled/Alleged?: Yes

Under what State? Tx Claimed Presumptive? Yes

Does Purchase Qualify? Yes If not, why? NA

## **State Presumption Is:**

# of Visits for a Non-Conformity? # of visits for a Safety Complaint? Must Complaint Continue to Exist? Time Period for filing a Claim? 4 # of Days out of Service? 30
2 # of Visits Total? 4
Yes Final Repair/Arbitration Required? Yes

Two of the repair attempts must be made within 12 months or 12,000 miles, whichever comes first. The two other repair attempts must be made within 12 months or 12,000 miles

immediately following the date of the 2nd repair

## Vehicle Service History (During Presumptive Period) is:

# of Visits for a Non-Conformity? 4 # of Days out of Service? 16 # of visits for a Safety Complaint? 0 # of Visits Total? 5 Complaint appears to Continue? Unknown Final Repair/Arbitration Complete? No

## Does History appear Presumptive: NO

## Vehicle Service History (During Limited Warranty Period) is:

# of Visits for a Non-Conformity?	4	# of Days out of Service?	0
# of visits for a Safety Complaint?	0	# of Visits Total?	5
Must Complaint Continue to Exist?	NA	Final Repair or Arbitration Reg'd?	NA

## Related Repairs beyond NVLW: NONE

Customer Pay?	NA	If no, identify responsible party:	NA
Additional Days out of Service?	NA	Additional # of Repair Visits?	NA

## Other Considerations: NO

Outcome/Findings of Arb/Final Re	epair:	NA
Prior Goodwill/reimbursement:	NA	NA
Out of Pocket Expenses:	NA	NA

## **RECOMMENDATION AND RATIONALE:**

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

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

No information received from DVM

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

Svc Mgr advsd the FFOM Rose Crookston has come out to the dirship and met with cust and dir unable to determine cause

Identify at least three main strengths of the customer's case?  $\{TEXT\}$ 

Identify at least three main weaknesses of the customer's case? {TEXT}

Are there any considerations to be made under other applicable laws? (Explain in detail)  $\{TEXT\}$ 

### Recommendation:

\$ 20,680.54 10% \$2,068 15% \$3,100 20% \$4,135

#### Rationale:

Demand is for Tx DTPA, Fed Mag Moss, State LL and UCC. Vehicle has been out of service for a total of 16 days with 4 steering issues(1 pwr steering lite on, 2 steering noise, R&R steering wheel) and engine no start issue. 1<sup>st</sup> steering wheel issue began at 14,804 miles and therefore does not appear to be presumptive. CRS recommends cash settlement of up to \$4,000 due to 4 steering issues.

## Settlement/Defense Strategy:

{TEXT}

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

progression.

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

Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:	nd: \${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
CRS Intial Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
PLAINTIFF Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
CRS Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

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\*Add additional lines for additional offers/counter offers

"Add additional lines for	additional offers/coul	nter oners.	
Recommendation of	CRS:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable): \${Amount}
Recommendation of	Field:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable):
Final Decision:		Arbitrate case:	\${Amount} Settle case:
Settlement Type:	{GW/Repurchase F	Repair}	Attorney Fees (if applicable): \${Amount}
TEAM LEAD APPR	ROVING:	{Name}	Date:{mm/dd/yy}

COMPONENT	DESCRIPTION
Axle	Includes all components related to the axle, differential, driveline, & rear end.
Body/ Trim	All body panels & associated mechanical hardware, including sunroof and T-tops (no Paint issues).  All interior or exterior mirrors, moldings, cup holders, weather strips, cloth & leather fabric, seats & associated hardware components.
Brakes	All mechanical, electrical, or fluid related components of the Brake system.
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*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).
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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.

**Phone:** 602 277 3666 **Fax:** 18667736152

## **FAX**

Re: Date: 12/10/2009 13:08:55 PST

To: Elisa Ortiz

Re: v. GeneralMotors, LLC

Claire Manke Weisberg & Meyers, LLC 888 595 9111 ext 229 866 565 1327 facsimile

WMLawAttorneysForConsumers.com

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VXX096 (LASER)

5725 Spohn Drive P.O. Box 81349 Corpus Christi, TX 78468 (361) 986-4500 www.navyarjnyfcu/com Open-End Disbursement Receipt *Plus* BORROWER INFORMATION ORROWER 1 NAMI **BONNOWER 2 NAME** ACCOUNT NUMBER DATE OBAFR2006 SECURITY OFFERED THE ADVANCE IS SECURED BY YOUR SHARES, ALL PROPERTY SECURING OTHER PLAN ADVANCES AND LOANS RECEIVED IN THE PAST OR IN THE FUTURE, AND THE FOLLOWING PROPERTY:
PROPERTY/MODEL YEAR LO. NUMBER
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YEAR KAY NUMBER CHEVROLET MAL1BU 2008 1G12H57898F 22402.00 PLEUGE OF SHARES ACCOUNT PLEDGE OF SHARES ACCOUNT AND/OR DEPOSITS NUMBER NUMBER 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 noverage(s) shown below. In order for goverage to become affective you must meet all insurance eligibility requirements stated in the Credit insurance Application/Schedule. NOTE: The insurance you're applying for contains certain terms and exclusions; Refer to your certificate for coverage details, if you need a copy of the insurance Certificate, just ask. By signing below. you authorize us to add the charges for the insurance to your outstanding belance each month. Coverage election applies to the entire balance on this subaccount. Insurance rates are subject to change, DOST PER MICO OF YOUR NAME OF INSUREDISE YOU GLECT THE COLLOWING MUNIMLY LOAN BALANGE YES Single Credit Disability 3 .177 YES Single Credit Life \$ .062 NO Joint Credit Life 9 .093 REPAYMENT TERMS ANNUAL PERCENTAGE RATE INTEREST RATE IS: OTHER FEED (Amount and Description) DAILY PERIODIC MATE NEW BALANCE THIS SUBACCOUNT D.0235616% 8.60 9 22402.06 Pixed PAYMENT AMOUNT PAYMENT ERFOLIENCY AMOUNT ADVANCED DATE DUE LINE OF CREDIT LIMIT REMAINING LIMIT \* 202.00 \$ 22402.06 16MAY2008 81-Weekly SIGNATURES CONTINUES OF THE STREET OF THE ST By signing below, or by endersing the proceeds check for the adversor described obove, 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 Officed section above ("Property") is security under the terms of the LOANLINER Credit and Scourity Agrogment (the "Plan") for all amounts you own 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 gredit card loan that you have with the gredit union now or in (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 frisurance, you are voluntarily electing the coverage checked in the Subsequent Election for Voluntary Payment Protection section above. Х IX ISEAL! (SEAL) BORROWER : MONATURE SORROWER 2 SIGNATURE DATÉ FÖR CREDIT UNION USE ONLY MEMBER PAYO RECOURTED: BRANCH NUMBER: PLAN/BUBACCOUNT NO PROCESSED BY: LOAN OFFICER COMMENTS DATE LOAN OFFICER INITIALS DZAPR2008 RVR

Section 1

2118 8.P.I.O. CORPUS CHRISTI, TX 78416

## BUYER'S **ORDER & INVOICE**

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PASSO DI DENO		20680.54
NEW CORE SOME MALKELL 4DK	1, List PRICE	
TAN MORE PART	2, "DEALER INSTALLED SQUIPMENT" -	N/A
1ZH57B90F 232	—-\ A.	N/A
LL NO.	B.	N/A
18 SANDSTONE	C.	N/A
DESCRIPTION OF TRADE IN #1	E.	N/A
VOLD MICHEL BYLL	—{	N/A
	ä,	20080.84
L NO. METOE	S. TOTAL PRICE	N/A
EE NO. COLOR TRIM	4. REBATE	N/A
	t, TRADE-IN ALLOWANCE #1	N/A
DISCRIPTION OF TRADILIN #2	8. TRADE:N ALLOWANCE #2 2. DEALER PREP (USED GAR ONLY)	N/A
	B. TAXABLE AMOUNT	20880.54
E YEAR MOONE CTYLE	9, SALES TAX	1292.53
PA, NO.	10. OFALIA'S INVENTORY TAX	42,44
	11. DEPUTY FM	65.80
MEST MO. COLICIA TORMA	12. LICENSE FEE / PLATE TRANSFER FEE	43.00
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## Mary Schwartz/Austin/GM1

12/15/2009 10:08 AM

To slandgraf@attorneysforconsumers.com

cc

bcc

Subject Re: Your client

Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Mary Schwartz/Austin/GM1



## Mary Schwartz/Austin/GM1

12/10/2009 03:41 PM

To slandgraf@attorneysforconsumers.com

CC

Subject Your client

Re: Your 2008 Chevrolet Malibu VIN: 1G1ZH57B98F Your file # T090087X GM SR# 71-777480692

I have attached our offer and release for your client Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. I will also need a copy of your clients current registration. The name on the registration must match the name on the release. I will not be able to process the settlement without the registration.





Offer.doc Release.doc

Thank you,

Mary Schwartz Legal Agent - BRC Legal Department Aditya Birla Minacs 1-(866) 790-5600 x 31062 | mary\_schwartz@gmexpert.com Fax # 866-485-8229



"Susan Landgraf" <slandgraf@attorneysforco nsumers.com>

12/15/2009 02:05 PM

To "'Mary\_Schwartz@gmexpert.com'" <Mary\_Schwartz@gmexpert.com>

bcc

Subject FW: Your client Lott

History:

This message has been replied to.

I sent a counter to you yesterday (see below)

Susan Landgraf
Weisberg & Meyers
888 595 9111 ext 116
866 317 2674 facsimile
WMLawAttorneysForConsumers.com

\*Licensed in Texas

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From: Susan Landgraf

**Sent:** Monday, December 14, 2009 2:52 PM

To: 'Mary\_Schwartz@gmexpert.com'

Subject: RE: Your client

Mary,

My counter demand to resolve this matter is \$5,500 inclusive of all fees and costs. Please let me know.

**Thanks** 

Susan Landgraf Weisberg & Meyers 888 595 9111 ext 116

## 866 317 2674 facsimile WMLawAttorneysForConsumers.com

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**From:** Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Thursday, December 10, 2009 2:41 PM

To: Susan Landgraf

Subject: Your client

Re: Your client
2008 Chevrolet Malibu
VIN: 1G1ZH57B98F
Your file # T090087X
GM SR# 71-777480692

I have attached our offer and release for your client Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. I will also need a copy of your clients current registration. The name on the registration must match the name on the release. I will not be able to process the settlement without the registration.

Thank you,

Mary Schwartz
Legal Agent – BRC Legal Department
Aditya Birla Minacs
1-(866) 790-5600 x 31062 | mary\_schwartz@gmexpert.com
Fax # 866-485-8229



#### VIA FAX ONLY

December 21, 2009

Susan Landgraf, Esq. Weisberg & Meyers, LLC 5025 N Central Ave Phoenix, AZ 85012

RE:

Service Request: 71-777480692

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B98F

Customer Relationship Specialist: Mary

#### Dear Ms. Landgraf:

We regret that your client(s) is dissatisfied with his 2008 Chevrolet Malibu and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$3,000.00.

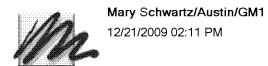
The above offer is inclusive of any and all costs, fees, expenses, and attorney's fees, known or unknown, that are associated with the above-referenced vehicle and is contingent upon receipt of a copy of the current registration (valid for at least 30 days beyond the date this letter is signed by your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

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

Please refer to the service request number above when contacting our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.		
Sincerely,		
General Motors		
cc: FILE		
LG0044 V10142009		
Attach.		
Odometer		
Client's Signature	Client's Signature	
Date	 Date	



Attached is my counteroffer and release. Please confirm receipt of this offer and advise if your client is in acceptance.



Offer 2nd.doc | Release 2nd.doc

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>



"Susan Landgraf" <slandgraf@attorneysforco nsumers.com> 12/15/2009 02:05 PM

To "'Mary\_Schwartz@gmexpert.com" <Mary\_Schwartz@gmexpert.com>

CC

Subject FW: Your client

I sent a counter to you yesterday (see below)

Susan Landgraf
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888 595 9111 ext 116
866 317 2674 facsimile
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The U.S. Treasury Department requires us to advise you that this written advice is not intended or

written by our firm to be used, and cannot be used by any taxpayer, for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code. Written advice from our firm relating to Federal tax matters may not, without our express written consent, be used in promoting, marketing or recommending any entity, investment plan or arrangement to any taxpayer, other than the recipient of the written advice.

From: Susan Landgraf

Sent: Monday, December 14, 2009 2:52 PM

To: 'Mary\_Schwartz@gmexpert.com'

Subject: RE: Your client

Mary,

My counter demand to resolve this matter is \$5,500 inclusive of all fees and costs. Please let me know.

Thanks

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**From:** Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Thursday, December 10, 2009 2:41 PM

To: Susan Landgraf

Subject: Your client

Re: Your client 2008 Chevrolet Malibu

VIN: 1G1ZH57B98F Your file # T090087X GM SR# 71-777480692

I have attached our offer and release for your client Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. I will also need a copy of your clients current registration. The name on the registration must match the name on the release. I will not be able to process the settlement without the registration.

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Mary Schwartz
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Fax # 866-485-8229

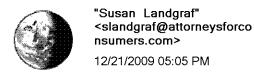
# **RELEASE OF CLAIM**

assigns, heirs and executors, in consideration of \$3,000 release(s) and discharge(s) General Motors Corpora Company, their subsidiaries, their authorized independence, parts and components that are distributed to the their authorized independence of the their authorized independence of the their authorized independence of their	tion, Motors Liquidation Company, General Motors endent dealers, any designers and suppliers of by them, and their respective agents and employees diall claims, causes of action, demands, damages, and reindirectly arise from, are related to, or are in any ce, operation, alteration, or use of Releasor(s) 2008 mber 1G1ZH57B98F ("Subject Vehicle"), alleged defects in the subject vehicle. This Release above named persons or entities from any liability lity arising out of the use or operation of the Subject Notwithstanding the above, General Motors Company arer's express limited warranty and any applicable of the subject vehicle. If Releasor(s) has/have initiated							
The subject vehicle's mileage iso	n the date of the signing of this release.							
acknowledge(s) that this Release constitutes the entiand Releasor(s) is/are not relying on any representation 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 Releasees, and Releasor(s) is/are not relying on any representations, promises or inducements other than those stated							
PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, YOU ARE SIGNIFYING THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.								
I/We agree to the terms of this Release of	All Claims							
DATE SIGNED:								
Claimant's Signature	Claimant's Signature							
Address	Address							
City, State, Zip Code	City, State, Zip Code							
STATE OF								
COUNTY OF								

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

CC: File

LG0024 V6302006



To "'Mary\_Schwartz@gmexpert.com'"
<Mary\_Schwartz@gmexpert.com>
cc
bcc

Subject RE: FW: Your client

Mary, My counter is \$5,000 inclusive. Thanks,

Susan Landgraf
Weisberg & Meyers
888 595 9111 ext 116
866 317 2674 facsimile
WMLawAttorneysForConsumers.com

\*Licensed in Texas

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**From:** Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Monday, December 21, 2009 1:12 PM

To: Susan Landgraf

Subject: Re: FW: Your client

Attached is my counteroffer and release. Please confirm receipt of this offer and advise if your client is in acceptance.

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>

12/15/2009 02:05 PM

To""Mary\_Schwartz@gmexpert.com" <Mary\_Schwartz@gmexpert.com> cc SubjecFW: Your client

I sent a counter to you yesterday (see below)

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From: Susan Landgraf

Sent: Monday, December 14, 2009 2:52 PM

**To:** 'Mary\_Schwartz@gmexpert.com' **Subject:** RE: Your client

Mary,

My counter demand to resolve this matter is \$5,500 inclusive of all fees and costs. Please let me know. Thanks

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**From:** Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Thursday, December 10, 2009 2:41 PM

To: Susan Landgraf

Subject: Your client

Re: Your client 2008 Chevrolet Malibu
VIN: 1G1ZH57B98F
Your file # T090087X
GM SR# 71-777480692

I have attached our offer and release for your client Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. I will also need a copy of your clients current registration. The name on the registration must match the name on the release. I will not be able to process the settlement without the registration.

## Thank you,

Mary Schwartz
Legal Agent – BRC Legal Department
Aditya Birla Minacs
1-(866) 790-5600 x 31062 | mary\_schwartz@gmexpert.com
Fax # 866-485-8229



#### VIA FAX ONLY

December 30, 2009

Susan Landgraf, Esq. Weisberg & Meyers, LLC 5025 N Central Ave Phoenix, AZ 85012

RE:

Service Request: 71-777480692

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B98F

Customer Relationship Specialist: Mary

#### Dear Ms. Landgraf:

We regret that your client(s) is dissatisfied with his 2008 Chevrolet Malibu and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$4,000.00.

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.

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

Please refer to the service request number abov 231-1841 Monday through Friday between 8:00	re when contacting our Business Resource Center at 1-800-0 a.m. and 5:00 p.m., Eastern Time.
Sincerely,	
General Motors	
cc: FILE	
LG0044 V10142009	
Attach.	
Odometer	
Client's Signature	Client's Signature
Date	 Date



Mary Schwartz/Austin/GM1 12/30/2009 03:26 PM bcc

Subject RE: FW: Your client

Susan,

Attached is my counteroffer and release. Please confirm receipt of this offer and advise if your client is in acceptance.



**#**]

Offer 3rd.doc Release 3rd.doc

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>



"Susan Landgraf"
<slandgraf@attorneysforco
nsumers.com>
12/21/2009 05:05 PM

To "'Mary\_Schwartz@gmexpert.com'" <Mary\_Schwartz@gmexpert.com>

CC

Subject RE: FW: Your client

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Susan Landgraf Weisberg & Meyers 888 595 9111 ext 116 866 317 2674 facsimile WMLawAttorneysForConsumers.com

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"Susan Landgraf" <slandgraf@attorneysforconsumers.com>

12/15/2009 02:05 PM

I sent a counter to you yesterday (see below)

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Subject: RE: Your client

Mary,

My counter demand to resolve this matter is \$5,500 inclusive of all fees and costs. Please let me know. Thanks

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To: Susan Landgraf
Subject: Your client

Re: Your client
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VIN: 1G1ZH57B98F
Your file # T090087X
GM SR# 71-777480692

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Thank you,

Mary Schwartz
Legal Agent – BRC Legal Department
Aditya Birla Minacs
1-(866) 790-5600 x 31062 | mary\_schwartz@gmexpert.com
Fax # 866-485-8229

# **RELEASE OF CLAIM**

I, (hereinafter referred to as "Releasor(s assigns, heirs and executors, in consideration of \$4,000 release(s) and discharge(s) General Motors Corporation Company, their subsidiaries, their authorized independ vehicles, parts and components that are distributed by to (hereinafter referred to as "Releasees") from any and all claims for attorney's fees and costs which directly or in way associated with the purchase, repair, maintenance, Chevrolet Malibu bearing Vehicle Identification Numb including but not limited to any claims based on any all of Claim shall not be construed to release any of the ab regarding claims of personal injury or products liability Vehicle after the date of execution of this release. Not agrees to honor the remaining term of the manufacturer GM Protection Plans which accompanied the sale of the any court, arbitration or other proceeding against Release proceeding with prejudice.	2.00 paid by General Motors Company, hereby in, Motors Liquidation Company, General Motors lent dealers, any designers and suppliers of them, and their respective agents and employees ill claims, causes of action, demands, damages, and indirectly arise from, are related to, or are in any operation, alteration, or use of Releasor(s) 2008 for 1G1ZH57B98F ("Subject Vehicle"), leged defects in the subject vehicle. This Release ove named persons or entities from any liability or arising out of the use or operation of the Subject withstanding the above, General Motors Company is express limited warranty and any applicable e subject vehicle. If Releasor(s) has/have initiated					
The subject vehicle's mileage ison the	he 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 Releasees, 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						
STATE OF COUNTY OF						

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

CC: File

LG0024 V6302006



To "'Mary\_Schwartz@gmexpert.com'" <Mary\_Schwartz@gmexpert.com> cc

bcc

Subject RE: FW: Your client

Mary, Can we meet in the middle at \$4,500?

Susan Landgraf Weisberg & Meyers 888 595 9111 ext 116 866 317 2674 facsimile WMLawAttorneysForConsumers.com

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From: Mary Schwartz@gmexpert.com [mailto:Mary Schwartz@gmexpert.com]

Sent: Wednesday, December 30, 2009 2:27 PM

To: Susan Landgraf

**Subject:** RE: FW: Your client

nt

Susan,

Attached is my counteroffer and release. Please confirm receipt of this offer and advise if your client is in acceptance.

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>

12/21/2009 05:05 PM

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To: Susan Landgraf

<sup>\*</sup>Licensed in Texas

Subject: Your client

Re: Your client
2008 Chevrolet Malibu
VIN: 1G1ZH57B98F
Your file # T090087X
GM SR# 71-777480692

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Fax # 866-485-8229

# PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL

#### **BRC CASE ASSESSMENT**

#### **Latest Revision Date:**

N/A

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

SR: 71-777480692 GM Legal File / BBB Case No.: NA

By: Elisa Ortiz BRC Legal Research Negotiator: Mary Schwartz Customer Last Name: State: TX Only customer's last name to be recorded. Do not include first name. Vehicle ID No.: In Service Date: Vehicle Purchased: BAC Code: 1G1ZH57B98F 03/31/08 New 114898 Year, Make & Model: 2008 Chevrolet Malibu Vehicle Purchased Used on: n/a Current Mileage: 21,250 Dealer Name: Allen Samuels Chevrolet Sale Type: Purchase X Lease Other : N/A CAM Name: Paul B Rodarmer Phone Number: 972-443-2907 OtherX: Navy/Army Federal **DVM Name: Rose Crookston** Lien holder: **GMAC** Phone/Cell Number: 972075-8021 Credit Union Purchase Price of Vehicle: \$ 20,680.54 Was TAC contacted for this vehicle (Y/N)? : No DVM requests involvement?: Yes Attorney Involvement: Weisberg & Meyers, LLC Service Manager Name: Robert Phone Number: 866-775-3666 Treviño Fax Number: 866-317-2674 Phone Number: 361-884-5234 Are there additional field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary. N/A Are there additional dealerships involved? If Yes, List the dealership name, contact name, and phone number. Repeat as necessary.

If TAC was contacted, what did they say? (Include TAC case #) N/A n/a

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

**DVM/DSM Notified Regarding TAC Involvement?** Yes

#### **VEHICLE REPAIR HISTORY:**

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

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

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

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

☐ <u>Brakes</u>	<u>S</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Engine	e/Fuel/Ex	<u>thaust</u>		
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10/12/09	345310	1	21250	C/S veh wont start just cranks / open in fuel pump had 0 PSI fuel pressure had power and ground at pump L1200 2.00 – R&R gas tank and replace fuel pump module, sublet for repairs
☐ <u>Restraints</u>				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:

# ☐ Steering

☐ <u>Transmission</u>

Dat	<u>e:</u>	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/	/09	329991	6	14804	C/S the power steering light is on / see history had C0545 stored had an intermit ten open in steering torque sensor E7680 1.30 ran chart for code found an intermitten open in steering torque sensor - replaced steering column and cleared code test drove operating to specs
					5 Day Rental
05/0	04/09	332274	1	15792	C/S she still hears a clunk noise in steering in reverse and on turns / parts ordered
05/0	09/09	332779	3	15910	C/S hearing a noise in the steering on turns / parts in, intermediate steering shaft popping – lubricate and reposition intermediate steering shaft, reposition I-shaft to correct noise per bulletin
					1 Day Rental (see RO 334344)
08/	13/09	340610	5	19500	C/S steering moves side to side at low speeds / internal short in power steering motor causing steering wheel to move while driving – replaced power steering motor assembly and recalibrate module with tech, cruise control not working
10/	12/09	345310	*	21250	C/S cruise control not working at times / parts in, steering wheel inflatable restraint module coil replacement – R&R steering wheel and replace sir coil assembly

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Axle</u>				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Body/T</u>	<u>rim</u>			
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Chassis	<u>S</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Electric	<u>:al</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Glass				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Date.	<u>KO # .</u>	Days Out.	wiiicage.	bescription of complaint and Repair 1 errormed.
HVAC	"			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Paint</u>				
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Susper	<u>ision</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Wheel/	'Tires			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Recalls	s / Camp	aigns		
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
4/3/09	329991	*	14804	999 Recall campaign
Othor				
☐ Other				

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/09	329991	*	14804	LOF

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

# **ACCIDENT / INSURANCE INFORMATION:**

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N)	N
Did you confirm your answer with the dealer/Customer (if ADR)/attorney (if Legal)? (Y or N)	Y
What type of damage was sustained (example: front end collision)?	N/A
Are the RO's attached if the vehicle was in an accident? (Y or N) Has the customer filed any insurances claims on this Vehicle? (Y or I If Yes obtain the following information below	N/A N/A
Insurance Company:	N/A
Insurance Rep :  (First and Last Name)	N/A
Phone #	N/A
Claim Made? (Y or N):	N/A
Claim Status:	N/A
Claim #	N/A
Did Insurance Company refer customer to GM? (Y or N)	N/A
If Yes. Did the insurance company deny the claim? (Y or N)	N/A
AFTERMARKET MODIFICATIONS: Are there any Aftermarket Modifications to the Vehicle? (Y or N)	N/A
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer.  n/a	1 11 12
Have you confirmed modification with the dealership? (Y or N)	Y
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: No other files found Date & Offer/Result: {TEXT}	

Concern: {TEXT}
Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

#### BBB PROGRAM SUMMARY ASSESSMENT:

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

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

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

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

{Eligibility Detail}

#### Customer/Plaintiff Seeks:

Repurchase

### **Customer/Plaintiff Theory:**

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

Non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same.

.....

#### Note: This section only applicable for Legal cases

Is Lemon Law Pled/Alleged?: Yes

Under what State? Tx Claimed Presumptive? Yes

Does Purchase Qualify? Yes If not, why? NA

#### **State Presumption Is:**

# of Visits for a Non-Conformity? # of visits for a Safety Complaint? Must Complaint Continue to Exist? Time Period for filing a Claim? 4 # of Days out of Service? 30
2 # of Visits Total? 4
Yes Final Repair/Arbitration Required? Yes

Two of the repair attempts must be made within 12 months or 12,000 miles, whichever comes first. The two other repair attempts must be made within 12 months or 12,000 miles

immediately following the date of the 2nd repair

# Vehicle Service History (During Presumptive Period) is:

# of Visits for a Non-Conformity? 4 # of Days out of Service? 16 # of visits for a Safety Complaint? 0 # of Visits Total? 5 Complaint appears to Continue? Unknown Final Repair/Arbitration Complete? No

# Does History appear Presumptive: NO

# Vehicle Service History (During Limited Warranty Period) is:

# of Visits for a Non-Conformity?	4	# of Days out of Service?	0
# of visits for a Safety Complaint?	0	# of Visits Total?	5
Must Complaint Continue to Exist?	NA	Final Repair or Arbitration Reg'd?	NA

# Related Repairs beyond NVLW: NONE

Customer Pay?	NA	If no, identify responsible party:	NA
Additional Days out of Service?	NA	Additional # of Repair Visits?	NA

# Other Considerations: NO

Outcome/Findings of Arb/Final Re	epair:	NA
Prior Goodwill/reimbursement:	NA	NA
Out of Pocket Expenses:	NA	NA

#### RECOMMENDATION AND RATIONALE:

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

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

No information received from DVM

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

Svc Mgr advsd the FFOM Rose Crookston has come out to the dirship and met with cust and dir unable to determine cause

Identify at least three main strengths of the customer's case? {TEXT}

Identify at least three main weaknesses of the customer's case? {TEXT}

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

#### Recommendation:

CRS recommends cash settlement of up to \$4,000

1/6/09 CRS recommends offer of \$4,500 to settle case.

\$ 20,680.54 10% \$2,068 15% \$3,100 20% \$4,135

#### Rationale:

Demand is for Tx DTPA, Fed Mag Moss, State LL and UCC. Vehicle has been out of service for a total of 16 days with 4 steering issues(1 pwr steering lite on, 2 steering noise, R&R steering wheel) and engine no start issue. 1<sup>st</sup> steering wheel issue began at 14,804 miles and therefore does not appear to be presumptive. CRS recommends cash settlement of up to \$4,000 due to 4 steering issues.

1/6/09 Recd counterdemand of \$4,500 from attorney. CRS recommends offer of \$4,500 to settle case.

# Settlement/Defense Strategy:

{TEXT}

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

progression.

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

Add additional lines for addit		1	
Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:	i <b>nd:</b> NA NA	Settlement Type: Repurchase Date: 11/11/09	Countered
CRS Intial Offer: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$2,000.00	Settlement Type: Cash Settlement Date: 12/10/09	Countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$5,500	Settlement Type: Cash Settlement Date: 12/21/09	Countered
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$3,000	Settlement Type: Cash Settlement Date: 12/21/09	Countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$5,000	Settlement Type: Cash Settlement Date: 12/24/09	Countered
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$4,000	Settlement Type: Cash Settlement Date: 12/30/09	Countered
PLAINTIFF Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$4,500	Settlement Type: Cash Settlement Date: 1/5/10	{Accepted / Declined}
CRS Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date:	{Accepted / Declined}

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

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

"Add additional lines for	additional offers/coul	nter oners.	
Recommendation of	CRS:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable): \${Amount}
Recommendation of	Field:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable):
Final Decision:		Arbitrate case:	\${Amount} Settle case:
Settlement Type:	{GW/Repurchase F	Repair}	Attorney Fees (if applicable): \${Amount}
TEAM LEAD APPR	ROVING:	{Name}	Date:{mm/dd/yy}

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



#### VIA FAX ONLY

January 7, 2010

Susan Landgraf, Esq. Weisberg & Meyers, LLC 5025 N Central Ave Phoenix, AZ 85012

RE:

Service Request: 71-777480692

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B98F

Customer Relationship Specialist: Mary

Dear Ms. Landgraf:

We regret that your client(s) is dissatisfied with his 2008 Chevrolet Malibu and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$4,500.00.

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.

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

Please refer to the service request number above 231-1841 Monday through Friday between 8:00	re when contacting our Business Resource Center at 1-800-0 a.m. and 5:00 p.m., Eastern Time.
Sincerely,	
General Motors	
cc: FILE	
LG0044 V10142009	
Attach.	
Odometer	
Client's Signature	Client's Signature
Date	 Date



# Mary Schwartz/Austin/GM1

To "Susan Landgraf" <slandgraf@attorneysforconsumers.com>@SITELCWEB

bcc

Subject RE: FW: Your client

Susan.

Attached is the offer and release for \$4,500.00. Please forward the signed documents for settlement as





Offer 4th.doc Release 4th.doc

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>



"Susan Landgraf" <slandgraf@attorneysforco nsumers.com> 01/04/2010 03:20 PM

To "'Mary\_Schwartz@gmexpert.com'" <Mary\_Schwartz@gmexpert.com>

Subject RE: FW: Your client

Mary,

Can we meet in the middle at \$4,500?

Susan Landgraf Weisberg & Meyers 888 595 9111 ext 116 866 317 2674 facsimile WMLawAttorneysForConsumers.com

\*Licensed in Texas

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mailto:Mary_Schwartz@gmexpert.com] 2:27 PM
Please confirm receipt of this offer and advise if your client is in
umers.com>
To"'Mary_Schwartz@gmexpert.com'"

Mary,

My counter is \$5,000 inclusive. Thanks,

Susan Landgraf Weisberg & Meyers 888 595 9111 ext 116 866 317 2674 facsimile WMLawAttorneysForConsumers.com

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**From:** Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Monday, December 21, 2009 1:12 PM

To: Susan Landgraf

Subject: Re: FW: Your client

Attached is my counteroffer and release. Please confirm receipt of this offer and advise if your client is in acceptance.

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>

12/15/2009 02:05 PM

To"Mary\_Schwartz@gmexpert.com"

<Mary\_Schwartz@gmexpert.com>
cc
SubjecFW: Your client

I sent a counter to you yesterday (see below)

Susan Landgraf Weisberg & Meyers 888 595 9111 ext 116 866 317 2674 facsimile WMLawAttorneysForConsumers.com

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From: Susan Landgraf

Sent: Monday, December 14, 2009 2:52 PM

To: 'Mary\_Schwartz@gmexpert.com'

Subject: RE: Your client

Mary,

My counter demand to resolve this matter is \$5,500 inclusive of all fees and costs. Please let me know. Thanks

Susan Landgraf Weisberg & Meyers 888 595 9111 ext 116

# 866 317 2674 facsimile WMLawAttorneysForConsumers.com

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**From:** Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Thursday, December 10, 2009 2:41 PM

To: Susan Landgraf

Subject: Your client

Re: Your client 2008 Chevrolet Malibu
VIN: 1G1ZH57B98F
Your file # T090087X
GM SR# 71-777480692

I have attached our offer and release for your client Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. I will also need a copy of your clients current registration. The name on the registration must match the name on the release. I will not be able to process the settlement without the registration.

Thank you,

Mary Schwartz
Legal Agent – BRC Legal Department
Aditya Birla Minacs
1-(866) 790-5600 x 31062 | mary\_schwartz@gmexpert.com
Fax # 866-485-8229

# **RELEASE OF CLAIM**

assigns, heirs and executors, in consideration of \$4,500.00 paid by General Motors Company, hereby release(s) and discharge(s) General Motors Corporation, Motors Liquidation Company, General Motors Company, their subsidiaries, their authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by them, and their respective agents and employees (hereinafter referred to as "Releasees") from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2008 Chevrolet Malibu bearing Vehicle Identification Number 1G1ZH57B98F ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Company agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against Releasees, Releasor(s) immediately will dismiss the proceeding with prejudice.
The subject vehicle's mileage ison 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 Releasees, 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
The agree to the terms of this release of the claims
DATE SIGNED:
Claimant's Signature Claimant's Signature
Address Address
City, State, Zip Code City, State, Zip Code
STATE OF
STATE OF COUNTY OF

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

CC: File

LG0024 V6302006



# Mary Schwartz/Austin/GM1

01/12/2010 03:53 PM

To "Susan Landgraf" <slandgraf@attorneysforconsumers.com>

CC

bcc

Subject RE: FW: Your client



Susan,

Please advise as to whether your client has accepted the offer and the status of the signed release.

Thank you, Mary

Mary Schwartz/Austin/GM1



# Mary Schwartz/Austin/GM1

01/07/2010 03:12 PM

To "Susan Landgraf"

<slandgraf@attorneysforconsumers.com>@SITELCWEB

CC

Subject RE: FW: Your client



Attached is the offer and release for \$4,500.00. Please forward the signed documents for settlement as soon as possible.





Offer 4th.doc Release 4th.doc

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>



"Susan Landgraf"
<slandgraf@attorneysforco
nsumers.com>
01/04/2010 03:20 PM

To "'Mary\_Schwartz@gmexpert.com'" <Mary\_Schwartz@gmexpert.com>

CC

Subject RE: FW: Your client

Mary,

Can we meet in the middle at \$4,500?

Susan Landgraf

Weisberg & Meyers 888 595 9111 ext 116 866 317 2674 facsimile WMLawAttorneysForConsumers.com

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From: Mary_Schwartz@gmexpert	com [mailto:Mary	_Schwartz@gmexpert.com]
------------------------------	------------------	-------------------------

Sent: Wednesday, December 30, 2009 2:27 PM

To: Susan Landgraf

Subject: RE: FW: Your client

Susan,

Attached is my counteroffer and release. Please confirm receipt of this offer and advise if your client is in acceptance.

Thank you, Mary

"Susan Landgraf" <slandgraf@attorneysforconsumers.com>

12/21/2009 05:05 PM

To"'Mary\_Schwartz@gmexpert.com"
<Mary\_Schwartz@gmexpert.com>

SubjecRE: FW: Your client

Mary,

My counter is \$5,000 inclusive. Thanks,

Susan Landgraf
Weisberg & Meyers
888 595 9111 ext 116
866 317 2674 facsimile
WMLawAttorneysForConsumers.com

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From: Mary Schwartz@gmexpert.com [mailto:Mary Schwartz@gmexpert.com]

Sent: Monday, December 21, 2009 1:12 PM

To: Susan Landgraf

Subject: Re: FW: Your client

Attached is my counteroffer and release. Please confirm receipt of this offer and advise if your client is in acceptance.

Thank you, Mary "Susan Landgraf" <slandgraf@attorneysforconsumers.com>

12/15/2009 02:05 PM

To"Mary\_Schwartz@gmexpert.com"

<Mary\_Schwartz@gmexpert.com>
cc
SubjecFW: Your client
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I sent a counter to you yesterday (see below)

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Sent: Monday, December 14, 2009 2:52 PM

To: 'Mary\_Schwartz@gmexpert.com'

Subject: RE: Your client

Mary,

My counter demand to resolve this matter is \$5,500 inclusive of all fees and costs. Please let me know. Thanks

Susan Landgraf
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888 595 9111 ext 116
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**From:** Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Thursday, December 10, 2009 2:41 PM

To: Susan Landgraf
Subject: Your client

Re: Your clien 2008 Chevrolet Malibu

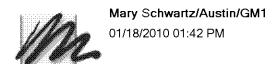
VIN: 1G1ZH57B98F Your file # T090087X

#### GM SR# 71-777480692

I have attached our offer and release for your client Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. I will also need a copy of your clients current registration. The name on the registration must match the name on the release. I will not be able to process the settlement without the registration.

Thank you,

Mary Schwartz
Legal Agent – BRC Legal Department
Aditya Birla Minacs
1-(866) 790-5600 x 31062 | mary\_schwartz@gmexpert.com
Fax # 866-485-8229



To Claire Manke <cmanke@attorneysforconsumers.com>@SITELCWEB bcc v. General Motors, LLC 🖺 Subject Re:

Claire.

Are you wanting the entire check sent to him? The W9 Attached is for

Mary

Claire Manke <cmanke@attorneysforconsumers.com>



Claire Manke <cmanke@attorneysforcons</pre> umers.com> 01/14/2010 06:20 PM

To "'Mary Schwartz@gmexpert.com'" <Mary Schwartz@gmexpert.com> CC

Subject v. General Motors, LLC

Please see attached.

Thank you.

Claire Manke Weisberg & Meyers, LLC 888 595 9111 ext 229 866 565 1327 facsimile WMLawAttorneysForConsumers.com

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#### Statement Required by U.S. Treasury Department:

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44.5





W-9.pdf Signed Release.pdf Signed Offer Letter.pdf



#### VIA FAX ONLY

January 7, 2010

Susan Landgraf, Esq. Weisberg & Meyers, LLC 5025 N Central Ave Phoenix, AZ 85012

RE:

Service Request: 71-777480692

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B98F

Customer Relationship Specialist: Mary

#### Dear Ms. Landgraf:

We regret that your client(s) is dissatisfied with his 2008 Chevrolet Malibu and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$4,500.00.

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.

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

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

cc: FILE

LG0044 V10142009

Attach.

23,971	
Client's Signature	Client's Signature
13 Jan 10 Date	Date

#### RELEASE OF CLAIM

(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 Company, hereby release(s) and discharge(s) General Motors Corporation, Motors Liquidation Company, General Motors Company, their subsidiaries, their authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by them, and their respective agents and employees (hereinafter referred to as "Releasees") from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2008 Chevrolet Malibu bearing Vehicle Identification Number 1G1ZH57B98F ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Company agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against Releasees, Releasor(s) immediately will dismiss the proceeding with prejudice.

The subject vehicle's mileage is 23,97/ 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 Releasees, 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

STATE OF \_\_\_\_\_\_ exa

COUNTY OF Nuces

DATE SIGNED: 14 Jan 10	
	N/A
( Palmanre Signanire	Claimant's Signature
Address	Address
Corpus Christi, TK	I NIA
City, State, Zip Code	City, State, Zip Code

ABBY MARTINEZ  MY COMMISSION EXPIRES May 21, 2013  Signature of Notary Rublic  May 21, 2013  Print, type or stamp Commissioned Name of Notary Public  OR Produced identification	by	Sworn to (or affirm	ed) and subscribed before me this 17 day of Innory, 2010
Type of identification TXDV # 15289296  My commission expires: 5-21-2013		MY COMMISSION EXPIRES May 21, 2013	Print, type or stamp Commissioned Name of Notary Public  Personally KnownOR Produced identification  Type of identification 15289296

CC: File

1.G0024 V6302006



To rose.crookston@gm.com

cc

bcc

Subject Customer SR# 71-777480692

#### Rose Crookston:

This email is to follow up on Service Request 71-777480692 for customer The customer's vehicle is a 2008 Chevrolet Malibu with 23,971 miles. The customer has been working with Allen Samuels Chevrolet in Corpus Christi, Tx.

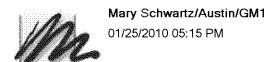
After negotiations with the plaintiff's counsel, the final offer of CASH in the amount of \$4,500 was accepted.

Also please note that TAC was not contacted on this case.

There is no need to reply to this email. It is sent for notification purposes only.

Thank you,

Mary Schwartz
Legal Agent - BRC Legal Department
Aditya Birla Minacs
1-(866) 790-5600 x 31062 | mary\_schwartz@gmexpert.com
Fax # 866-485-8229



bcc

Subject RE: v. General Motors, LLC

I do not have the registration for this case. Please forward it to me asap for cash settlement.

Thank you, Mary

"Tremain Davis" <tdavis@attorneysforconsumers.com>



"Tremain Davis"
<tdavis@attorneysforconsumers.com>
01/20/2010 03:37 PM

Subject RE: v. General Motors, LLC

The check should be sent to Weisberg & Meyers. We were requested to have our client complete a W9 so we did however if there is going to be a joint check then I have attached a Weisberg & Meyers' W9. Please have check sent to below thanks

Tremain Davis
Weisberg & Meyers
5025 N. Central Ave. #602
Phoenix, AZ 85012
888 595 9111 ext 227
866 565 1327 facsimile
WMLawAttorneysForConsumers.com

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written advice.

From: Mary\_Schwartz@gmexpert.com [mailto:Mary\_Schwartz@gmexpert.com]

Sent: Monday, January 18, 2010 11:42 AM

To: Claire Manke

Subject: Re: v. General Motors, LLC

Claire,

The W9 Attached is for Are you wanting the entire check sent to him?

Mary

Claire Manke <cmanke@attorneysforconsumers.com>

01/14/2010 06:20 PM

Please see attached.

Thank you.

Claire Manke
Weisberg & Meyers, LLC
888 595 9111 ext 229
866 565 1327 facsimile
WMLawAttorneysForConsumers.com

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Completed W9.pdf

# PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL

#### **BRC CASE ASSESSMENT**

#### **Latest Revision Date:**

### All Fields Are Required

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

SR: 71-777480692 GM Legal File / BBB Case No.: NA

By: Elisa Ortiz BRC Legal Research Negotiator: Mary Schwartz

Customer Last Name: State: TX

Only customer's last name to be recorded. Do not include first name.

Vehicle ID No.: In Service Date: Vehicle Purchased: BAC Code: 1G1ZH57B98F 03/31/08 New 114898

Year, Make & Model: 2008 Chevrolet Malibu Vehicle Purchased Used on: n/a

Current Mileage: 21,250 Dealer Name: Allen Samuels

Chevrolet

Sale Type: Purchase X Lease Other: : N/A CAM Name: Paul B Rodarmer

Phone Number: 972-443-2907

Lien holder: GMAC OtherX : Navy/Army Federal DVM Name: Rose Crookston

Credit Union Phone/Cell Number: 972075-8021

Purchase Price of Vehicle: \$ 20,680.54

Was TAC contacted for this vehicle (Y/N)? : No DVM requests involvement?: Yes

Attorney Involvement: Weisberg & Meyers, LLC Service Manager Name: Robert

Phone Number: 866-775-3666 Treviño

Fax Number: 866-317-2674 Phone Number: 361-884-5234

Are there <u>additional</u> field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary.

N/A

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

N/A

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

Svc mgr not aware of TAC contact but the DIr advsd cust has met with FFOM Rose Crookston

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

**DVM/DSM Notified Regarding TAC Involvement?** Yes

#### **VEHICLE REPAIR HISTORY:**

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

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

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

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

☐ Brakes	<u>S</u>					
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:		
☐ Engine	e/Fuel/Fx	haust				
			Mileoge	Description of Complaint and Densir Devicement.		
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>		
10/12/09	345310	1	21250	C/S veh wont start just cranks / open in fuel pump had 0 PSI fuel pressure had power and ground at pump L1200 2.00 – R&R gas tank and replace fuel pump module, sublet for repairs		
	☐ <u>Restraints</u>					
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:		

# ☐ Steering

☐ <u>Transmission</u>

Dat	<u>e:</u>	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/	/09	329991	6	14804	C/S the power steering light is on / see history had C0545 stored had an intermit ten open in steering torque sensor E7680 1.30 ran chart for code found an intermitten open in steering torque sensor - replaced steering column and cleared code test drove operating to specs
					5 Day Rental
05/0	04/09	332274	1	15792	C/S she still hears a clunk noise in steering in reverse and on turns / parts ordered
05/0	09/09	332779	3	15910	C/S hearing a noise in the steering on turns / parts in, intermediate steering shaft popping – lubricate and reposition intermediate steering shaft, reposition I-shaft to correct noise per bulletin
					1 Day Rental (see RO 334344)
08/	13/09	340610	5	19500	C/S steering moves side to side at low speeds / internal short in power steering motor causing steering wheel to move while driving – replaced power steering motor assembly and recalibrate module with tech, cruise control not working
10/	12/09	345310	*	21250	C/S cruise control not working at times / parts in, steering wheel inflatable restraint module coil replacement – R&R steering wheel and replace sir coil assembly

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Axle</u>				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Body/T</u>	<u>rim</u>			
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Chassis	<u>S</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Electric	<u>:al</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Glass				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Date.	<u>KO # .</u>	Days Out.	wiiicage.	bescription of complaint and Repair 1 errormed.
HVAC	"			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ <u>Paint</u>				
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
☐ Susper	<u>ision</u>			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Wheel/	'Tires			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
☐ Recalls	s / Camp	aigns		
Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
4/3/09	329991	*	14804	999 Recall campaign
Othor				
☐ Other				

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4/3/09	329991	*	14804	LOF

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

# **ACCIDENT / INSURANCE INFORMATION:**

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N)	N
Did you confirm your answer with the dealer/Customer (if ADR)/attorney (if Legal)? (Y or N)	Y
What type of damage was sustained (example: front end collision)?	N/A
Are the RO's attached if the vehicle was in an accident? (Y or N) Has the customer filed any insurances claims on this Vehicle? (Y or I If Yes obtain the following information below	N/A N/A
Insurance Company:	N/A
Insurance Rep :  (First and Last Name)	N/A
Phone #	N/A
Claim Made? (Y or N):	N/A
Claim Status:	N/A
Claim #	N/A
Did Insurance Company refer customer to GM? (Y or N)	N/A
If Yes. Did the insurance company deny the claim? (Y or N)	N/A
AFTERMARKET MODIFICATIONS: Are there any Aftermarket Modifications to the Vehicle? (Y or N)	N/A
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer.  n/a	1 11 12
Have you confirmed modification with the dealership? (Y or N)	Y
PERTINENT FACTS FROM All SR's RELATED TO THIS VIN: Concern: No other files found Date & Offer/Result: {TEXT}	

Concern: {TEXT}
Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

#### BBB PROGRAM SUMMARY ASSESSMENT:

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? {State}

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

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** {Eligibility Detail}

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

{Eligibility Detail}

#### Customer/Plaintiff Seeks:

Repurchase

#### **Customer/Plaintiff Theory:**

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

Non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same.

.....

#### Note: This section only applicable for Legal cases

Is Lemon Law Pled/Alleged?: Yes

Under what State? Tx Claimed Presumptive? Yes

Does Purchase Qualify? Yes If not, why? NA

#### **State Presumption Is:**

# of Visits for a Non-Conformity? # of visits for a Safety Complaint? Must Complaint Continue to Exist? Time Period for filing a Claim? 4 # of Days out of Service? 30
2 # of Visits Total? 4
Yes Final Repair/Arbitration Required? Yes

Two of the repair attempts must be made within 12 months or 12,000 miles, whichever comes first. The two other repair attempts must be made within 12 months or 12,000 miles

immediately following the date of the 2nd repair

# Vehicle Service History (During Presumptive Period) is:

# of Visits for a Non-Conformity? 4 # of Days out of Service? 16 # of visits for a Safety Complaint? 0 # of Visits Total? 5 Complaint appears to Continue? Unknown Final Repair/Arbitration Complete? No

# Does History appear Presumptive: NO

# Vehicle Service History (During Limited Warranty Period) is:

# of Visits for a Non-Conformity?	4	# of Days out of Service?	0
# of visits for a Safety Complaint?	0	# of Visits Total?	5
Must Complaint Continue to Exist?	NA	Final Repair or Arbitration Reg'd?	NA

# Related Repairs beyond NVLW: NONE

Customer Pay?	NA	If no, identify responsible party:	NA
Additional Days out of Service?	NA	Additional # of Repair Visits?	NA

# Other Considerations: NO

Outcome/Findings of Arb/Final Repair:				
Prior Goodwill/reimbursement:	NA	NA		
Out of Pocket Expenses:	NA	NA		

#### RECOMMENDATION AND RATIONALE:

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

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

No information received from DVM

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

Svc Mgr advsd the FFOM Rose Crookston has come out to the dirship and met with cust and dir unable to determine cause

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

Vehicle had 4 steering issues Vehicle appears to meet Mag Moss

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

Vehicle does not appear to be presumptive Vehicle has been out of service for a total of 14 days

# Are there any considerations to be made under other applicable laws? (Explain in detail) None

#### Recommendation:

CRS recommends cash settlement of up to \$4,000

1/6/09 CRS recommends offer of \$4,500 to settle case.

CASE SETTLED FOR \$4,500

\$ 20,680.54 10% \$2,068 15% \$3,100 20% \$4,135

#### Rationale:

Demand is for Tx DTPA, Fed Mag Moss, State LL and UCC. Vehicle has been out of service for a total of 16 days with 4 steering issues(1 pwr steering lite on, 2 steering noise, R&R steering wheel) and engine no start issue. 1<sup>st</sup> steering wheel issue began at 14,804 miles and therefore does not appear to be presumptive. CRS recommends cash settlement of up to \$4,000 due to 4 steering issues.

1/6/09 Recd counterdemand of \$4,500 from attorney. CRS recommends offer of \$4,500 to settle case.

### Settlement/Defense Strategy:

Cash settlement

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

progression.

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

Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:	ind: NA NA	Settlement Type: Repurchase Date: 11/11/09	Countered
CRS Intial Offer: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$2,000.00	Settlement Type: Cash Settlement Date: 12/10/09	Countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$5,500	Settlement Type: Cash Settlement Date: 12/21/09	Countered
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$3,000	Settlement Type: Cash Settlement Date: 12/21/09	Countered
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$5,000	Settlement Type: Cash Settlement Date: 12/24/09	Countered
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$4,000	Settlement Type: Cash Settlement Date: 12/30/09	Countered
PLAINTIFF Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$4,500	Settlement Type: Cash Settlement Date: 1/5/10	Accepted
CRS Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	NA \$4,500	Settlement Type: Cash Settlement Date: 1/7/10	Accepted

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

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

"Add additional lines for	additional offers/coul	nter oners.	
Recommendation of	CRS:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable): \${Amount}
Recommendation of	Field:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable):
Final Decision:		Arbitrate case:	\${Amount} Settle case:
Settlement Type:	{GW/Repurchase F	Repair}	Attorney Fees (if applicable): \${Amount}
TEAM LEAD APPR	ROVING:	{Name}	Date:{mm/dd/yy}

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



# VEHICLE REGISTRATION RENEWAL NOTICE

IF YOU NO LONGER OWN THIS VEHICLE PLEASE COMPLETE THE VTR 346 FORM AVAILABLE ON OUR WEB SITE AT: www.txdot.gov.

Renew online @ www.texasonline.com. Check this site or contact your local County Tax Office for a list of participating counties.

VEHICLE INFORMATION

LICENSE PLATE NUMBER
VEHICLE IDENTIFICATION NO. 1G1ZH57B98F
VEAR/MAKE/BODY STYLE
CURRENT EXPIRATION MONTH/YEAR

TOTAL THE CE IN NAME OF THE COMMON NO. 1G1ZH57B98F

TOTAL THE CE IN NAME OF THE COMMON NO. 1G1ZH57B98F

TOTAL THE CE IN NAME OF THE COMMON NO. 1G1ZH57B98F

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TOTAL THE CE IN NAME OF THE COMMON NO. 1G1ZH57B98F

TOTAL THE CE IN NAME OF THE COMMON NO. 1G1ZH57B98F

Send bottom part of form, proof of insurance, and correct fee to your county tax office in the enclosed envelope. Make check or money order payable to your local tax assessor-collector. Allow 15 days for processing by mail. Driver's license number required on checks.

FOR QUESTIONS CALL YOUR LOCAL TAX ASSESSOR-COLLECTOR: 361-888-0459

YOUR CHECK MAY BE CONVERTED TO AN ELECTRONIC FUND TRANSFER.

CUSTOMER COPY

#### ▲KEEP TOP SECTION FOR YOUR RECORDS▲

▼MAIL SECTION BELOW FOR CONVENIENT PROCESSING▼ AFTER RENEWED, THIS REGISTRATION WILL EXPIRE THE LAST DAY OF: FEB/2010 L VEHICLE INFORMATION VEH. CLASS. PASS VEHICLE OWNER VEH. IDENT. NAME(S) & ADDRESS: 1G1ZH57B98F YR/MAKE/BODY STYLE 2008/CHEV/4D FUEL TYPE GAS LICENSE NO. EMPTY WEIGHT 3400 PASSENGER PL CORPUS CHRISTI, TX UNIT NO. ISSUE THE 2010 WINDSHIELD STICKER WA SEE READ THES PART OF FORM PROOF OF INSURANCE. RENEWAL RECIPIENT NAME AND ADDRESS:

CRP CHRISTI, TX 2

Rythdolollaandlaffoliolafafolliaandlafd

RONNIE CANALES
NUECES CNTY TAX ASSESSOR-COL
901 LEOPARD ST SUITE 109
CORPUS CHRISTI, TX 78401-3684

TEXAS REGISTRATION RECEIPT AFTER VALIDATION, THIS RECEIPT MUST BE CARRIED IN ALL COMMERCIAL VEHICLES.

TEXAS DEPARTMENT OF TRANSPORTATION VEHICLE TITLES AND REGISTRATION DIVISION

#### Form W-9 (Rev. October 2007) Department of the Imasury

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Seecilic Instructions on page 2.	Business have a considerent tem above  Check appropriate box	io) Figure   Figure
Part	Taxpayer Identification Number (TIN)	
backup afian. : your a <b>Note</b> .	your TIN in the appropriate box. The HIN provided must match the name given on Line 1 to avoil planthholding, hur individuals, this is your social security number (88N). However, for a resident sofe proprietor, or assist, aded entity, see the Part I matrictions on page 3 (in other entities, if mplayer identification intimide (6N). If you do not have a number, see there to get in (N) on page If the account is in more than one name, see the chart on page 4 for guidoines on whose ar (a enter.  [I] Certification	.s [ [

Under penalties of burgury, I dentity that:

- 4. The number shown on this form is my correct taxpayer identification frumber (or ) am waiting for a number to be issued to trio, and
- I am not subject to backup withlooding because: (a) I am exempt from backup withhooding, or (b) I have not does itselfied by the internal Revenue Service (IHS) that I am subject to backup withholding as a result or a larger to report all interest or dividends, or (c) the IHS has notified me shot I am no longer subject to backup withholding, and
- G. Hamila U.S. ditizen or other U.S. person foul ned below:

Certification instructions. You must cross out item 2 above if you have been notified by the into that you are contently subject to backup withholding because you have halled to report all interest and dividence on your fax return. For real estate transactions, tem 2 does not apply. For mortgago interest paid lacquistion or abandonment of secured property, cancerased or dept, contributions to an individual retirement arrangement (RA), and example consolers, other than interest and dividends, you are not required to sign the Certification, but you must provide your correct if

Sign Signature U.S. perso

General Instructions

Sention references are to the Internal Feverine Code unless otherwise noted.

Purpose of Form

♣ person who ill required to the an intermation return with the IRS most obtain your correct taxpayer identification number (TIN)

to report, for example income paid to you, real estate transactions, mortgage interest you paid, soquisition or abandonnant 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 alich), to provide your correct IPN to the person requesting it (the requester) and, when applicable, to:

- ). 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 C.S.

exampt payee. If applicable, you are also certifying that as a U.S. person, your submittee share or any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of affectively connected income.

Note: If a requestor 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 purcoses, you are considered a U.S. person if you are:

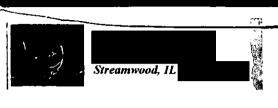
- An individual who is a U.S. citizer, or U.S. resident alien,
- A partnership, corporation, company, or octobrish created or organized in the United States or under the laws of the United States
- An estate jetner than a foreign estate), or
- A domestic trust (as dofined in Hagulations section, 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or locarress in the United States are generally required to day a withhelding tax on any toreign partners' chare of income from such business. Further, in certain cases where a Form W-9 has not taxin received, a partnership is required to presume that

a pararer is a foreign person, and pay the windredding tax. Therefore, if you are a U.S. person that is a permer in a performance of the control of the Chaired States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of perforship income.

The reason who gives Form W-9 to thin ps. In usual for purposes of establishing its U.S. status and evoluting withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the rollowing desest.

The LLS, owner of a disregarded entity and not the entity.



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

Mr. Edward Pepper, Dr. General Manager. Chevrolet General Motors Po Box 33170 Detroit, MI 48232-5170

Streamwood, IL

November 13<sup>th</sup>, 2009

Mr. Edward Pepper, Jr. General Manager – Chevrolet General Motors PO Box 33170 Detroit, MI 48232-5170

Re: Malibu LS 2005

Dear Mr. Pepper:

I have been a very loyal customer for the last 11 years and have been very pleased not only with the multiple Malibu vehicles I've purchased, but also with the excellent customer service from my Schaumburg dealership. However, I feel I do need to bring to your attention a situation that impacts many Malibu owners.

My current 2005 Malibu LS was taken into my dealership on January 11<sup>th</sup>, 2008, as I heard a clunking/popping sound in the steering wheel when turning. The mileage on my car was 16604. The Steering Gear Assembly was replaced at no cost to me.

On November 28<sup>th</sup>, 2008, I returned to my dealership again with the same issue. My mileage was 20,655. The Steering Gear Assembly was again replaced at no cost to me.

On November 11<sup>th</sup>, 2009, I returned to my dealership again with the same issue. My mileage was 24,951. The Steering Column Shaft was replaced, which I had to pay for, and a 're-design' fix for the ball-end joints was also installed to resolve the long standing problem. My dealership has assured me that this should now fix the problem permanently.

As an example, on just one car complaint website, I found 53 complaints for the same problem. There appears to be confusion and despair among these Malibu owners about what is being done to address this issue.

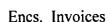
Although I'm pleased that maybe the 'end of the tunnel' is in sight, there are 2 reasons for not being too impressed:-

- 1) How many Malibu owners are still suffering silently because dealerships are not taking responsibility for the ball-end joint problem?
- 2) The fact I had to pay for the steering rack to be replaced, which I believe needed replacing due to the badly designed ball-end joints that caused a 'knock-on wearing effect'.

It seems to me that GM need to provide more open communication with the public and the dealerships and acknowledge this defect exists, especially now there is a 'fix' in existence.

I look forward to your response.

Sincerely,



CUSTOMER #: 238444

439639



\*INVOICE\*

1230 EAST GOLF ROAD SCHAUMBURG, IL 60173 PHONE (847) 882-2200

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# THANK YOU!

SERVICE DEPARTMENT HOURS: **MONDAY - FRIDAY** 7:00 AM - 6:00 PM SATURDAY

7:00 AM - 4:00 PM

Goodwrench Service The **Plan** means better,

<u>GM</u>

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item\u00e4terns. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

LABOR AMOUNT 154.98 PARTS AMOUNT 174.08 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 1.80 TOTAL CHARGES 330.86 BILL TO ACCTS. REC. 0.00 SALES TAX 17.59 **PLEASE PAY** 

CUSTOMER SIGNATURE Х

ust ous

THIS AMOUNT

DESCRIPTION

TOTALS

439639

6K

\*INVOICE\*

1230 EAST GOLF ROAD SCHAUMBURG, IL 60173 PHONE (847) 882-2200

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The <b>Plus</b> means bet	ter.							

DODFI CUSTOMER #: 238444 425976 \*INVOICE\* 1100 EAST GOLF ROAD SCHAUMBURG, IL 60173 PHONE (847) 882-2200 STREAMWOOD. PAGE 1 www.woodfieldchevy.com HOME CONT: N/A SERVICE ADVISOR: 100 ERIC DOSTAL BUS: CELL: MAKE/MODEL COLOR YEAR LICENSE MILEAGE IN / OUT TAG. 88U MED GR 05 CHEVROLET MALIBU 1G1ZT52805F 20655/20658 T17415 DEL DATE PROD. DATE WARR, EXP. PROMISED PO NO. PAYMENT INV. DATE 21JAN05 DD 13:00 28NOV08 SA 28NOV08 R.O. OPENED READY: OPTIONS: STK:37813 DLR:11124 ENG:3.5 Liter SFI TRN:A AXL:DT 1)ROYAL ADMIN ID#487018235 \$100 DED. 17:28 26NOV08 14:13 28NOV08 2)(800)871-0467 LINE OPCODE TECH TYPE HOURS LIST TOTAL A C/S CLUNKING NOISE IN STEERING ON TURNS -- ADVISE X-WARR CAUSE: LOOSE NOISY RACK E9740 GEAR ASSEMBLY, POWER STEERING - REPLACE 14 OTT, KEVIN LIC#: THE COURT OF STATE OF WELL STATES (N/C)1 25902150 GEAR - PART # (N/C)FC: 2W PART#: 25902150 COUNT: 1 CLAIM TYPE: В G AUTH CODE: NE 0.00 LABOR: 0.00 OTHER: 0.00 PARTS: TOTAL LINE 7 - 0 : 00 · 3 20655 THE STEERING GEAR WAS LOOSE AND NOISY, REPLACED THE STEERING GEAR AND ADJUSTED TOE---CLAIM TYPE B RO 411075 16604 1-11-08 \*\*\*\* B CHANGE ENGINE OIL - FILTER - LUBE AS NECESSARY - CHECK FLUIDS & TIRE PRESSURE - RESET OIL CHANGE LIGHT 3K CHANGE ENGINE OIL - FILTER - LUBE AS NECESSARY CHECK FLUIDS & TIRE PRESSURE - RESET OIL CHANGE LIGHT 14 OTT, KEVIN LIC#: CM 15.03 15.03 1 25010792 FILTER 6.26 6.26 6.26 1 OILFILL MOTOR OIL 14.35 14.35 14.35 PARTS: 20.61 LABOR: 15.03 OTHER: 0.00 TOTAL LINE B: 35.64 20655 0.40 LOF (1 4 % ) 2 位 (2 ) 2 ( \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* C ROTATE 4 TIRES PER FACTORY RECOMENDATIONS, INSPECT TIRES, SET TIRE PRESSURES & RELEARN TIRE SENSOR POSITION DESCRIPTION TOTALS STATEMENT OF DISCLAIMER LABOR AMOUNT The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The **SERVICE DEPARTMENT HOURS:** PARTS AMOUNT the sale of this itemitiems. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or litness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/ftems. GAS, OIL, LUBE **MONDAY - FRIDAY** 7:00 AM - 6:00 PM SUBLET AMOUNT SATURDAY MISC. CHARGES 8:00 AM - 12:00 PM

item/items.

CUSTOMER SIGNATURE

Goodwrench

Service

The **Plan** means better.

TOTAL CHARGES BILL TO ACCTS. REC.

SALES TAX

**PLEASE PAY** 

THIS AMOUNT

5,395, 6 %

ODFI CUSTOMER. #: 238444 425976 \*INVOICE\* 1100 EAST GOLF ROAD SCHAUMBURG, IL 60173 PHONE (847) 882-2200 STREAMWOOD. IL PAGE 2 www.woodfieldchevy.com HOME: CONT:N/A SERVICE ADVISOR: 100 ERIC DOSTAL BUS: CELL: COLOR YFAR MAKE/MODEL S&AW\*VIN. ACC LICENSE MILEAGE IN / OUT TAG 88U MED GR 05 CHEVROLET MALIBU 1G1ZT52805F 20655/20658 DEL DATE PROD. DATE WARR EXP. PROMISED PO NO. PAYMENT . INV. DATE 21JAN05 DD 13:00 28NOV08 28NOV08 R.O. OPENED OPTIONS: STK:37813 DLR:11124 ENG:3.5 Liter SFI TRN:A AXL:DT 1)ROYAL ADMIN ID#487018235 \$100 DED. 17:28 26NOV08 |14:13 28NOV08 2)(800)871-0467 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL 24H ROTATE 4 TIRES PER FACTORY RECOMENDATIONS, INSPECT TIRES, SET TIRE PRESSURES & RELEARN TIRE SENSOR POSITION 14 OTT, KEVIN LIC#: PARTS: 0.00 LABOR: 29.95 OTHER: 0.00 TOTAL LIN 29.95 29.95 PARTS: TOTAL LINE C: 20655 0.60 ROTATED 4 TIRES \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* D CELL 312 985 3076 D DONE 14 OTT, KEVIN LIC#: LARTE ISATI NO TO THE TOWN OF THE PROPERTY OF (N/C). 0.00 LABOR: 0.00 OTHER: TOTAL LINE D: 0.00 E\*\* REPLACE REAR BRAKE PADS/SHOES AND RESURFACE REAR ROTORS/DRUMS 24NN REPLACE REAR BRAKE PADS/SHOES AND RESURFACE REAR ROTORS/DRUMS 14 OTT, KEVIN LIC#: 124.95 124.95 1 25864605 PAD KIT 143.03 143.03 143.03 143.03 LABOR: 124.95 OTHER: 0.00 TOTAL LINE E:

20655 2.30 THE REAR BRAKES WERE WORN, REPLACED THE REAR BRAKES AND RESURFACED THE ROTORS

CUSTOMER SIGNATURE

\*\*\*\*\*\*\*\*\*\*\*

MISC. HARDWARE, CLEANERS AND CHEMICAL WASTE 

14.00



## THANK YOU!

**SERVICE DEPARTMENT HOURS: MONDAY - FRIDAY** 7:00 AM - 6:00 PM SATURDAY

8:00 AM - 12:00 PM

STATEMENT OF DISCLAIMER The factory warranty constitutes all

The factory warranty constitutes all of the warranties with respect to the sale of this item\()\text{item\(}\). The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this assume for it any liability in connection with the sale of this item/fitems.

DESCRIPTION	TOTALS
LABOR AMOUNT	169.93
PARTS AMOUNT	163.64
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	14.00
TOTAL CHARGES	347.57
BILL TO ACCTS. REC.	31.73
SALES TAX	17.76
PLEASE PAY THIS AMOUNT	333.60

Goodwrench Service Plan means better.

WOODFIE 238444 411075 \*INVOICE\* 1100 EAST GOLF ROAD SCHAUMBURG, IL 60173 PHONE (847) 882-2200 STREAMWOOD, IL PAGE 1 www.woodfieldchevy.com HOME: BUS SERVICE ADVISOR: 108 MIKE AQUINO MAKE/MODEL COLOR YEAR LICENSE | MILEAGE IN / OUT TAG 88U MED GR 05 CHEVROLET MALIBU 1G1ZT52805F 16604/16604 T9064 DEL DATE PROD: DATE WARR: EXP. PROMISED PO NO. PAYMENT INV. DATE 21JAN05 DD 12:42 07JAN08 111JAN08 R.O. OPENED READY OPTIONS: STK:37813 DLR:11124 ENG:3.5 Liter SFI TRN:A AXL:DT 10:02 05JAN08 15:43 11JAN08 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL A CUST STATES REAR DECK LID BY LICENSE PLATE HAS A BUBBLE IN THE PAINT CAUSE: BUBBLES IN CLEAR COAT A2730 LID, REAR COMPARTMENT - REFINISH/CLEAR COAT 49 RODRIGUEZ, ALBERTO LIC#: WP (N/C) FC: 5G PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: VA ... SUBL PAINT AND MATERIALS PO# PO#411075 WP (N/C)FC: 5G PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 16604 \* B CHANGE ENGINE OIL - FILTER - LUBE AS NECESSARY - CHECK FLUIDS & TIRE PRESSURE - RESET OIL CHANGE LIGHT 3K CHANGE ENGINE OIL - FILTER - LUBE AS NECESSARY - CHECK FLUIDS & TIRE PRESSURE - RESET OIL CHANGE LIGHT 75 MAIERHOFER, ALAN LIC#: CM 15.03 15.03 1 25010792 FILTER 6.26 6.26 6.26 5 OIL MOTOR OIL 1.72 1.72 8.60 PARTS: 14.86 LABOR: 15.03 OTHER: 0.00 TOTAL LINE B: 29.89 16604 LOF AND TOP OFF ALL FLUIDS \*\*\*\*\*\* C ROTATE 4 TIRES PER FACTORY RECOMENDATIONS, VISUAL INSPECT TIRES, SET TIRE PSI TO SPECS, TORQUE WHEELS TO SPECS. DESCRIPTION TOTALS STATEMENT OF DISCLAIMER LABOR AMOUNT The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The **SERVICE DEPARTMENT HOURS:** PARTS AMOUNT the sale of this item\u00e4tems. The Selier hereby expressly disclaims all warranties either express or implied, including any implied werranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/izems. **MONDAY - FRIDAY** GAS, OIL, LUBE 7:00 AM - 6:00 PM SUBLET AMOUNT **SATURDAY** MISC. CHARGES 8:00 AM - 12:00 PM SALES TAX Goodwrench BILL TO ACCTS. REC. item/items. **TOTAL CHARGES** Service CUSTOMER SIGNATURE **PLEASE PAY** lχ THIS AMOUNT

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238444 STREAMWOOD.

BUS:

HOME:

411075



\*INVOICE\*

1100 EAST GOLF ROAD SCHAUMBURG, IL 60173 PHONE (847) 882-2200

PAGE 2

www.woodfieldchevy.com

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## THANK YOU!

**SERVICE DEPARTMENT HOURS:** .. MONDAY - FRIDAY 7:00 AM - 6:00 PM

> SATURDAY 8:00 AM - 12:00 PM

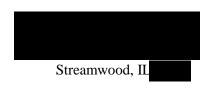
STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item\u00e4tressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TOTALS
37.91
14.86
0.00
0.00
1.80
54.57
0.00
1.46
56,03



CUSTOMER SIGNATURE X



Dear

We sincerely regret that you have experienced a concern with your vehicle. Because you are a valued Chevrolet customer, we are pleased to provide you with this Component Coverage Letter. This coverage does not change the manufacturer's warranty which came standard on your vehicle at the time of purchase.

This Component Coverage Letter is valid for VIN 1G1ZT52805F and will begin on November 27, 2009 at 25,000 miles and will continue until November 27, 2010 or 40,000 miles, whichever occurs first.

The following Steering components will be covered: Gear housing and all internal parts; rack and pinion; power steering pump; steering shaft couplings; seals and gaskets; steering column; ignition switch; ignition lock cylinder; and steering wheel..

Chevrolet will make repairs to correct any defects related to materials or workmanship on the items listed above during the coverage period specified. Chevrolet will not be responsible for conditions arising from tampering, abuse, physical damage, improper maintenance or normal wear and tear. While this coverage is not transferable to any other vehicle, it is transferable to any subsequent owner of this vehicle (excluding vehicles sold or registered in California, New Hampshire or Vermont).

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, please call us at 1-800-222-1020. Any of our Customer Relationship Specialists will be happy to assist you.

Sincerely,

Chevrolet Customer Assistance Center Service Request 71-777608324

#### ATTENTION: DEALERSHIP SERVICE MANAGER

Please H-route the claim to your Area Service Manager. 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)

Issued by: Chevrolet

Certificate No. 1G1ZT62885F

Issue Date: May 6, 2011

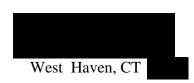
**Issued exclusively for:** 

West Haven, CT

Valid through: February 10, 2011

Amount: One Thousand Dollars and Zero Cents

\*\*\*\*\$1,000.00\*\*\*\*



Dear

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

To ensure that you have the opportunity to obtain the best value possible, this certificate may be used in addition to any other retail purchase incentive programs available at the time you purchase your new vehicle. We hope you will take advantage of this special incentive offer. Simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

We are proud you made Chevrolet your choice when you purchased your 2005 Malibu MAXX and trust you will give us the opportunity to retain you as a valued Chevrolet customer. Should you have any questions regarding General Motors' products and current incentives, please call our Marketing Support department at 1-800-950-2438. You may also begin your vehicle shopping online by visiting gm.com or any of our divisional websites.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-779115726



#### **Customer Assistance Center**

Chevrolet Division
General Motors Corporation
P.O. Box 33170

Detroit, MI 48232-5170

0 O





02-23-10A09:20 RCVD

NIXIE 084 DE 1 00 02/18/10

RETURN TO SENDER
ATTEMPTED - NOT KNOWN

ATTEMPTED - NOT KNOWN UNABLE TO FORWARD

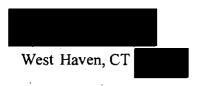
BC: 49232517070 \*1095-04671-11-44

06516\$1 46523283770



February 11, 2010

General Motors Corporation Customer and Relationship Services PO Box 33170 Detroit, MI 48232-5170



Customer Did Not Receieve Letter From GM

. Dear

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

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Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-779115726



# Chevrolet Owner Loyalty Certificate

Issued by:	Certificate No. 1G1ZT62885F
Chevrolet	
Issue Date: February 11, 2010	
Issued exclusively for:	
West Haven, CT	
Valid through: February 10, 2011	
Amount: One Thousand Dollars and Zero Cents ****\$1,000.00****	
Valid only towards the retail purchase or lease of an eligible new car or light duty truck. As the primary recipient transfer your Chevrolet Owner Loyalty Certificate to an in spouse, surviving spouse, siblings and children. However, address. He or she will be required to provide proof of redemption, your family member must tell the dealer that he or she Certificate from an immediate family member. Mechanical reproducertificate may be redeemed per purchase/lease per eligible custome	and Chevrolet vehicle owner, you may mediate family member, including parents, the family member must reside at your relationship and residency. At the time of e is the recipient of a Chevrolet Owner Loyalty ctions or other facsimiles are not valid. Only one
	* General Motors Authorized Signature
Customer Signature	Date
New Vehicle Identification Number	Delivery Date
Dealer Acknowledgement:	
Dealership Name	Dealer Code
Dealer Signature	Date

Issued by: Chevrolet

Certificate No. 1G1ZT62885F

Issue Date: February 10, 2010

**Issued exclusively for:** 

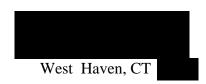
West Haven, CT

Valid through: February 10, 2011

Amount: One Thousand Dollars and Zero Cents

\*\*\*\*\$1,000.00\*\*\*\*

#### February 10, 2010



Dear

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

To ensure that you have the opportunity to obtain the best value possible, this certificate may be used in addition to any other retail purchase incentive programs available at the time you purchase your new vehicle. We hope you will take advantage of this special incentive offer. Simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

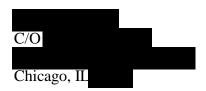
We are proud you made Chevrolet your choice when you purchased your 2005 Malibu MAXX and trust you will give us the opportunity to retain you as a valued Chevrolet customer. Should you have any questions regarding General Motors' products and current incentives, please call our Marketing Support department at 1-800-950-2438. You may also begin your vehicle shopping online by visiting gm.com or any of our divisional websites.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-779115726

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

May 9, 2011



Service request: 71-779530829

Vehicle Identification Number: 1G1ZH57B48F

Customer Relationship Specialist: Crystal

Dear :

Thank you for allowing us the opportunity to review the product allegation involving your 2008 Chevrolet Malibu. Unfortunately, our attempts to reach you by phone on 11/25/2009 at 3:46 PM, 11/27/2009 at 12:02 PM, and 11/27/2009 at 4:46 PM were unsuccessful.

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

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

Sincerely,

**General Motors** 

cc: FILE

PA0005 V10202009

# BBB AUTO LINE Customer Claim Form

Case number:

Contact Date: 11/25/09 Start Date: 11/25/09

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: Chicago		State:	IL	Zip code
Day phone:	Evening pho	one		Cell phone:
Fax:	E-mail addr	ess		
SECTION 2: VEHICLE IN	IFORMATION			
Make: Chevrolet	Model: Malibu	Year:	2008	Current mileage: 21000
Name(s) that appears on th	e vehicle title:			-
Selling dealer/city/state:	Starling Chevrolet, St. Cl	oud, FL		
	city/state: Starling Chevro			
Acquired as 🛛 new 🔲 us	sed 🗌 demo 🔲 leased	Is the vehicle i	n your po	ossession? 🛛 yes 🗌 no
Purchase/lease date: 03/2	20/08	Mileage at purc	chase/lea	ise:
First repair attempt date: 0 How often is the vehicle use for business purposes (perc	ed Num	First repair atte ber of vehicles ow ased by the busine	ned	eage: 0 Transmission type: 図 Automatic □ Manual
	accident/had body damage?			Date of accident:
Description of damage:				
SECTION 3: DESIRED O	LITCOME (Doscribo who	et vou want dou	o to ro	solvo vour concorn)
Vehicle repurchase and a		it you want doi	ie to re	solve your concern)
Please complete the m	issing information in th	e box below ar	nd on p	age 2.
VEHICLE INDENTIFIC	CATION NUMBER 1G1ZH	157B48F		
Lienholder/Leasing C	ompany		_ Phor	ne Number
Account Number				

SECTION 4: VEHICLE PROB	LEMS (List primary p	roblem fir	·st)	
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
Steering defects		4		yes
Total days out of service for all	problems:			

Case Number:

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

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

NOV-03-2009 13:03 Starling Chevrolet

40789201

STARLING CHEVROLET ACCOUNTING OFFICE P.O. BOX 700667 ST.CLOUD, FL 34770

Phone: 407-892-5144 Fax: 407-892-0202



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Fac: 86	6-36386	69/ Date:		
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-Comments	<u> </u>	<u> </u>		



VIA FAX ONLY

November 3, 2009

Jim Cokos / Greg Ticehtnst Starling Chevrolet PO Box 700667 Saint Cloud, FL 34770-0667

RE:

Service Request: 71-771543623

2008 Chevrolet Malibu

Vehicle Identification Number: IGIZI157B48F Customer Relationship Specialist: Rocky Farias

Dear Mr. Ticehurst:

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 receded are:

 All Sales Purchase and Finance Agreements (Sales Jacket), including application of credit, conveinvoice (if any), the Incentives Acknowledgement Form, the Actual Cash Value statement of any trade, and Application for Registration/Title.

This is a time sensitive legal matter. Please fax them to 866-363-8691, If there are any fax difficultie the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate and application of title.

In addition, should you be contacted by another party regarding this matter, you may want to consult own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at our Business Resource Center at 1-866-790-5700 extension 41232 or 866-363-8691 Monday through Friday between 6:00 a.m. and 4:30 p.m., Eastern Time.

Sincerely, Valentin Rocky Farias

NOV-03-2009 13:03 Starling Chevrolet

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# **GMAC** FINANCIAL SERVICES

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NOV-03-2009 13:04 Starling Chevrolet

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GENERAL MOTORS CORPORATION 2008 MALIEU 1LT & SUBSIDIARIES 580 BLACK GRANITE METALLIC /1.4G REWAISSANCE CENTER 19B EBCNY DETROIT MI 48243-1114
VENICLE INVOICE 1AD20330702 STOCK NO. ORDER NO. MPRWJG/TRE STOCK NO. DETROIT MI 48243-1114
VIN 1G1 ZH57 R4 8F MSRP INV AMT RETAIL - STOCK | 12H69 MALIBU 1LT | 20630.00 | 19495.35 | INVOICE 02/20/08 | 1959 50-STATE EMISSIONS | N/C | N/C | SRIPPED 02/20/08 | 1959 50-STATE EMISSIONS | N/C | N/C | EXF 1/T 03/02/08 | 1959 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | 1979 60 | MODEL & FACTORY OFFICES \*FOWER 6-WAY DRIVER SMAT MFP-S MTH OFT-2 BANK: GMAC - 029 \*BEMOTE START \* POWER ADJOSTABLE PEDALS CHG-70 76-186 0.00 0.00 VK3 FRORT LICEWSE PLATE BRACKET 78.85 SHIP WT: 3389 95.00 580 BLACK GRANITE METALLIC RP: 19.3 20164,45 GMS : SUPPLR: 21065.10 MRM: 21890.00

> **FLOORPLAN** TRANSFER



DATE IN STOCK 3-19-08 POSTED TO VMS POSTED TO ACCT \_\_\_\_

912.00

MEMO

20,439.25

21240.D0 200D1.65 ACT 231 20014.45 TOTAL MODEL & OPTIONS 650.00 650.00 H/B 261 637.20 212.40 ADV 261 212.40 DESTINATION CHARGE LAM DEALER CONTRIBUTION 212.40 EXP 65A 212.40 LAM GROUP CONTRIBUTION

TOTAL

21890.00 21076.45 PAY 310 21076.45

MENO: TOTAL LESS HOLDBACK AND

20026.65 APPROX WHOLESALE FINANCE CREDIT

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

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

ENGLISH CHEVROLET CO., INC.

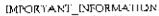
REMIT TO GMAC NO. 029 VIN 1G12H57B46F \$ 21076.45 INV 1AD20330782 OHE D3/03/09 DEALER 26-186



40789201

#### INSTRUCTIONS FOR ATTACHING DECAL

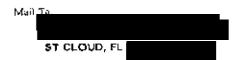
- Clean area where new annual decad is to be affixed.
- 2. Peel decal from this document
- 3. Affix decal in the upper right corner of license plate.



SECTION 320.0605. Florida Statutes, requires this registration cert: a true copy of a rental or lease agreement assued for the motor vehicle the operator of carried in the vehicle while the vehicle is being used or streets of this state.

SECTION 316.613. Florida Statutes, requires every operator of a m transporting a child in a passenger car, van or pickup truck registered in the highways of this state, shall, if the child is 5 years of ago or younge the child by properly using a crash-tested, federally approved child test aged through 3 years, such restraint device times the a separate comen a integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733. Florida Sutures, requires mandatory Florida Nobe maintained communisty throughout the entire tegistration period: I required coverage could result in suspension of your driver license and



## CO:AGY 26 / [ 1#

### FLORIDA VEHICLE REGISTRATION

PLATE		DECAL	. 19554536	Expires	. Midnight Wed	10/29/2008	
YR/NK VIN	2008/CHEV 1G1ZH57B48F	BODY	4D	COLOR TITLE	BLK	Reg. Jax Inir Reg.	45, 10 100,00 2,50
Plate Type DLÆDID	RGR R180436878890	NET WT	3389			County Fee Mail Fee Sales Tax	2.50
Date Issued		Mate Issued	3/27/2008			Verluntary Fees Grand Total	(47.60



#### IMPORTANT INFORMATION

- The Plorida license plate must remain with the registrant up.
- The registration must be delivered to a has Coffector or Tagreplacement vehicle.
- The registration must be surrendered when requesting a char
- Registration renewals are the responsibility of the registrant the 30-day period prior to the expiration date shown on this notices are provided as a courtesy and are not required for re

RGR - FLORIDA REGULAR PLATE ISSUED X

Starling Chevrolet

40789201

# RETAIL INSTALMENT SALE CONTRACT GMAC FLEXIBLE FINANCE PLAN

	Dogler i	dumber	Contract Number	<u> </u>
Buyer (and Co-Buyer) - Name and ac	kiress (include county a	nd zip code)	Creditor (Seller name :	and address)
SAINT CLOUP EL COUR	<u>c</u> 0:		ST CLOUD FL C	14769 
You, the Buyer (and Co-Buyer, if any), number the agreements on the front and payment schedule shown below. We will	nay buy the vehicle desc			ng this contract, you choose to mount Financed and Finance
New or Used Year   Weight (lbs.)	Migke and Model	Vehicle k	tentification No.	Primary Use for W
, ,	HEVROLET	1617457848	E	personal, family, or house 11 business
Your trade-in is a: Year + goes	Maka <u>rweu<b>nc</b>u E</u> 1	Model	MONTE CARLO	
	UTH-IN-LENDING DISC	LOSURES		insurance. You may buy insurance this contract re
ANNUAL PERCENTAGE CHARGE The dollar The cost of your credit as a yearly rate.  FINANCE CHARGE The dollar amount the credit will cost you.	Financed TF The amount of will credit provided to you	at of Payments he amount you have paid after a have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 19506. @2 is \$ 25797.48	anyone you choose who is choice of insurance provided in the self of extend or required to buy any other in Your decision to buy any other in Your decision to buy or not not be a factor in the credite.  If eny insurance is the
	» <u> </u>			certificates from the named
Your Payment Schedule Will Be:  Number Amount of Payments of Payments	When Paym Am Due		Oraș. Follows	clescribe the terms and cand Check the insurance you
S Mo	nthly beginning ac./2	G/2088		Optional Credit
Late Charge. If a payment is not re			}	☐ Credit Life: ☐ Buyer
dharge of 5% of the part of the payme Prepayment. If you pay off all your of Security Interest. You are giving a 6 Additional Information: See this nonpayment, default, any required re-	lebbearly, you will not be security interest in the value occurrity interest in the value contract for more in payment in full before the	hicle being purch: formation includi	ased. na information about	Credit Disability (Buyer ( Torm_M/S  Premium: Credit Life \$  Credit Disability \$
ITEMIZATION OF AMOUNT FINAN	CEDI .			(Horne Offic
Cash price (including arry eccessor and taxes)		·	\$ <u>32170.59<sup>(1)</sup></u>	N/R Credit life insurance and are not required to obtain
2 Total downpayment = (if negative	enter "6" and see line : - Dayoff by Saller \$	ti below)	-	buy of not buy gredit li
Gross trade in \$	+0260 \$	···	<b>⊢</b> 	disability insurance will no approval process. They w
+ other (describe)	.9		\$_10500.00 <sup>(2)</sup>	you sign and agree to pay insurance pays only the
. 3. Unceid balance of cash price (1 п	r(nus 2)	IN 5	\$ 1157G #Q (3)	<ul> <li>You paid all your payment</li> </ul>
<ul> <li>Other charges including amounts heap part of these amounts.):</li> <li>A Cost of optional credit insura company or companies</li> <li>Life</li> <li>Disability</li> </ul>	paid to others on your b		<b>1</b>	Insurance does not cover payment or in the number of the n
B Other insurance pert to the ins	surance company	5 N/	<del>-</del>	<u>                                     </u>
C Official fees peld to governme (describe) — <b>M. V. M. T. F.</b>	int agendies			You understand that     assigning any other polic     may procure for the purp     and that you do not have     insurance policy in order to
907758Y- \$1.50 T196-5% 80		-		]]x

NOV-03-2009 13:	:04 Sta	arling Che	vrolet		4078920:
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F Government taxes not it			<del>42.8≇</del>		restriction.)
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	-		N/A		Co-Buyer Signature
Government certificate	d title less	<u>`</u>	19.	•	I I
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Other charges (Saller m	net identify who is paid	and	<del>M***</del>		you reach a certain aga at
describe purpose.)					is accurately represente
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to N/H	for NLT (4	s	N/A		[ ] <del>X</del>
AP / C2	for PIZPI	<u>-</u> -	— M7G		Buyer Signature
<u>~</u>	757 A	<del></del>	<del></del>		l l x
10 LINE THE REPLE		<del>₩₩</del>	<del>299, 40</del>	•	Co-Buyer Signature
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set must be in within and ir Signs X <sub>s</sub> y part of this contract is r example, we may extend	t we must stan it. No a new valid, all other part the time for making so	ral chances are s starv valid. W	e may delay or	e-Buyer Signs X refrain from enforcin	n you and us relating to this g any of our rights under this others.
back for other importan	t agreements.				
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to not eign this contract	before you reed it ca	Fit contains	any blank apac	165. Dag gang tangkulakan	
ou are entitled to an ex	act copy of the contr	ser hon aidu.	Keep it to prote	ect your legal rights	
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er Signs X		· ~-		Co-Buyer Signs X	
Russen and Other Dwine	ins • A doubliver lave b to pay the debt. The c	erson who is ri	eeomalble for p	avino the entire deb	t. An other owner is a person lote given to us in this contract
er owner signs here X		Date		Address	
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	this contract to:	] GMAC	A A Mesen III ⊡ Numeri Nic	stonal Auto Finance	□ GMACAÐ □
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40789201

#### CAR AND CHEVROLET INVOICE 5033 NUMBER: 1001 E. Irlo Bronson Mem. Hwy. P. O. Box 700667 St. Cloud, Florida 34770 407-892-5144 3665 DEAL NO: SALESMAN: SOLD TO: RICHARD K ADDRESS: 8F2Z4698 CITY: PHONE NO: SEF MODEL CHEYROLET MAL TRU 1G1ZH57B48F: **HEH** 2008 EQUIPMENT & ACCESSORIES ADDED OR DELETED TOTAL CASH PRICE 20463,45 SETTLE & CLOSING FEE 499.00 BATTERIES/TIRE FEE 6.50SALES TAX 1278,14 U LICENSE ATITLE R 200.00 C COLLISION INSURANCE N/A н M/A MECHANICAL BREAKDOWN INS. ٨ N/A CREDITURE 3 Ε N/A DISABILITY 8 DOG: STAMP 42,00 FINANCE CHARGE 2906,31 TOTAL TIME PRICE <u> 25397, 40</u> TRACE ALLOWANCE 500,00 PAYOFF TO:

NOV-03-2009 13:05

Starling Chevrolet

40789201



### GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGM

	7.7.7	~
3M		











CUSTOMER NAME: H/5///B/4/8/F

#### Customer Incentive 1.

Lassign the total amount of customics incentive(s) listed to the dealer named below and request that the incentive(s) be applied: (a) to the down payment of this vehicle, (b) \_\_ where permissible by law (Bill of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or issued in my name by Dealer named below:

Incentive Program Reference	5 N/A 8 N/A	GM Incentive
	\$ N/A \$ N/A	
Total Incentive A	s N/A mount Received	\$N/A

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

а.	I elect to receive		
	in lieu of		
		and/or	
b.	I elect to receive		

#### CUSTOMER AND DEALER ACKNOWLEDGMENT FOR INCENTIVES AND ONSTAR!

Vehicle Incentive Acknowledgment. I am the ultimate retail purchaser or lessed of the vehicle identification number, which was sold/leased to me by the Dealer, named below. This vehicle w for personal/business use and not resale and I took delivery on 0.3/2008 . I acknowledge rece described in Item Land release GM Division from any future claim or obligation for incentive

	Is vehicle equipped with OnStar?YesNo
b.	Terms and Conditions Acknowledgment I acknowledge that I have received the Terms
	which the OnStar service in my vehicle is provided (copies are available in the vehicle
	dealer, at www.anstancom, or by contacting OnStar as described below).

I understand that in order to cancel the OnStar service in my vehicle, I must press the in my vehicle or call 1.888.40nStar (1.888.466,Z827) or TIV 1.877.248.2080 ar

Services de cancelled					
Purchaser/Lessee Signat					Date:

The undersigned person, as Dealer representative, certifies that the information on this application is true: incentive(s) described in Item \_\_\_\_\_ and the Onstar Terms and Conditions have been provided to the said pu has taken delivery of referenced unit through this dealership, and that properly completed accurate delifor warded to General Motors or Saah Cars USA.

Authorized Dealer Signature:	STARETME CHEVROCET	Date:
Dealership Name:	STARETAG CHEVROCET	Dealer Code:

NOV-03-2009 13:05 Starling Chevrolet Acoh Manna AUTO GROU"P 03/20/2008 RETAIL HUIVER'S ORDER THE FRASSIVAL CONTRACTOR ABBITS AFGSSFS 4 TEA ENT CLOUD eTMLK MATE: عنفا FL COAST MYSTHUNGUE Ta dési istinció LANGUAGE PARTY <sup>രംഗ്</sup>ളേക്ക് എട്ടെ – പ്രദേശ |ംഘടാമാവിട്ട <sup>:06</sup>ዋኛØቻን 5 88 <del>-</del> 007 8 MILLIPATING . GAMBB - refe | mass , mass | " 1**26**6661 aemati∩us. HAL I BADOS CHEVROLL 1G17H57849F NETV / DESARDANIS EXECUTIVES VISIDOLE DESCRICIANDES

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UV Pre-celiment Service Los Electric: Regetration Fiting For Implied Withching any implied warmonly of resembantshifty or Finnes for a continual payofile, and or this assumes a or authorizon any person to accurate for any latefully in contention with the subscript, they wantle, 12% insurrantion you so on the window your latefully in the content of the window your latefully are also as the content of the window your latefully are also as the content of the window your latefully are also as the content of the window your latefully are also as the content of the window your latefully are also as the content of the window your latefully are also as the content of the window your latefully are also as the content of the window your latefully are also as the window you will be a supplied to the window you w Them there represent courts and profit to the dealer Arritems such as suspending, chattering, and objecting, whiches and propering discussors related to the sale. expectation with the value of the Warsett, 12% intermediting on set on the variety system to the Vehicle in part of this command made. Intermediting to the condet form, overties any experity provisions as the contentwhether of rate. The Massafrance was any if all y, but here followed planted. If the Vehicle is designated as a contributivitie, their indicates their indicates the limit of the followed planted in the following the region variously as not until too the Polyaria Venous. The resulted designation uses not after or manufactury any of the sixther distributions and makes are also story and the content of Designation variously any of the content of Designation and manufacture in the deviction, and made which the Vehicle, (the all used vehicles, will not out for membrated invalidation), into noted I lords New little (46 (\$1,00 per sire). N/A نما سفلا ڪ COUNTY RATE 1 % 36,40 ፕሮ-ንዘር ፕ िकाम किए er et Leros Law - Warmay Enforcement Art (New cars orby) Outcomes Character Commes Comm Florida Tille, Registration and Lineano Fees (Biov. ... M/I Egypekéké — Namorez GRIA PAZA: COMPPADÓRES DE MEHÍOLICOS LÁNDOS, LA INFORMACIÓN DUE MÉ EN EL FORMALIANO DE LA MEMONILLA INFA. ESTE MEHÍOLICO, FORMA PARTE DEL PRESENTE IDATEACIO, LA INFORMACIÓN POEL PORMILIADO DE LA MEMONIA, A CELA SIM EFECTIO TODA INENCISIONA EN COMPRANDO COMPENMA DE LO CONTRATO DE MEMO. Thiol-purey Prison: Tay Agency Fire Trade Pay-off : Halance on Proc Lease 21 989. **8**9 SHAUE IN 1 N/G Your White Service Costnet (reneale) werenity) □ Lesse Walk Aver Primete Troubs OMEUR Model Color A(v)ta 1a∋⊒ White Weistern of Agentum. 26 HAN124639 16:514 Millings VIN. NA FI Duo I Timo Sales That ou Others Hour Fits 21989.09 241ion to Occid First CHRANTI TOTAL Amoun Authorized bsc Rebate i caua. De TRACLAM X Cloth (Resemble) 1**0000. 0**0 ☐ Faces Well Arres □ Prin-rate Trauba Total Cario Duwa. Minio Ni ode) Color BALANCE OUT ON DELEVERY YES Milmage EINANCING NEGOTIATION / APPROVAL God Tau Commercially feature Commercial through Deader of a framewing existy of Commercial choosing and Customer may be able to domain more fevorable framewing from third parties. The small introduction to able content ("PILSO") to be sussed beneficial beneficial to miles wise indicated in writing 2º Dan ter Good Thru American وبا لعما وبيزييد by Dealer, shall be immediately an igned by Dealer to a bank / finance company (in these values or greatest) which shall then be the arrelice to where Customer shall be obligated under the RISC. Customer also redestants that Column reconficulty elements by Operating in empiring sub support by the parties. Constance represents upd vegraph the following regarding the Redd-for (I) is way not excepted in an accelerate (a) has not incurred any body or major engine repair(s); and (iii) Instituted in an isosoferm (a) has not inclused any body or major elegitor repairly); and (iii) in them, not premiusly by policy to back, a seriously, a thronourn force (for low then 1.3 Institute), abblieferbod in so a sented vinaging a filted signingsal, from themegod, ad eaged for a robody robody. 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Dealler may learningly little Richer STOAR total M obtain result supposed for Customar of If Dealer is unable to set the RISC to a financial institution on terms of 30 less that fike value (these are shall be unisorizely referred to us "Eppending Approvals"). Contacts high of herminaries remot be exceed action of writing, Financing Approvals see not Lypically obtained at the time of the Vehicle's delivery and are highest Dealer's. Copinol. Should: Continuous calle delivery of the Wilhide prior to Dealer's Minimize the Frinancing Approximate, Continuous contentions and with undealest. rates Phot penalting that Financing AppointMs. dalbumy of the Mikhida to Customer penas of a committeen to Customer only and Customer about not have, nor will areade, any rights or timerase in the Mikica by such delivery except DE AMO Gram Deuter's permission to use it, which permitation can be revoked regating the Nationals immunitate return to Ocalie In the same condition as it existed when The reserved feet. Customer has found and trackershough personnels R. In a dispute texture the customer should not be not that to encourage from Dealer any specific textures. Our personnels are specifically to the control of the co rishered in Customer. Additionally, the obtaining of the Planning Approvals is a condition precedent to the embrooment and validity of the PISC, which, at

40789201



#### GMAC - Decision Details

Dealership Name/Number: HOUDAY CHEV-OLDS LLC/574,23603A,B

Applicant(s): Approved 03/19/2008 - 02:09 PM Becision:

FS App #: 574201405 Tier: C Analyst/Analyst			Phone: G574RFL /			
		Decision	Application			
Transaction Type		Retall	Retail			
Vehicle		2008 Chevrolet Malibu	2008 Chevrolet Malibu			
Firianced Amt		\$11.839.00	\$11,839.00			
¡Total Down		•	\$10,500.00			
Total Monthly Payment	•	\$0.00	·			
Term		60	60			
Reasons:						

Comments: PDN: 23603; GMAC; Stipulations:

40789201

	VEHICLE OWNER		ī	VEHICLE INFORM	MATIC
Name*	2.6			ification Number 578 485	
Address .		Apt. No.	Year 2063	Make Model 인터테시워라, 변기 등록()	[4' ·
Clare this could	State		Odometer R		<b>₩</b> -44
Mailing address (if diffe	rent from above)		Vehicle Date	of Sale	
	SELLER		<b>-</b>	eas name is listed in the section titled "v1	
National Living CHE			driver of th	ass name is issued in the section tilled for ne vehicle must be listed below. Vehicle 2. Please rood item 10 of socian titled f	S USSK
Addesses E :R.O	DRONGO'S HEM HAY		1 113. 3.4	The second secon	
OBY TUBES	State Fig.	Zip Gode 34769	Primary Dri	ver's Name.	
	LIENHOLDER			COMPANY USE C	NLY
Name v.					
A <b>ddrés</b> a b⊝≯ <u>8</u> 11	e coor give as the wignific	Çrβ@: Zip Code	]		
		CON	TRACT		
Date of Sale	Price	Sales Tax		Term * Years	D.
<b>ଅ</b> ଞ୍ଜ ଅଟେ ଅ <b>ଟେ</b>	<ul><li>* 各等等 必要</li></ul>	¥ 30.93		Unlimited Mileage	
(	ard Coverage - Includes Emergency Coverage Limits. 1200 per tire / \$200 per wheel Maximum Contract Benefit of \$1500.	y Roadside Service.	Pr	emium Coverage - Includes Eme Coverage Limits: \$400 per tire / \$400 per wheel Maximum Contract Benefit of \$	
V33170JF	<del></del>	CONTRACT ACK	NOWLEDGE	MENT	
true; (2) The purcha	haser) whose signature appears se of this <b>contract</b> is not require nai set of tires and wheels on yo <b>erro</b> of this <b>contract</b> : and (4) This	d in order to purchas <b>our wehicle</b> at the t	se, register or ime of purcha	r obtain financing for this vehicl	le; (3)
		s <b>contract</b> must be p			
	Purchasei's Signature	s <b>contract</b> must be p		ans Number	
		s contract must be p			

\_TO:8663638691



VIA FAX ONLY

October 30, 2009

Jim Cokos Starling Chevrolet PO Box 700667 Saint Cloud, Fl. 34770-0667

RE:

Service Request: 71-771543623 2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZI IS7B48F

Customer Relationship Specialist: Valentia

Dear Mr. Cokos:

This is a lotter of notification regarding a not-in-sult-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:

- Service and body shop repair orders of all internal services which include: Service File Copies,
  Customer Copy, Accounting invoices, Warranty Repair Orders, Tech Copy and Notes (to include
  front and back also, please include any receipts for aftermarket or dealer add-ons.
- All Sales Porchase and Finance Agreements (Sales Jacker), including application of credit, conveinvoice (if any), the Incentives Acknowledgement Foun, the Actual Cash Value statement of any trade, and Application for Registration/Title.

This is a time sensitive legal matter. Please fax them to 866-363-8691. If there are any fax difficulties the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate and application of title.

In addition, should you be contacted by another party regarding this matter, you may want to consult own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at our Business Resource Center at 1-866-790-5700 extension 41232 or 866-363-8691 Monday through Friday between 6:00 a.m. and 4:30 p.m., Eastern Time.

Sincerety,

Valentín Rocky Fatias

CUSTOMER #: 22553 25465 WARRANTY 1001 E. Highway 192 · St. (407) 692-5144 Fax (4 SAINT CLOUD, FL PAGE 1 FLORIDA REGISTRAT HOME ČONT:N/A SERVICE ADVISOR: 429\_RICHARD\_KEL BUS: ELL: COLOR YEAR MAKE/MODEL LICENSE MILEAGI VIN BLK-CRANIT 08 | CHEVROLET MALIBU IG1ZH57B48F 13584 DCL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT 20MAR08 DD 20MAR2012 17:30 24APR09 CASH R.O. OPENED OPTIONS: READY. STK: BF224698 DLR: 10 ENG: 2.4 LITER MFI DOHC HO ECOTEC <u>09:52 24APR09</u> 17:09 24APR09 LINE OPCODE TECH TYPE HOURS LÏ\$T NE. A POWER STEERING WENT OUT CAUSE: e 45 STEERING/SUSPENSION 419 W 1.90 155.7: 1 15926870 F-COLUMN 359.00 286.4 28648 TPARTS 20463 15571 TLABOR 3990 TECH: 4.19ACTUAL HRS.: 1.90 SOLD HRS.: 1.90 SALE-LBR: 155.71 PTS: 286.48 MSC: 0.00 EUB: 0.00 SUB: 0.00 ' COST-LBR: PTS: 204.63 MSC: 0.00 LUB: 0,00 SUB; 0.00 #419 1.1 STRERING COLUMN ASSEMBLY REPLACE. OPERATION #E7680, ADD 0.3 ADJUST PEDAL, ADD 0.2 ELEC MOTOR, ADD 0.3 OLH (JIM C) FOR DIAG. FOUND DTC C0545-00 DUE TO FAILING TORQUE SENSOR SIGNAL #2. \* 419 ACTUAL HRS.: 1.90 SOLD HRS.: TRCH: 1.5 SALE-LBR: 155.71 PTS: 286.48 MSC: COST-LBR: PTS: 204.63 MSC: 0.00 1 0.00 LUB: 0.00 SUB: 0.00 LUB: 0.00 SUB: 0.00 ACCOUNT COST SALECONTROL ACCOUNT SALE COST 4.6200 15571 3990 4.8000 28648 20463 26300 44219 \*\*\*\*\*\*

COST, SALE, & COMP TOTALS	24453 44219 0	
THE ONLY WARRANTIES, IF ANY, APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFEREDBY THE MANUFACTURER, THE		DESCRIPTION
SCILERHEREDY EXPRESSIVE ISCLAIMS ALL WARRANTIES, EITHER		LABOR AMOUNT
EXPRESSION IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABIUTY OR FITNESSION A PARTICULAR PURPOSE, AND	implied werrainty of merchantability or filmess.	PARTS AMOUNT
THE SELLER NEITHER ASSUMES NOR AUTHORIZED ANY OTHER		GAS, OIL, LUBE
PERSON TO ASSUME IT FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OR SERVICES, BUYER SHALL NOT	for it any liability in connection with the sale	
BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL		MISC CHIECES
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CXPRESSIDE IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESSIFOR A PARTICULAR PLRPOSE AND	implied warranty of marchaniability or fitness	PARTS AMOUNT
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FOR BERVICES ARE THOSE OFFEREDBY THE MANUFACTURER, THE horoby expressly disclaims all warrange, SELLERHERERY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER CONC. expressed or implied, including any	LABOR AMOUNT
EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARMAINTIES OF Implied warrenty of marchartability or lithess	PARTS AMOUNT
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INCIDENTAL DAMAGES, ALL PARTS & LABOR GUARANTEED 12 MILES WHICHEVER OCCURS FIRST, BY GM	

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407-957-4828

TO:8663638691

27707 CUSTOMER #: 22553 WARRANTY 1001 E. Highway 192 St. (4-07) &92-5144 Fax (4 SAINT CLOUD, FL PAGE 2 FLORIDA REGISTRATI HOME CONT: N/ASERVICE ADVISOR: 429 RICHARD KELI  $\mathtt{BUS}:$ CELLs COLOR YEAR MAKE/MODEL LICENSE CHEVROLET MALIBU 16687, BLK-GRANIT 08 1G1ZH57B48F PROMISED PAYMENT DEL DATE PROD. DATE WARR, EXP. PO NO. RATE 20MAROS DO 20MAR2012 17:30 llJUL09 EWR.O. OPÉNÉD READY OPTIONS: STK:8F224698 DLR:10 ENG: 2.4 LITER MFI DOHC HO ECOTEC 09:56 ILJUL09 LINE OPCODE TECH TYPE HOURS LIST NE: #419 0.2 TRANSMITTER REPLACE. OPERATION #R4490, ADD 0.3 DIAG. FOUND TRANSMITTER IN-OP DUE TO A BROKEN BATTERY CLIP ON CIRCUIT BOARD "我说我的我没有的家庭有关的自己的事情的,我们的自己的事情的,我们的事情的,我们的事情的事情的。" (1) " TECH: 419 ACTUAL HRS.: 2.10 SOLD HRS.: 0.00 SUB: 0.00 ' SALE-LBR: 172.30 PTS: 377.48 MSC: 0,00 LUB: COST-LBR: PTS: 269.63 MSC: 0.00 LUB: 0.00 SUB: 0.00 CÓST ACCOUNT SALE  $\operatorname{\mathtt{COST}}$ CONTROL ACCOUNT SALE 26963 46200 17210 3969 4.8000 37748 26300 5495B \*\*\*\*\*

COST, SALE, & COMP TOTALS	30932 <u>54958</u> 0_	
THE ONLY WARRANTIES, IF ANY, APPLYING TO THESE PARTS, AND	DISCLAMER OF WARRANTIES: The seller	DESCRIPTION
FOR SERVICES ARE THOSE OFFEREDBY THE MANUFACTURER, THE SELLER HEREBY EXPRESSLY DISCIAIMS ALL WARRANTES, EITHER	hereby expressly discloims all vorrantes,	LABOR AMOUNT
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CUSTOMER #: 22553	3	29418	STARI			
		WARRANTY	CHEVROLE			
			1001 E. Highway 192 · St. ( (407) 892-5144 · Fax (4)			
SAINT CLOUD, FL HOME:	CONT:	PAGE 1	FLORIDA REGISTRATI			
BUS:	CELU:	SERVICE ADVISOR				
COLOR YEAR	MAKEMODEL	VIN	LICENSE MILEAGE			
	EVROLET MALIBU	1G1ZH57B48F	I 19492,			
DECIDATE PROGRAME	YORK CAP. PROMIS	SED PONO	RATE PATMENT			
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B CUSTOMER STATES CAUSE: E 60 INTERIOR ' 999		ICLE RIGHT REAR OF	O.OK			
		0 O TPAR 0 O TLAB				
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cost, sale, & comp totals	9894	B894	0	
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FOR SERVICESARE THOSE OFFEREDBY THE MANUFACTURER, THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARKANNES, BITHER	hioroby expressly	disclisims all we or implied. Includ	enanties. Ing any	LABOR AMOUNT
EXPRESSION IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, AND	implied warrainly of	լ լրթո <b>ւ</b> ներութերենը և	ov fitriessi	PARTS AMOUNT
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RCMPR010

VEHICLE DELIVERY/INCENTIVE HISTORY PROCESSING SOURCE: CHEVROLET

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12

PAGE:

VIN: 1G1ZH57B4 8F

SELLG SCE: 13 MDL YR: 08 ORD NO:

ODATE: 01/17/08 ORDER FAN: DDATE: 03/21/08 DLVY FAN:

OTYPE: 070 DLVY SS/SITE CD: DTYPE: 021 SRVC TYPE: MILEAGE:

DLVY DQE; 03/31/08 ORDER BY:

CANC: 03/21/08

CANC DOE; 03/31/08

TRADE: 03/20/08

TRD DOK: 03/20/08

SRVC IN:

\$RVÇ OUT;

BFSO ORD DT: PRICE ASSUR DT: ST CLOUD

CANC SRVC IN: BFSO CUST:

PRICE ASSUR RT:

INCENTIVES

PAY SS/SITE INV/INC NO AMOUNT MTHD DLR SHR  ${ t CODE}$  $\mathtt{DATE}$ 13 26557 00034130435 FFCOI 03/22/08 37.15 QA0.00

PROCESS TYPE: 001 CHECK NO: SSN:

DLVY TO:

INC MEMO NO: 00034130435 DATA SCE: DLVYAUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT; ACTV TYPE: 6

INV/INC NO TMUOMA MTHO DLR SHR CODE PAY \$\$/\$ITE  $\mathtt{DATE}$ 

ιπMS. DΤ 13 26557 00034184443 04/02/08 912.00 QΑ 0.00

PROCESS TYPE: 001 CHECK NO: \$\$N:

DATA SCE: INC MEMO NO: 00034184443 AUTH PUR CD: 516795962 DLR

MISC DATE: MISC:

POLICY PYMT CMNT; ACTV TYPE: 6

COUE PAY \$\$/\$ITE INV/INC NO AMQUN'I'  $\Pi A T E$ MIHU DLR SHR XMC 01 13 26557 201405 03/27/08 301,56 QP 0.00

PROCESS TYPE: CHECK NO: 004 SSN:

INC MEMO NO: 201405 DATA SCE; GMA C AUTH PUR CD:

MISC DATE: 03/20/08 MISC: 0000021018MEA0

POLICY PYMT CMNT; ACTV TYPE: 6

2008 MALIBU 1LT 58U BLACK GRANITE METALLIC 19B EBONY ORDER NO. MPKWJG/TRE STOCK 1 VIN 1G1 ZH57 B4 8F		& SUBSIDI. RENAISSAN DETROIT VEHICLE I	CE CENTER MI 48243-1114 NVOICE 1AD20330782
MODEL & FACTORY OPTIONS	MSRP		RETAIL - STOCK
1ZH69 MALIBU 1LT	20630.00	19495.35	INVOICE 02/20/08
FE9 50-STATE EMISSIONS	N/⊄		SHIPPED 02/20/08
LE5 ENGINE, 2.4L DOHC MFI	N/C		EXP I/T 03/02/08
MN5 4-SPEED AUTO TRANSMISSION	0.00	0.00	INT COM 03/03/08
PDÇ POWER ÇONVENIENÇE PAÇKAĞE;	515.00	427,45	PRC EFF 02/20/08
*POWER 6-NAY DRIVER \$EAT			KEYS G3551 G3551
*REMOTE START			WFP-S MTH OPT-2
*POWER ADJUSTABLE PEDALS			BANK: GMAC - 029
			CHG-TO 26-186
VK3 FRONT LICENSE PLATE BRACKET	0.00	0.00	
58U BLACK GRANITE METALLIC	95.00	78.85	SHIP WT: 3389
			HP: 19.3
			GMS: 20164.45
			SUPPLR: 21065.10
			MRM: 21890.00
			MEMO 912.00

TOTAL MODEL & OPTIONS DESTINATION CHARGE LAM DEALER CONTRIBUTION LAM GROUP CONTRIBUTION	21240.00 650.00	20001.65 650.00 212.40 212.40	ACT 23 H/B 26 AUV 26 EXP 65	1 212.40
TOTAL MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CRE	IDIT			
INVOICE DOES NOT REFLECT DEALER'S REBATES, ALLOWANCES, INCENTIVES, EDEALER OF ADVERTISING MONIES, ALL	OLDBACK, FOR WHICH METERS	'INANCE CRE IAY APPLY T	DIT AND VEHIC	RETURN TO LE.

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#### PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL

#### **BRC CASE ASSESSMENT**

Latest Revision Date: 11/30/09

All Fields Are Required

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

SR: 71-771543623 GM Legal File / BBB Case No.: CHV0949165

By: Crystal McIntyre-BRC ADR Negotiator:

Customer Last Name: State: Florida

Only customer's last name to be recorded. Do not include first name.

Vehicle ID No.: In Service Date: Vehicle Purchased: BAC Code: 03/21/08 New 166420

1G1ZH57B48F

Year, Make & Model: 2008 Chevrolet Malibu Vehicle Purchased Used on: NA at

odometer NA

Current Mileage: 21,000 Dealer Name: Starling Chevrolet

Sale Type: Purchase X Lease Other : {Type} CAM Name: Wes Preece

Phone Number: 678-240-9832

Lien holder: GMACX Other : {Name} DVM Name: Bruce Christianson

Phone/Cell Number: 404-082-8131

Purchase Price of Vehicle: \$ 20,463.45

Was TAC contacted for this vehicle (Y/N)? : Yes DVM requests involvement?: Yes

Attorney Involvement: Matthew Kiverts /Krohn & Moss Service Manager Name: Jim Cokos

Phone Number: 312-578-9428 Phone Number: 407-892-5144 Fax Number: 866-431-5576

Are there <u>additional</u> field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary.

NA

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

NA

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

**TAC case #10886330** (Dan West)-Replaced module case #10886330 (Dan West). Power steering motor/module replace. Operation #E8434, add 0.3 diag. Replace power steering assist motor

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

**DVM/DSM Notified Regarding TAC Involvement?** Yes

#### **VEHICLE REPAIR HISTORY:**

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

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

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

Data	DO #:	Dave Out	Miloago	Description of Complaint and Repair Performed:
Date:	RO #:	Days Out:	Mileage:	
4/24/09	25465	1	13,584	C/S power steering went out DLR adv: Found DTC C0545-00 due to failing torque sensor signal #2. DLR repaired: Steering column assembly replace. Operation #E7680, add 0.3 adjust pedal, add 0.2 elec. motor, add 0.3 OLD for diag.
5/26/09	26377	2	14,877	C/S steering hard. DLR repaired: Recalibrated steering module. Test drove vehicle 35 miles Vehicle never acted up when tested after the calibration.
6/04/09	26632	2	15,295	C/S steering jerks at times DLR adv: Recalibrated power steering motor to fix concern. Vehicle still acted up after calibration. DLR repaired: Replaced module case #10886330 (Dan West). Power steering motor/ module replace. Operation #E8434, add 0.3 diag.
				Replace power steering assist motor <b>TAC case #10886330</b> (Dan West)
7/11/09	27707	5	16,687	C/S steering wheel shakes at times DLR adv: Found steering wheel shaking and working against driver. DLR repaired: Replaced steering column <b>per case #10886330</b> (Mr. Ratcliff). Steering column replace. Operation #E7680, add 0.2 electric motor, add 0.3 electric pedal.
☐ <u>Electri</u>	ical			
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
7/11/09	27707	*	16,687	C/S RKE FOB inop DLR adv: Transmitter inoperative due to broken battery clip on circuit board DLR repaired: Replace remote control door lock transmitter
☐ <u>Body</u>				
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
7/11/09	27707	*	16,687	C/S water leak in right rear of vehicle DLR adv: Sublet information RR rear seat right side, removed door pane DLR repaired: Sealed vapor barriers, sealed all door panel fasteners. Remove and refit upper window run channel
				01.000.04

Cost \$88.94.

☐ Recalls / Campaigns

Date:			Mileage:	Description of Complaint and Repair Performed:
11/06/08	20597	*	8,421	Recall 08102 – Inspect wheel covers and replace if required

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

#### Repeat as necessary Has the vehicle ever been involved in an accident? (Y or N) No Yes Did you confirm your answer with the dealer/Customer (if ADR)/attorney (if Legal)? (Y or N) What type of damage was sustained (example: front end collision)? NA Are the RO's attached if the vehicle was in an accident? (Y or N) NA Has the customer filed any insurances claims on this Vehicle? (Y or N) NA If Yes obtain the following information below Insurance Company: NA Insurance Rep: NA (First and Last Name) Phone # NA Claim Made? (Y or N): NA Claim Status: NA Pending/Denied/NA Claim # NA Did Insurance Company refer customer to GM? (Y or N) NA If Yes. Did the insurance company deny the claim? (Y or N) NA AFTERMARKET MODIFICATIONS: Are there any Aftermarket Modifications to the Vehicle? (Y or N) No If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage if known. Repeat as necessary. Include the name of the third party installer. NA

#### PERTINENT FACTS FROM All SR's RELATED TO THIS VIN:

Have you confirmed modification with the dealership? (Y or N)

**Concern:** FRA opened 11/5/09 - **SR 71-773781430** — FRA request for the Defective steering, power steering going out, difficulty turning steering wheel, the jerking of the steering wheel, the noise and the shacking of the steering wheel. And water leak in the rear right area of the veh. Customer took the vehicle in but the customer and the dealer were unable to duplicate any of the concerns so there's not much more that we can do.. I am closing my file since the FRA was done on 11/24/09. File closed 11/25.

Yes

CONCERN: Steering - Legal File SR# 71-771543623

**ACCIDENT / INSURANCE INFORMATION:** 

#### BBB PROGRAM SUMMARY ASSESSMENT:

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? Florida

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

**Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State:** Eligible for all remedies

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

Eligible for all remedies

#### Customer/Plaintiff Seeks:

Vehicle repurchased and attorney fee's

#### **Customer/Plaintiff Theory:**

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

4 repair attempts and concern still exist

Note: This section only applicable for Legal cases

Is Lemon Law Pled/Alleged?:

Under what State? Claimed Presumptive?

Does Purchase Qualify?

If not, why?

**State Presumption Is:** 

# of Visits for a Non-Conformity? 3 repairs- # of Days out of Service? 30 days for all

same issue issues

plus FRA

# of visits for a Safety Complaint? N/A # of Visits Total? N/A Must Complaint Continue to Exist? YES Final Repair/Arbitration Required? YES

Time Period for filing a Claim? 24 months + 60 days

Vehicle Service History (During Presumptive Period) is:

# of Visits for a Non-Conformity? Steering-4 # of Days out of Service? 10

Elect-1

Body-1

# of visits for a Safety Complaint? NA Total # of Visits? 5
Complaint appears to Continue? NO Final Repair/Arbitration Complete? Yes

Does History appear Presumptive: Yes

**Vehicle Service History (During Limited Warranty Period) is:** 

# of Visits for a Non-Conformity? Steering-4 # of Days out of Service? 10

Elect-1

Body-1

# of visits for a Safety Complaint? NA Total # of Visits? 5
Must Complaint Continue to Exist? YES Final Repair or Arbitration Reg'd? YES

Related Repairs beyond NVLW: NO - still under warranty

Customer Pay? {Yes or No} If no, identify responsible party: {Payee} Additional Days out of Service? {Number} Additional # of Repair Visits? {Number}

Other Considerations: NO

Outcome/Findings of Arb/Final Repair: {Date and Summary}
Prior Goodwill/reimbursement: {Yes or No}
Out of Pocket Expenses: {Yes or No}
{Date and Summary}

#### RECOMMENDATION AND RATIONALE:

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

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

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

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

- 1. 4 repairs for steering (3 different concerns 2 replacement of steering column, 1 recalibrated steering module & 1 replacement of Power Steering assist motor)
- 2. Customer sts concern still exist

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

- 1. 10 days out of service
- 2. No concerns appear to be current during FRA

Are there any considerations to be made under other applicable laws? (Explain in detail)  ${\sf No}$ 

#### Recommendation:

#### Rationale:

Although 4 repairs were made to steering, it appears that all issues were resolved. Minimal days out of service (10 total). Vehicle does not appear to have suffered from substantial loss of use, value or safety and non-conformities no longer exist. CRS does not feel this is a repurchase situation. FRA took place 11/24 – no duplication of issues.

#### Settlement/Defense Strategy:

{TEXT}

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

progression.

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

Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:	nd: \${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
CRS Intial Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
PLAINTIFF Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
CRS Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

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

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

"Add additional lines for	additional offers/coul	nter oners.	
Recommendation of	CRS:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable): \${Amount}
Recommendation of	Field:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/l	Repair}	Attorney Fees (if applicable):
Final Decision:		Arbitrate case:	\${Amount} Settle case:
Settlement Type:	{GW/Repurchase F	Repair}	Attorney Fees (if applicable): \${Amount}
TEAM LEAD APPR	ROVING:	{Name}	Date:{mm/dd/yy}

## <u>FLORIDA: 8/1/2005</u> <u>Overallowance / Incentives / Negative Equity Form</u>

Customer	Request #	71-779530829	BBB#	
PURCHASE PRICE: (From dealer Bill of Sa	ıle) (Sellin	g Price)		(+) 20164.00
MSRP: (From BARS Invoice)				<b>(-)</b> 21890.00
DIFFERENCE:				(=) -1726.00
TRADE ALLOWANCE: (from dealer B	ill of Sale)	)		(+) 500.00
Include vehicle retail, accessories and mileage adju NADA Retail Value for:			pages to file.	
VEHICLE: 1995 Chevrolet Monte Carlo-ACCESSORIES: MILEAGE ADJUSTMENT: 161,514	·No NADA	A info Available		(-) NA
OVER ALLOWANCE: (Trade more than N.	(ADA)			(=) NA
PAYOFF: (If dealer added negative equity into a	contract, do	not subtract)		(=) NA
PURCHASE PRICE (From dealer Bill of Sal	le) – (before	tax, tag, etc.)		(+) 20164.00
GM CARD POINTS:				DO NOT INCLUDE
INCENTIVES (from BARS): (Do not include fuel fill credit, dealer incentives or 1:	GM card cr	edited back to custome	er)	
2: 3: TOTAL INCENTIVES (Not included in Pur	chase Price)			(-) NA
OVERALLOWANCE: (From above)				(-) NA
NEGATIVE EQUITY: (If NOT shown in con	ntract))			(-) NA
Actual price of Vehicle that should be pr	resented to	o BBB for ATA		(=) 20400.00

To: V Rocky Farias, GMC

From: Jordan Manske, Krohn & Moss, Ltd.

Reimann v. General Motors

Date, November 9, 2009

Please see the enclosed Vehicle Registration, Finance Agreement, and various repair orders provided at

12/1/2009

CCT-15-2009 18:40 Fram: NOT RUCHONS FOR ATTACHING DECAL

- . Clean area where new annual deepl is to be offixed.
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To: 8662339227

P.343

#### IMPORTANT INFORMATION

SECTION 320.0605. Florido Statutos, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described he in possession of the operator or carried in the vehicle while the vehicle is being used or apparated on the highways or streets of this state.

SECTION 116.613. Plorida Stabites, requires every operator of a motor valida while transporting a child in a passenger can wan or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of tige or younger. provide for projection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate starter or a vehicle manufacturers integrated third seat, for children aged 4 through 5 years, a separtic carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida Mo-Fault insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

> important note: If you cancel the insurance for this vehicle, animediately return the license plate from this registration to a Florida driver licease or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, Apotachee Porkway, Tallahussee, Ft. 32399. Surrendering the plate will prevent your driving privilege from being Suspendedi.

# LORIDA VEHICLE REGISTRATION

DECAL 12799921 Midnight Fri 10/29/2010

COLOR

TITLE

UMK 2008/CHEV 3007 40 1G1ZH57B48A Ma Type RGR

3389



Reg. Tax 54.65 Class Code Init, Reg. Tax Months: County Fee 3 00 Buck Tex Mos Mail Fee Credit Class Sales Tax Credi: Montles Voluntary Fees Grand Total 56.65

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./FEID R160436878990 4c Issued 10/13/2009

JATE

Plate Issued 3/27/2008

#### IMPORTANT INFORMATION

CO/AGY 26 / 2

- 1. The Plonds license place must remain with the registrant upon sale of vehicle.
- 2. The registration must be convered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
- 3. Your registration must be updated to your new address within 20 days of marries



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1/09/09

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PST

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DCT-15-2009 18:42 From:

To: 8662039227

P.2/3

STARLING ZED CHEVROLET

CAR

INVOICE NUMBER. 50331

1001 E. Irlo Branson Mem. Hwy-P.O. Bex 700667 St. Cloud, Flonda 34770

407-892-5144

SOLD 70.

ADDHESS: CITY:

DEAL NO:

3665

AILLIAM K KING

SALESMAN:

RICHARD N URIGHT 8F224698 ENJOYAB:

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Page 3 of

11/09/09

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OCT-15-2009 18:35 From:

Tu: 8662039227

CUSTOMER #: 22753	25465	STARL
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OCT-15-2009 18:36 From:

Ta: 8562039227

CUSTOMER #: 22553 26632 \*INVOICE\* 高記さ CI IEVRO 1001 E. Highway 192 St. Clo (407) B92-5144 Fox (407) SAINT CLOUD, FL PAGE 1 FLORIDA REGISTRATION #1 HOME CONT:N/A BUS: SERVICE ADVISOR: CELL: 429 RICHARD KELLY LICENSE MILEAGE IN 7 MAKEIMODEL. BLK-GRANIT CA CHEVROLET MALIBU 1G1ZH57B48F OEL DATE CHOOL DATE WARRIEZE PROMISEU POWO 15<u>295/15</u>; PAYMENT 20MAR08 DD 20MAR2012 17:30 04JUN09 CASH \_0⊀ P. C. OPENED " READY OPTIONS: STK: 3F224698 DLR: 10 ENG: 2.4 LITER\_MFI DOHC\_HO ECOTEC <u>09:53 Q4JUN09 (15:54 </u>04JUN<u>09</u> LINE OPCODE TECH TYPE HOURS List NET A CUST STATES STEERING JERKS AT TIMES. CAUSE: E 45 STEERING/SUSPENSION 419 2 25805894 MOTOR PARTS: 0.00 LABOR: D. OO CTHER: 0.00 TOTAL LINE A: #419 B.6 POWER STEERING MOTOR/MODULE REPLACE. OPERATION #E8434, ADD 0.3 DIAG. RECALIBRATED POWER STEEPING MOTOR TO FEX CONCERN. VEHICLE STILL ACTED UP AFTER CALIBRATION REPLACES MOTOR \$10886330 [DAN WEST] B\*\* \*LQE CAUSE: 5 ODCVZ003 \*LOF 444 CEE 5 MCIL VALVOLINGS 1 12605566 FILTER 6.541,91 7.00 PARTS: 16.55 LABOR: TOTAL LINE 5: 444/LOP \* CUSTOMER PAY MISC SHOP SUPPLIES FOR REPAIR ORDER

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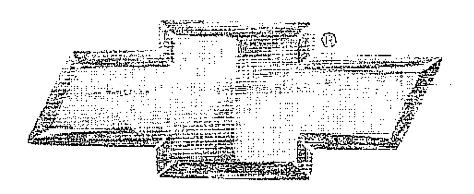
To: 8662039227

CUSTOMER #: 22557	27707	STARL
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		1001 8. Highway 192 - St. Cr 16071 892-5144 - Fed 1401
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SELLER HEHEBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER MERCHANTIES, EITHER BY EXPRESS OF MULTIPLE RECLIDING MAY WE BET WARRANTIES OF	reby expressly discipline all womend:	LAROR AMOUNT
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OCT-15-2009 18:36 From:

To: 8662039227

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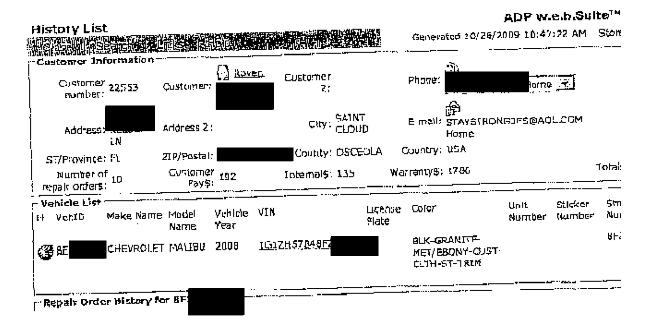


THE ONLY WASAANTIS. IF ANY, APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURIER. THIS SELECT HEADY EXPRESSLY DISCLAMS ALL WARRANTIES, EITHER SEVERY SOR IMPLED, WELLBING ANY IMPLIED WASHAMTISS OF MICHELIAND ANY IMPLIED WASHAMTISS OF MICHELIAND ANY IMPLIED WASHAMTISS OF MICHELIAND ANY IMPLIED WASHAMTISS OF THIS EXILCT MICHELIAND OR FITNESS FOR A AUTHORICAN ANY UTHER ANY OFFICE FOR ANY IMPLIED WITH A SEMBLE IT FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS AND/OF SERVICES. ELIVER SHALL MY BE ENTINED TO RECOVER HAD SERVICED AND SERVICES AND SERVICES AND ANY LIABILITY OF THE SHALL MY BE ENTINED TO RECOVER HAD SERVICED AND SERVICES. ELIVER SHALL MY BE ENTINED. TO RECOVER HAD SELLED ANY CORRESPONDED AND ASSAURT OF CONNECTION WITH BE ENTINED. TO RECOVER HAD SELLED ANY CORRESPONDED.

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History List

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Ltr to GM re its inability to get in contact with Matt Kiverts

Matthew Kiverts
Attorney at Law
Krohn & Moss, Ltd
120 W. Madison Street
10th Floor
Chicago, Illinois 60602
(312) 578-9428 x203 (direct)
(866) 289-0898 (Illinois fax number)
(866) 431-5576 (Florida fax number)
Email: mkiverts@consumerlawcentercom
Web: www.krohnandmoss.com

# Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)
120 W. Madison Street 10<sup>th</sup> Floor
Chicago, Illinois 60602

www.krohnandmoss.com

Writer's Direct Number
312-578-9428 Ext. 203
Writer's Direct Facsimile
(866) 431-5576
Writer's Direct E-Mail
mkiverts@consumerlawcenter.com
www.krohnandmoss.com

Writer licensed to practice only in:
Illinois
Florida

December 11, 2009

VIA FACSIMILE (866) 852-1529 With Confirmation Received

General Motors Company Business Resource Center Attn: Patricia Spacek P.O. Box 33170 Detroit MI 48232-5170

RE:

v. General Motors Company

Vehicle:

2008 Chevrolet Malibu

VIN:

1G1ZH57B48F

Dear Ms. Spacek:

I am in receipt of a generic letter from General Motors (attached) which states that three (3) unsuccessful contact attempts to reach me by phone were made, and that General Motors would be closing in ten (10) days from the date of the letter (December 2, 2009), if General Motors did not hear from me. Please be advised that I was out of the office and the country from November 21, 2009 through December 2, 2009. I have since sent you via electronic mail my client's settlement demand per your request. If General Motors requires any additional information / documentation to facilitate a thorough review of this matter, please do not hesitate to contact me directly, as I would like to work to resolve this matter amicably if at all possible.

Matthew Kiverts

Attorney at Law



#### 

December 2, 2009

C/O Matthew Kiverts 120 W. Madison, 10th Floor Chicago, IL 60602

Service request: 71-779530829

Vehicle Identification Number: 1G1ZH57B48F

Customer Relationship Specialist: Crystal

Dear

Thank you for allowing us the opportunity to review the product allegation involving your 2008 Chevrolet Malibu. Unfortunately, our attempts to reach you by phone on 11/25/2009 at 3:46 PM, 11/27/2009 at 12:02 PM, and 11/27/2009 at 4:46 PM were unsuccessful.

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

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

Sincerely,

General Motors

cc: FILE

PA0005 V10202009



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

#### VIA FAX ONLY

December 11, 2009

BBB Autoline 4200 Wilson Blvd. Suite 800 Arlington, VA 22203-1838 (Florida)

RE: c/o Krohn & Moss, Ltd

Service Request: 71-779530829 BBB Case Number: CHV0949165

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B48F Customer Relationship Specialist: Crystal McIntyre

#### **Manufacturers Testimony and Position in Writing**

We are sorry	s dissatisfied with her Chevrolet Malibu. General Motors'
continued success depe	nds upon the satisfaction our customers receive from their vehicles. We
like to resolve any issue	es before they reach this level of dissatisfaction and we apologize that we
have not been able to sa	atisfy with her vehicle in this case and for any inconvenience
may have ex	perienced.
purchased th	ne vehicle new on 03/20/08. The vehicle was sold with approximately 124
miles at the time of pur	chase. The vehicle's purchase price was \$20,463.45.
receive an incentive reb	pate nor did she have any negative equity.

According to the Agreement to Arbitrate, the customer has one (1) concern with the vehicle she is addressing: Steering defects.

- 04/24/09 Starling Chevrolet (1 Day) 13,584 miles RO# 25465
  Concern: Power steering went out. Diagnosis: Found DTC C0545-00 for failing torque sensor signal. Correction: Replaced steering column assembly.
- 05/26/09 Starling Chevrolet (2 Days) 14,877 miles RO# 26377















**Concern:** Steering hard. **Correction:** Recalibrated steering module. Test drove vehicle 35 miles. Vehicle never acted up when tested after recalibration.

- 06/04/09 Starling Chevrolet (1 Day) 15,295 miles RO# 26632
  Concern: Steering jerks at times. Diagnosis: Recalibrated power steering module to fix concern. Vehicle still acted up after calibration. Correction: Replaced power steering motor module.
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- 09/04/09 Starling Chevrolet (1 Day) 19,492 miles RO# 29418 Concern: Noise in steering. Diagnosis: No problem found.

General Motors makes every effort to meet the highest quality standards. By providing the New Vehicle Limited Warranty for 36 months or 36,000 miles, General Motors covers the cost of repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. The vehicle is still covered by the New Vehicle Limited Warranty and Ms.

has not experienced any out-of-pocket expenses for warranty repairs. At the time of purchase was offered the option of purchasing an Extended Service Contract. This was to ensure that if any repairs were needed outside the manufacturer's warranty, she would not incur further costs unless she chose a plan with a deductible or which did not cover the needed repair. In this instance, where the decline any extended service contract.

When looking at the repairs on this vehicle involving the vehicle's steering system we see that made reports of issues with the steering, however, none of the issues were for the same concern. The first visit she reported the power steering went out, but there was nothing said as far as her not being able to steer the vehicle. I was driven in, it was not towed into the dealership confirming that the vehicle was drivable.

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There is no indication that this concern has substantially impaired her use of the vehicle. As a matter of fact, looking at the miles accumulated between each visit support that the use of the vehicle was not hindered in any way.

- Use from 04/24/09 05/26/09 (32 Days) was 1,293 miles.
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- Use from 07/11/09 09/04/09 (54 Days) was 2,805 miles















According to the signed Customer Claim Form submitted by dated 12/07/09 the
vehicle had 23,600 miles. Currently has the vehicle available for use. The dealer has
been able to verify that the vehicle has been out of service for 10 days.
accumulated approximately 23,426 miles since purchase less than 21 months ago leading us to
believe that ability to use the vehicle has not been substantially impaired. Now these
miles include the deduction of 50 miles attributed to test drives conducted by the dealer and the
124 miles that were present on the vehicle at purchase. It appears that there have been an average
number of miles placed on the vehicle since purchase and the use has not been substantially
mpaired.

The safety of the vehicle has not been impaired. The dealer has never deemed this vehicle unsafe or inoperable. General Motors contends the value of the vehicle has not been affected. At this time the vehicle is performing to factory specifications. has not brought her vehicle back to the dealership since her last repair visit at the first of September over three months ago. To our knowledge the vehicle is operating to design specifications.

The Florida Lemon Law (FL LL) sets a presumption that a reasonable number of repair attempts have been made if one of the following occur:

- 1. The same nonconformity has been subject to repair at least three times by the manufacturer or its authorized service agent, plus a final attempt by the manufacturer after receiving the registered or express mail notice from the consumer, and the nonconformity continues to exist; or
- 2. The vehicle has been out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 30 or more days, exclusive of down time for routine maintenance prescribed by the owner's manual. The manufacturer must have had the opportunity for a final repair attempt as described above.

General Motors does not feel that the above criteria have been met in this case. Although Ms. concerns were with the steering system in her vehicle, they were not for the *same* nonconformity and the *same* nonconformity was not addressed three or more times. The vehicle has not been out of service for 30 or more days; the vehicle has been out of service a total of 10 days. Furthermore, we feel that all concerns in regards to this issue have been addressed and corrected as has not found the need to return to the dealership for any further repairs.

Lastly, General Motors would like to address request for attorney fees. General Motors takes each claim seriously. We firmly believe that both the customer's best interests as well as General Motors' best interests are served by working to resolve a customer's concerns in a manner that is mutually satisfying, at the earliest possible date without going to arbitration. We make every reasonable effort to resolve each case in this manner.

Since has retained Krohn & Moss to represent her in this matter we have attempted to contact them in order to try to resolve this case quickly. We have called them at the number provided but were never able to reach anyone. We left voice messages but have never received a reply. We have even sent correspondence to them requesting a phone call so we can discuss the















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If you have any 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.















December 18, 2009 Page 5

Sincerely,

Shendanna M. Boykin General Motors Corporation Business Resource Center

LG0111 V05042007



























## **General Motors Business Resource Center**

# **FAX**

To: Donna Patterson

Company: BBB

Fax: 703-247-9700

Phone:

From: Shendanna Boykin

Fax: 866-485-4472

Phone: 866-790-5700 x 21231

E-mail:

CC:

## **NOTES:**

RE: c/o Krohn & Moss, Ltd

Service Request: 71-779530829 BBB Case Number: 2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B48F

**WRTGM** 

Coversheet Plus 4



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

#### VIA FAX ONLY

December 11, 2009

BBB Autoline 4200 Wilson Blvd. Suite 800 Arlington, VA 22203-1838 (Florida)

RE: c/o Krohn & Moss, Ltd

Service Request: 71-779530829

BBB Case Number:

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZH57B48F

Customer Relationship Specialist: Crystal McIntyre

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have not been able to satisfy	with her vehicle in this case and for any inconvenience
may have experien	ced.
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miles at the time of purchase.	The vehicle's purchase price was \$20,463.45.
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December 18, 2009 Page 5

Sincerely,

Shendanna M. Boykin General Motors Corporation Business Resource Center

LG0111 V05042007



















Case Number: 162045

Originator Name: Patricia Spacek 866-790-5700 21338 patricia\_spacek@gmexpert.com

**Created Date:** 12/29/2009

**Vehicle Info** 

Vehicle Comments & TAC Explanation: Replace Powger steering assist motor

Original Purchase Date: 03/21/2008 \* Repurchase Mileage: 25000
Vehicle Owner(s) \* Original Purchase Condition: New

Entity Type Person

\* Names(s) on Title: \* Title State: FL

\* Primary Owner:

\* Address

\* City

St. Cloud

\* State

\* Home Phone:

\* Cell Phone:

\* Fax Phone:

\* Reason Repurchase

\* E-mail:

Replaced 2 steering columns which were inoperative, replaced module for varial effort system due to lack of power, replaced steering wheel module due to vibration and excessive effort, replace inoperative remote controld door lock

transmitte

UCC Codes (N4602) Electrical - Power Keyless Remote Lock System - Inoperative

(M2209) Steering - Variable Effort System - Power - Lack of (M4007) Steering - Wheel / Touch Controls - Vibration / Balance (M4105) Steering - Column / Ignition Lock / Parts - Inoperative

Repurchasing Dealer:

\* Dealer #: 242070 Dealer Name: STARLING CHEVROLET-CADILLAC, LLC

Region: 30 District: 3315

\* Contact Name: Jim Cokos \* Contact Title: Svc. Dir E-Mail:

Repair

\* Contact Name: \* Contact Title:

Vehicle Location: -

**Customer's Attorney** 

Legal Case Ref. #:Tax Id:364065555Tax Id Type: Fed IDFirm Name:Krohn & Moss, Ltd.Contact:Matthew Kiverts1099:N

Address: 120 W. Madison Street 10t..

 City:
 Chicago
 State:
 IL
 Zip Code:
 60602

 Phone:
 (312) 578-9428
 Fax:
 (866) 431-5576
 E-mail:
 mkiverts@consumerlawce...

Phone: Local Counsel

Firm Name: Contact Person:

Firm Name: Contact Person: Address:

City: State: Zip Code: Phone: Fax: E-mail:

December 29, 2009 Page 1 of 2





**Case Number:** 162045

**Originator Name:** Patricia Spacek 866-790-5700 21338 patricia\_spacek@gmexpert.com

**Created Date:** 

Vehicle Lien Holder

Type of Secured Interest: Standard Lien \* Company: GMAC Account #: 029911821018 8702.7 **Payoff Amount:** Per Diem: 0.0 Payoff Date: 2010-01-23

**Payment Services Contact or Attention:** Address 6716 Grade Ln., Bldg. 9, S.,

Louisville **ZIP Code:** 40213 City State ΚY

Day Phone: (800) 200-4622 Fax: E-mail:

**Transaction Details** 

\* Disposition: Trans. State: FL Siebel Request #: 71771543623 Auction Early Res - NISM - Vol Mediated \* Trans. Type: Straight Trans. Source:

Compliance Type: **Compliance Date:** 

\* Closing Date: 2010-01-12 Money to Dealer: 0.0 Money to Manuf.: 0.0

**Repurchase Vehicle** 

Replacement VIN:

Disposition:

Customer's address on the signed Release of Claim and vehicle registration is the correct address. Title has customer's old address on it. \* Processing Instructions:

Disbursement(s)

**Payment Type Payee** Payee Line 2 Amount 8702.7 14188.78 Lien Payoff **GMAC** Joint Customer/Attorney Repurchase Krohn & Moss, Ltd.

December 29, 2009 Page 2 of 2



# **Denial Decision**

Submitted Date: 01/08/10

CHV0949165

VIN: 1G1ZH57B48F

Customer:

Hearing Date: 12/16/09

Arbitrator: Arthur Hillman

#### Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied. repurchase

CASE: Arbitrator: Arthur Hillman

Customer:

Date: 01/08/10



# Lemon Law Reasons for Decision

Submitted Date: 01/08/10

VIN: 1G1ZH57B48F

Customer: Hearing Date: 12/16/09

Arbitrator: Arthur Hillman

- Fact Sheet Section -

#### **Fact Sheet Queston 1**

For each problem (current and past) listed on the *Agreement to Arbitrate*, indicate the following information. List briefly the relevant evidence in support of each of your conclusions (i.e., repair order numbers, dates, testimony, inspection and/or test drives, technical expert reports, etc.).

- a Problem (as listed on Agreement to Arbitrate):
- 1 Steering Defects
- b Exists Now? (Please Explain)
- 1 Customer says yes but only one repair for each different steering problem
- c Number of Repair Attempts
- 1 25465-4/24/09;26377-5/26/09;26632-4/6/09
- d Number of Days Out of Service:
- 1 9

#### - Reasoning Section -

#### Question 1

For each problem listed on the Fact Sheet, please explain whether or not you believe the problem was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty. Please explain how you reached your conclusion.

The steering defects were caused by by a defect in materials or workmanship and should not have been caused by normal usage of the vehicle. The information supplied to the arbitrator did not indicate any abnormal usage

#### Question 2

For each problem you decided was caused by a defect in materials or workmanship covered by the manufacturer's new vehicle warranty, please explain whether or not you believe this problem is a substantial impairment of the use, value or safety of the vehicle.

A steering problem, depending on it's severity, if not corrected is a substantial impairment of the use, value and safety of the vehicle. However each steering problem was fixed as no subsequent repair order addressed the identical problem.

#### Question 3

Please address the following aspects of your state's lemon law below:

- a During the applicable time period specified by this state's lemon law, the vehicle has been out of service by reason of repair to vehicle problems for a cumulative total of how many days?
- b Has the standard for a reasonable number of repair attempts under this state's lemon law been met? (Yes or No)

no

c Please explain how you reached this conclusion.

The presumption for a reasonable number of repair attempts can be met if during the Lemon Law Rights Period: the same nonconformity has been subject to repair at least three times by the manufacturer or its authorized service agent, plus a final attempt by the manufacturer after receiving the registered or express mail notice from the consumer and the non-conformity still exists. The consumer has not complied with all of the above requirements as there is no indication that a proper defect notice for final reapair was sent to the manufacturer

d Is this consumer entitled to a repurchase or replacement under all other provisions of this state's lemon law [i.e., eligible consumer, eligible vehicle, applicable time frames (if any), notice provisions (if any), reasonable number of repair attempts, etc.]? Please explain how you reached this conclusion.

No. Florida Lemon Law states that the vehicle must be initially purchased in Florida to transport persons or property, the owner must use the vehicle primarily for personal, family or household purposes and the vehicle must have a non-conformity(a defect or condition that substantially impairs the use, value or safety of the vehicle) that arose within the first two years, the consumer must notify the manufacturer in writing after three repair attempts, the manufacturer must be given a final repair attempt. The dealership has not had a final repair attempt to address any specific problem that the customer feels still exists.

#### **Question 4**

State your decision (i.e. Repurchase, Replacement, Interim Repair, Denial) and explain why it is appropriate.

The customer purchased the vehicle in 3/20/08 and since then has had nine out of service days as per repair orders received by arbitrator, relative to several different problems. The only problem that the Agreement to Arbitrate lists and the only one that will be addressed was a steering problem and that was first brought in for repair 4/24/09, over one year after purchase. Steering issues, although each was different have been addressed three more times over the following months. Various parts of the steering mechanism have been replaced or recalibrated during these repairs and according to the repair orders the vehicle has not been returned for the exact problem although each repair was steering related. The last repair order dated July 2009 was for the steering wheel shaking at times; the problem was addressed and not reported again. The arbitrator only received repair orders through July 15 2009 however the repair history indicates there was a repair order on 9/4/09, the complaint being "noise in steering"—there was no actual repair order for this received by the arbitrator; however in manufacturer's response it was stated "no problem found" on 9/4/09.

There is no doubt that the customer has been inconvenienced however it appears that each steering problem was fixed and did not reoccur. Under the Florida Lemon Law a defect must substantially affect the use, value or safety of the vehicle, must have been in for repair at least three times and a defect notice requesting a final repair must be mailed to the manufacturer and an appointment made for this final repair. There is no indication that a defect notice requesting final repair has been sent to the manufacturer nor is there any indication that each steering problem was not corrected. The vehicle has not been in for repair since 9/4/09 nor is there any indication of a proper request (defect notice) for a final repair attempt. The vehicle is still under warranty and if any new warranty problems arise, they are still covered. At this time there is no substantial problem that affects the use, value or safety of the vehicle as the only complaint of the customer on the last repair order was a noise in steering and the vehicle was not returned for this problem or a defect notice filed. All factors being considered it is the decision of the arbitrator that the request for repurchase is denied.

#### **Question 5**

If awarding a repurchase or replacement:

a Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.

n/a

b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.

n/a vehicle not available

c If you've decided not to award all collateral or incidental charges that were requested on the Agreement to Arbitrate, please indicate your reason for doing so.

n/a

#### Question 6

The following materials and documents were submitted by the parties as part of this arbitration. Those marked with an asterisk ("\*") were relied upon by the arbitrator(s) in making a decision in the case

- a Materials/Documents Submitted by Customer
  - \*Repair History
  - \*Letter from Attorney
  - \*3 Repair Orders
- **b** Materials/Documents Submitted by Manufacturer
  - \*Reply to request for repurchase

#### **Question 7**

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

9/4/09 19492--Vehicle not available

CASE: Arthur Hillman

**Customer:** 

Date: 01/08/10

North American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530



CHECK NO. 213

DATE 02/11/08

\*\*\*\*05 CENTS

AMOUNT **\*\*\*\*\*\*\*\*\*\*\*\***588.05

North American Operations General Motors Corporation Disbursement Account

TO THE ORDER OF

AUDIT

VENDOR DUNS NO

The Chase Manhattan Bank, N.A. Syracuse, New York

BB 000000041

North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530

CHECK NO.

PAYMENT DATE

02/11/08

REGISTER NO.

VENDOR NAME

INVOICE DATE

DOC. REFERENCE NUMBER

% DISC.

INVOICE AMOUNT

DISC. AMOUNT

NET AMOUNT

DETACH BEFORE DEPOSITING CHECK

02/08/08 | 71-598989459.1 VH 1-9X14NM -9X14NM 00.0000 588.05 .00 588.05 1G1ZU64885F

ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782

TOTAL

H3

588.05

. 00

588.05

South Bend, IN

Service Request: 71-598989459

Customer Relationship Specialist: Michael Brent

Dear

Thank you for contacting us recently regarding the special coverage notice you received for your 2005 Chevrolet Malibu. We apologize for any inconvenience you have experienced as a result of this special coverage.

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

We have reviewed your request for reimbursement on the steering column that you had repaired and are happy to inform you that you are being reimbursed for the full amount of the repair. We have enclosed a check in the amount of \$588.05.

At Chevrolet, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have 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

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

SOUTH BEND IN 466 10 JAN 2008 PM 2 T South Bend, IN Reinbusement Department P.O.BOX 33170 JAN 1 5 2840

# **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 1/9/08
17-Digit Vehicle Identification Number (VIN): 1G12T64815F
Mileage at Time of Repair: 38,493 Date of Repair: 5/29/07
Claimant Name (please print):
Street Address or PO Box Number:
City: South Bend State: IN ZIP Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):Same as above
Amount of Reimbursement Requested: \$ 565.89
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:

Please mail this claim form and the required documents to:

Reimbursement Department P.O. Box 33170 Detroit, MI 48232-5170

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

#### **CUSTOMER REIMBURSEMENT PROCEDURE**

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

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

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

#### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Chevrolet Customer Assistance Center at 1.800.630.2438 (TTY 1.800.833.2438).





# GATES CHEVY WORLD, INC.

636 West McKinley Avenue • P.O. Box 250 Mishawaka, IN 46544-0250 www.gatesautomotive.com NEW ICE 17: (\$741 226-3018 FAX: (\$74) 256-3031 FAX: (\$74) 256-3031 FAX: (\$74) 258-30 BODY SHOP DE: (\$74) 256-3045 FAX: (\$74) 256-2

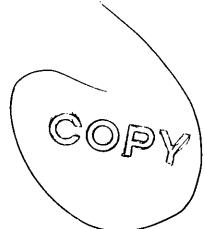
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# GATES CHEVY-WORLD, INC.

636 West McKinley Avenue • P.O. Box 250 Mishawaka, IN 46544-0250 www.gatesautomotive.com SLRVIC 1 (4) 157 (1) 256 EVN (571) PARIS DI PT (574) 256 EVN (574) 256 ENDLY STICES (574) 257

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GATES CHEVY WORLD.636 WEST MCKINLEY AVE., MISHAW SERVICE PH 574 256-3038 FAX 574 258-7068 IF YOUR SERVICE WAS MORE THAN YOU EXPECTED TELL IF YOUR SERVICE WAS LESS THAN EXPECTED TELL US PLEASE CALL SERVICE MANAGER KEVIN SCHEIBELHUT I ARE NOT COMPLETELY SATISFIED.	AKA 46545 YOUR FRIENDS !!! F YOU	TOTAL LAI TOTAL PAI TOTAL SUI TOTAL G.I TOTAL MII TOTAL MII TOTAL TAI	BOR RTS BLET D.G SC CHG. SC DISC	210.89 375.48 0.00 9.95 22.75 -4.00 23.18		
WE ARE COMMITTED TO BEING YOUR SERVICE PROVIDER PLEASE SEE YOUR SERVICE ADVISOR OR THE SERVICE YOU HAVE ANY QUESTIONS ON TODAYS REPAIRS PLEASE RETURN ALL SURVEYS TO CHEVROLET IF YOU A THANK YOU FROM ALL OF US AT GATES CHEVY WORLD S	MANAGER IF	TOTAL IN	OICE \$	638.25		



CUSTOMER SIGNATURE

# Goodwrench

# MULTI-POINT HEHICLE INSPECTION

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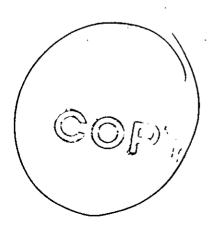
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CUSTOMER COPY



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

Issued by: Chevrolet

Certificate No. 1G1ZT62865F

Issue Date: May 9, 2011

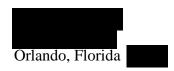
**Issued exclusively for:** 

Orlando, Florida

Valid through: 12/15/2010

Amount: A thousand dollars

\*\*\*\*\$1,000.00\*\*\*\*



Dear ,

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

To ensure that you have the opportunity to obtain the best value possible, this certificate may be used in addition to any other retail purchase incentive programs available at the time you purchase your new vehicle. We hope you will take advantage of this special incentive offer. Simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

We are proud you made Chevrolet your choice when you purchased your 2005 Malibu MAXX and trust you will give us the opportunity to retain you as a valued Chevrolet customer. Should you have any questions regarding General Motors' products and current incentives, please call our Marketing Support department at 800-950-2438. You may also begin your vehicle shopping online by visiting gm.com or any of our divisional websites.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-780095598

# BBB AUTO LINE Customer Claim Form

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

Case number: Contact date: 12/10/09
Start date: 12/10/09

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 INFORMAT	ION			
Titled owner:				
Mailing address:				
City: MARTINEZ		State:	CA	Zip code:
Day phone:	Evening phone:			Cell phone:
Fax:	E-mail address:			
SECTION 2: VEHICLE INFORMATIO	N			
Make: Chevrolet M	odel: Malibu	Year:	2007	7 Current mileage: 68000
Name(s) that appears on the vehicle title				
Selling dealer/city/state: GREEN MOTO	ORS, ALAMEDA, CA			
Primary Servicing dealer/city/state:	concord chevrolet,			
Acquired as  new  used demo	☐ leased — Is the	<u>e vehicle ir</u>	<u>ı your բ</u>	possession? 🛛 yes 🗌 no
Purchase/lease date: 11/10/08	Milea	age at purc	.hase/le	ease:
First repair attempt date: 05/01/09			mpt mi	nileage: 60000
How often is the vehicle used for business purposes (percentage): 0	Number of ve registered in % by vehicle ow	California		Transmission type: 図 Automatic  ☐ Manual
Has the vehicle been in an accident/had b	ody damage? 🔲 yes	🛛 no		Date of accident:
Description of damage:				
SECTION 3: DESIRED OUTCOME (D	escribe what you v	want dor	ne to r	resolve vour concern)
Our desire is to get it fixed by manufacts a safety issue, the power steering almost got into accident more than 3 didn't want to admit its a safety issu needs replacing.	facter. g shuts down while d 3 times, contact GM a	driving on already a	its ow and the	wn, iey
Please complete the missing infor			id on p	page 2.
Lienholder/Leasing Company			Pho	one Number

SECTION 4: VEHICLE PROBLEMS	S (List primary proble	Case Number:				
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		
A, c won t cool property	Any Dealer, Inc.		0/10/07 12,700 miles 1 day	yes		
Electric Power Steering shuts down on its own		2		yes		
	•		1	1		
Cotal days out of convice for all	nuchlama					

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

#### **BBB AUTO LINE**



December 11, 2009



Dear

Re: vs Chevrolet Motor Division 1G1ZU57N27F

We have received your *Customer Claim Form* and supporting documentation concerning your complaint against the manufacturer of your vehicle.

After careful review of your case, we have determined that your complaint is not within the jurisdiction of the BBB AUTO LINE program. We have made this determination for the following reasons:

The age and mileage jurisdiction requirement section of the HOW BBB AUTO LINE WORKS booklet, specifies, that you must file your claim within six months after the expiration of the applicable warranty period. The applicable bumper to bumper warranty on your vehicle was for 3 years/36,000 miles, whichever comes first. Your warranty expired over six months prior to the filing of your BBB AUTO LINE claim.

The Dispute must also FIRST arise while still within your original factory warranty.

NOTE: BBB AUTO LINE does not take extended warranties or service contracts into consideration when determining jurisdiction.

Please refer to the booklet How BBB AUTO LINE Works for further explanation of jurisdictional requirements.

If you disagree with this finding, you may appeal it by sending us a written statement indicating why you think your claim is within the jurisdiction of the BBB AUTO LINE program. This statement must be mailed to the following address within 30 days from the date of this letter:

BBB AUTO LINE 4200 Wilson Blvd Suite 800 Arlington, VA 22203

You may fax your appeal to our office at 1.703.247.9700

When your appeal is received in our office it will be forwarded to the manufacturer representative who will be given five days to submit a written position on the appeal. If a written position is received it will be shared with you, and you will be given five days to submit written comments. A BBB AUTO LINE arbitrator will review your Customer Claim Form, your appeal letter, this Out of Jurisdiction Notice, any written position from the manufacturer, any comments, and the Arbitration Rules. The arbitrator will then make a decision as to whether your allegations are potentially within the jurisdiction of BBB AUTO LINE arbitration. If this review determines that you may proceed to arbitration, your complaint will proceed to a hearing before a different arbitrator in accordance with the BBB AUTO LINE Rules for Arbitration.

Please note the arbitrator ruling on your appeal will only decide whether your claim may be heard in arbitration. Even if this arbitrator decides that your claim is potentially within the program's jurisdiction, the arbitrator who presides over your hearing will examine all the facts in your case and may decide that the evidence presented at the hearing does not establish that the claim is within the jurisdiction of BBB AUTO LINE or that any award should be made in your case.

Thank you for bringing your complaint to our attention.

Sincerely,

Denise Soliz at Extension 203

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

Issued by: Chevrolet

Certificate No. 1G1ZT61816F

Issue Date: May 9, 2011

**Issued exclusively for:** 

Dansville, NY

Valid through: December 22, 2010

Amount: Two Thousand Dollars and Zero Cents

\*\*\*\*\$2,000.00\*\*\*\*



Dear

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

To ensure that you have the opportunity to obtain the best value possible, this certificate may be used in addition to any other retail purchase incentive programs available at the time you purchase your new vehicle. We hope you will take advantage of this special incentive offer. Simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

We are proud you made Chevrolet your choice when you purchased your 2006 Malibu MAXX and trust you will give us the opportunity to retain you as a valued Chevrolet customer. Should you have any questions regarding General Motors' products and current incentives, please call our Marketing Support department at 1-800-950-2438. You may also begin your vehicle shopping online by visiting gm.com or any of our divisional websites.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-781439141

ROCKLEDGE, FLORIDA

ORLANDO PL 528



Reimbursement Dept. P. O. Box 33170

Detroit, MI 48232-5/70

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

4823245170

### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 30 Nov. 2009
17-Digit Vehicle Identification Number (VIN): 1612T5487F
Mileage at Time of Repair: 54961 Date of Repair: 27 Nov. 2009
Claimant Name (please print):
Street Address or PO Box Number:
City: Rockiedge State: F/ ZIP Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$ 254.73
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:

Please mail this claim form and the required documents to.

Reimbursoment Department P.O. Box 33170 Detroit, MI 48232-5170

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

HICOGRES, CAMPSVD7 1126 105 Page 63 of 75

@COP:

WOMEN WOLL WOLLD WOLLD VOLLD AND THE TAKE THE COUNTY OF TH

TUM FEET 2 130.00

THE THOUSAND SESSION TO SESSION T

CEBA

CUSTOMER #: 1236925

CCOP \*\* INVOICE\*



"SEE STEELE BEFORE YOU DEAL"

2800 W. HWY 520 Telephone (321) 632-6700 COCOA, FLORIDA 32926



ROCKLEDGE, FL PAGE 1 MV# - 06007 HOME: CONT: N/A BUS: CELL: SERVICE ADVISOR: 247 RONALD H THOMPSON MAKE/MODEL COLOR YEAR LICENSE MILEAGE IN/ OUT TAG Blue 05 CHEVROLET MALIBU 1G1ZT54875F 54961/54961 T4971 PROD. DATE WARR EXP. DEL DATE PROMISED PO NO. RATE PAYMENT INV. DATE 29JAN07 DE WAIT 27NOV09 CASH 27NOV09 R.O. OPENED READY 300 OPTIONS: STK:P11005A DLR:26463 ENG:3.5 Liter SFI 08:29 27NOV09 09:33 27NOV09 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL CLUNKING IN FRT END WHEN TURNING REPORT MISC REPLACED INTERMEDIATE SHAFT 78 CPAY 1.00 84.95 84.95 1 25962603 SHAFT KIT 153.47 153.47 153.47 PARTS: 153.47 LABOR: 84.95 OTHER: 0.00 TOTAL LINE A: 238.42 ,,,,CLUNKING WHEN TURNING. REMOVED FAULTY INTERMEDIATE SHAFT AND REPLACED.

\*\*\*\*\*\*\*\*\*\* 

A STANDARD ICHARGE FOR SUPPLIES AND MATERIALS IS MADE ON EACH REPAIR ORDER. THE AMOUNT OF THIS CHARGE WILL BE 3% OF THE TOTAL LABOR CHARGE. THIS WILL BE SHOWN IN THE RIGHT HAND CORNER OF REPAIR ORDER IN THE SPACE PROVIDED. THE MAXIMUM AMOUNT CHARGED WILL BE \$10.00.

WILL BE \$10.00.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

These forms must comply with the provisions of the Florida Motor Vehicle Repair Act before a registratio can be issued or renewed. [[s.559.904(4)]] can be issued or renewed. [1s.559.904(4)]

"This charge represents costs and profits to the motor repir facility for miscellaneous disposal." [s. 559.904(4)]

disposal." [s. 559.904(4)]

disposal.\* [s. 559.904(4)]
The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [s.403.718], and a \$1.50 fee to be collected for each new or remanufactured bettery sold in the state [s.403.7185]].

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The selfer heraby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes not authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Parts and labor are guaranteed for 12 months, 12,000 miles. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem with this estimate will correct any pro-specified on the description of the complaint.

TOTALS DESCRIPTION LABOR AMOUNT 84.95 PARTS AMOUNT 153*.*47 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 0.00 TOTAL CHARGES 238.42 LESS INSURANCE 0.00 SALES TAX 14.31

PLEASE PAY THIS AMOUNT 252.73

CUSTOMER SIGNATURE



Dear

Thank you for contacting us recently regarding the recall or special coverage notice you received for your 2005 Chevrolet Malibu. We apologize for any inconvenience you have experienced.

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

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

• The repair that was performed is not the repair covered by the special coverage.

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

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-782396389

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

May 9, 2011



Dear ,

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

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-762-2737. Please refer to the service request number listed below when you reach our representative.

Total customer satisfaction is important to us at Pontiac. If we can be of any assistance, please don't hesitate to email us using the Contact Us link at Pontiac.com or call us at 1-800-762-2737.

Sincerely,

Pontiac Customer Assistance Center Service Request Number: 71-784219924



Dear

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

If your situation has been resolved to your satisfaction, no further action is necessary, If it has not, we invite you call us at 1-800-762-2737. Please refer to the service request number listed below when you reach our representative.

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Sincerely,

Pontiac Customer Assistance Center Service Request Number: 71-784219924

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

23 de febrero de 2010



Ref.: vs. General Motors

Expediente de servicio: 71-786082270 Vehículo: 2005 Chevrolet Malibu

Número de Identificación del Vehículo (VIN): 1G1ZS52F65F

Especialista de Atención al Cliente: Julia

Estimado(a)

Incluimos un cheque por el total de \$700.00 a nombre de caso en referencia.

Caso requiera información adicional por favor no dude en ponerse en contacto con nuestro Business Resource Center al número 1-800-231-1841, de lunes a viernes de 8:00 AM. a 5:00 PM, tiempo del Este. Favor hacer referencia al número de expediente de servicio y uno de nuestros Especialistas de Atención al Cliente le asistirá.

Atentamente,

**General Motors** 



#### Estado Libre Asociado de Puerto Rico

Deportamento de Asuntos del Consumidor

Regional de Arecibo, Edificio Jovet 540 Ave. Miramar, Suite 7 Arecibo, PR 00612 Teléfono: 787-878-2473, 787-878-2536

### PARTE QUERELLANTE

y otros

Vs.
PARTE QUERELLADA
CABRERA HERMANOS INC
GENERAL MOTORS CORP.
y otros

QUERELLA NÚM. AR0000829

SOBRE:

TALLERES DE MECANICA DE AUTOMOVILES

#### NOTIFICACION DE QUERELLA

Ante este Departamento se presentó una querella contra la parte querellada que se indica en el epígrafe. Acompañamos copia de la querella. Los anejos que fueron incluidos al radicar la querella y que obran en el expediente, pueden ser examinados por las partes en nuestras oficinas durante horas laborables.

La contestación a la querella deberá contener su nombre completo, dirección física y postal, número de teléfono, de fax, y el número de la querella. Podrá anejar a su contestación copia de todo documento que sirva de apoyo a su alegación, sin perjuicio de producir documentos adicionales durante el procedimiento. Deberá estar firmada y fechada por usted y/o su representante legal. Si se trata de una corporación, sólo podrá comparecer representada por un abogado autorizado a ejercer la profesión legal en Puerto Rico.

Será obligación de las partes notificar al Departamento cualquier cambio de direccion o teléfono. El incumplimiento de esta obligación conllevará la imposición de las costas en los que el Departamento incurra para notificar a dicha parte.

En Arecibo, Puerto Rico a, 7 de diciembre de 2009

Certifico haber enviado copia fiel y exacta del presente documento a las siguientes personas:

Remitido por correo hoy:

### CABRERA HERMANOS INC PO BOX 140400 ARECIBO, PR 00614-0400

## GENERAL MOTORS CORP. 7401 EAST BEN WHITE BLVD. AUSTIN, TX 78741

## ACEVEDO AUTO IMPORTS PO Box 80000 PMB 462 ISABELA, PR 00662

ROYAL MOTORS, CORP. P.O. BOX 29908 65 INF. STA. RIO PIEDRAS, P.R. 00929-1500

RELIABLE FINANCIAL SERVICES, INC. P.O. BOX 21382 SAN JUAN, P.R. 00928

Salvador Villanueva Machuca HC 5 Box 92210 ARECIBO, PR 00612

Firma



### Estado Libre Asociado de Puerto Rico

Departamento de Asuntos del Consumidor

Regional de Arecibo, Edificio Jovet 540 Ave. Miramar, Suite 7 Arecibo, PR 00612

Teléfono: 787-878-2473, 787-878-2536

Fecha de Presentación: 4 de diciembre de 2009

NÚM. DE QUERELLA: (AR0000829)

# DIRECCIÓN FÍSICA: Carr. # 653 Km 2.2 Bo. Hato Abajo , ARECIBO, PR,

00612

DIRECCIÓN POSTAL: HC 5 Box 92210 , ARECIBO, PR, 00612

TELÉFONOS

Residencia: (787) 318-7617

Trabajo: Fax:

Celular: (787) 650-6880

DIRECCIÓN ELÉCTRONICA:

REPRESENTANTE LEGAL:

DIRECCIÓN POSTAL: ,,,

· · · · · · · · · · · · · · · · · · ·				

### QUERELLADO

CABRERA HERMANOS INC

DIRECCIÓN FÍSICA: PO Box 140400 , Hatillo, PR, 00614-0400

DIRECCIÓN POSTAL: PO BOX 140400 , ARECIBO, PR, 00614-0400

TELÉFONOS

Residencia: (000) 000-0000 Trabajo: (787) 880-8080 Fax: (000) 000-0000 Celular: (000) 000-0000

DIRECCIÓN ELÉCTRONICA:

REPRESENTANTE LEGAL:

DIRECCIÓN POSTAL: ,,,,

QUERELLADO

GENERAL MOTORS CORP.

DIRECCIÓN FÍSICA: 7401 EAST BEN WHITE BLVD., AUSTIN, TX, 78741,

**ESTADOS UNIDOS** 

DIRECCIÓN POSTAL: 7401 EAST BEN WHITE BLVD. , AUSTIN, TX, 78741,

**ESTADOS UNIDOS** 

TELÉFONOS

Residencia: (800) 231-1841

Trabajo: Fax:

Celular:

DIRECCIÓN ELÉCTRONICA:

REPRESENTANTE LEGAL:

DIRECCIÓN POSTAL: ,,,,

**OUERELLADO** 

ACEVEDO AUTO IMPORTS

DIRECCIÓN FÍSICA: CARR #2 KM 108 INT 446 , ISABELA , PR, 00062, PR

DIRECCIÓN POSTAL: PO Box 80000 PMB 462 , ISABELA, PR, 00662, Puerto Rico

TELÉFONOS

Residencia:

Trabajo: (787) 830-8147

Fax: (000) 000-0000

Celular:

DIRECCIÓN ELÉCTRONICA:

REPRESENTANTE LEGAL:

DIRECCIÓN POSTAL: ,,,,

**OUERELLADO** 

ROYAL MOTORS, CORP.

DIRECCIÓN FÍSICA: AVE. 65 INFANTERIA KM 5.4 , CAROLINIA,

PR, 00979, Puerto Rico

DIRECCIÓN POSTAL: P.O. BOX 29908 65 INF. STA. , RIO PIEDRAS,

P.R., 00929-1500, P.R.

TELÉFONOS

Residencia:

Trabajo: (787) 750-6000

Fax: (787) 751-1724

Celular: (787) 750-1500

DIRECCIÓN ELÉCTRONICA:

REPRESENTANTE LEGAL:

DIRECCIÓN POSTAL: ....

### TIPO DE OUERELLA

# TALLERES DE MECANICA DE AUTOMOVILES Incumplimiento de Garantía Reparación deficiente

Fecha de transacción (día-mes-año): 22 de agosto de 2007

Fecha reclamó al Querellado (día-mes-año): 12 de diciembre de 2007

Cuantía envuelta:

Precio Total \$11995 Pronto pago \$0 Financiamiento \$0 Balance adeudado \$0

### Información de Vehículos de Motor

Marca: Tipo: Sedan

Chevrolet

Modelo: Malibu Año:

Color: Número de Tablilla: xxx

Número de Serie: 1G1ZS52F65F

Vehículo SI Fecha de Registro:

Registrado:

Millaje Actual: 0 Millaje al Momento de la 0

Сотрга:

Fecha en que Surgieron 12 de diciembre de

Vence la Garantia: los Defectos: 2007

¿Intentos de Sí ¿Está al día en los pagos Sí

Reparación? al banco?

#### **DESCRIPCION DE LOS HECHOS:**

Ver Descripción de los Hechos sometida por el querellante.

#### REMEDIO SOLICITADO POR EL QUERELLANTE:

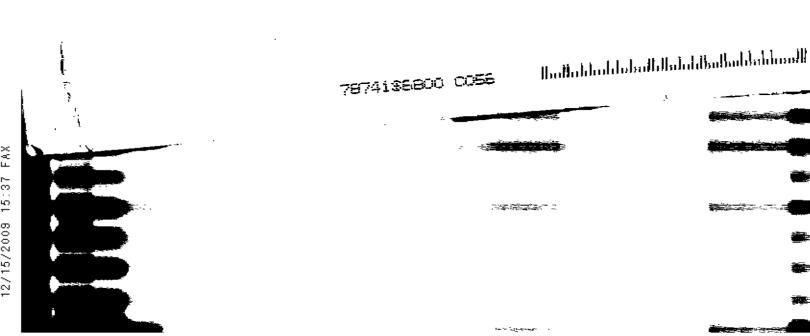
Que se corrija el defecto de ruido en el tren delantero en garantía y de acuerdo con el diagnostico original o de entenderse que el proceso de contratación estuvo viciado desde su origen por haberse omitido la información concreta sobre el uso anterior del auto, la cual obraba en poder del vendedor y que era de rigor a tenor con la disposición reglamentaria aplicable o que se entienda con base la aplicabilidad de la figura limón, se procesa con el remedio de rescisión de contrato.

Hago constar bajo juramento que toda la información suministrada es correcta, que me consta de propio conocimiento y que los hechos no están ante la consideración de un Tribunal u otra agencia administrativa.

QUERELLANTE

Departamento de Asuntos del Consumidor Regional de Arecibo 540 Ave. Miramar Suite 7 Arecibo, PR 00612 156 0532 \$ 00.780 DEC 07 09 8132 MAILED FROM ARECIBO PR 00612

GENERAL MOTORS CORP. 7401 EAST BEN WHITE BLVD. AUSTIN, TX 78741





#### Estado Libre Asociado de Puerto Rico

Deportamento de Asuntos del Consumidor

Regional de Arecibo, Edificio Jovet 540 Ave. Miramar, Suite 7 Arecibo, PR 00612 Teléfono: 787-878-2473, 787-878-2536

#### PARTE QUERELLANTE

y otros

Vs.

PARTE QUERELLADA
CABRERA HERMANOS INC
GENERAL MOTORS CORP.
y otros

QUERELLA NÚM. AR0000829

SOBRE:

TALLERES DE MECANICA DE AUTOMOVILES

#### CITA DE INSPECCIÓN

#### SEÑORES:

Se cita para 17 de diciembre de 2009 a la(s) 10:00 AM en las facilidades de Cabrera Hnos, fecha y lugar donde se efectuará una inspección sobre los aspectos relacionados con la querella radicada.

La Ley Número 170 de 12 de agosto de 1988, según enmendada, dispone que el Departamento deberá resolver las querellas en <u>un término de seis (6) meses</u>, desde su radicación, salvo en circunstancias excepcionales. Las reglas de procedimiento de querellas tienen el propósito de asegurar la solución justa, rápida y económica de las querellas presentadas. Por lo tanto no se considerará ninguna suspensión de la <u>inspección citada</u> a través de la presente, a menos que la misma se base en justa causa. La solicitud de suspensión deberá hacerse por escrito y radicarse por lo menos <u>cinco (5) días laborables con antelación</u> a la fecha que le ha sido notificada. Una copia de dicha solicitud deberá notificarse a la parte contraria dentro del mismo término señalado. Toda solicitud de transferencia y suspensión de inspección deberá ser fundamentada y expresará por lo menos <u>tres (3) fechas alternas dentro de los siguientes treinta (30) días</u> a partir de la fecha señalada para la vista. Además, deberá acompañar con la solicitud de suspensión toda aquella evidencia pertinente (citación previa del tribunal, certificado médico, pasajes, etc).

Toda transferencia de la citación de inspección conllevará un pago de veinte (\$20.00) dólares por la parte solicitante, excepto cuando sean motivadas por el Departamento. Si el

funcionario designado concede la suspensión, ordenará el pago correspondiente en un plazo de diez (10) días, el cual deberá realizarse mediante cheque certificado o giro postal a nombre del Secretario de Hacienda o en efectivo en las Oficinas del Departamento. Dicho pago deberá venir acompañado de una moción o escrito en cumplimiento de orden que deberá ser notificada a todas las partes.

Se apercibe que en el supuesto de que la parte querellante no comparezca a la inspección citada, procederemos al cierre y archivo de la querella por falta de interés. De ser el querellado quien no comparezca, impondremos sanciones al amparo del Artículo 13 y 14 de la Ley Número 5 de 23 de abril de 1973, según enmendada. En la inspección a realizar las partes deberán brindar toda su cooperación.

INSPECTOR: EDGAR COTTO



# Jimenez\_Graffam\_Lausell-Jose\_Torres@jg l.com

01/04/2010 12:26 PM

To julia\_rebollo@gmexpert.com

CC

bcc

Subject Re: NEW DACO case: Customer

#AR0000829

THANK YOU JULIA. YOU TOO.



## jcdeliz@jgl.com 01/04/2010 04:28 PM

To julia\_rebollo@gmexpert.com

cc bcc

Subject Re: NEW DACO case: Customer

#AR0000829

Dear Ms. Rebollo:

Hope you had a great holiday season.

Thanks for your e-mail of earlier today with regarding a new DACO claim.

Please be advised that we do not have any further information pertaining to this case.

We will proceed to file the Answer to the claim and will keep you abreast of any further development.

Should the need arise, do not hesitate to contact me at your convenience.

Best regards,
Juan Carlos Deliz, Esq.
Jimenez, Graffam & Lausell
PO Box 366104
San Juan, Puerto Rico 00936-6104
Tel. 787-767-1030
Fax 787-751-4068
E-Mail: jcdeliz@jgl.com

#### julia\_rebollo@gmexpert.com

01/04/2010 12:25 PM

 ${\color{blue} {\sf To} \ jcdeliz@jgl.com, Jimenez\_Graffam\_Lausell-Jose\_Torres@jgl.com} \\$ 

CC

Subject NEW DACO case: Customer 1

Deliz & Torres,

Good morning hope you had a great weekend and holidays.

I wanted to advise you on a new case we received here in reference to DACO. The customers name is #AR0000829.

I have provided you with the documents received from DACO including the DACO claim and the date for the inspection (cita de inspeccion) that took place on 12/17/09.

At this time we are pending the inspection report to review the case.

I have also attached the repair history on this vehicle.

Please provide us with any documents you might have in reference to this case or information. Thank you for your attention to this matter.

Thank you,

Julia Rebollo Business Resource Center

Phone: 866.790.5600 ext.31403

Fax: 866.874.5909

Email: julia\_rebollo@gmexpert.com

This email message may contain proprietary, private and confidential information. The information transmitted is intended only for the person(s) or entities to which it is addressed. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may be illegal. If you received this in error, please contact

the sender and delete the message from your system. DACO daim and inspection date.TIF GMVIS.TIF Global Warranty.TIF



#### Julia Rebollo/Austin/GM1

01/04/2010 11:24 AM

To jcdeliz@jgl.com, Jimenez\_Graffam\_Lausell-Jose\_Torres@jgl.com

cc bcc

Subject NEW DACO case: Customer

#AR0000829

Deliz & Torres,

Good morning hope you had a great weekend and holidays.

I wanted to advise you on a new case we received here in reference to DACO. The customers name is \$\pm\$#AR0000829.

I have provided you with the documents received from DACO including the DACO claim (querella) and the date for the inspection (cita de inspeccion) that took place on 12/17/09.

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[esa]

DACO daim and inspection date. TIF

OSA)

**GMVIS.TIF** 



Global Warranty.TIF

Thank you,

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### DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR OFICINA REGIONAL DE ARECIBO 540 AVE. MIRAMAR, SUITE 7 ARECIBO, PUERTO RICO 00612

Querellante:

Querellados:
Cabrera Hermanos, Inc.,
Acevedo Auto Imports,
Royal Motors, Corp.,
Reliable Financial Services
General Motors Acceptance

Querella: AR0000829

#### SOLICITUD DE CIERRE Y ARCHIVO POR TRANSACCION AL HONORABLE DEPARTAMENTO:

Comparece la parte querellante y muy respetuosamente expone y solicita:

- 1. El que suscribe, mayor de edad, titular del vehículo de motor Chevrolet Malibu del 2005, VIN # 1G1Z\$52F65F.

  notifica al Honorable Departamento que libre y voluntariamente ha llegado a un acuerdo con el co-querellado, General Motors, Corporation ("GM"), para poner fin al presente caso.
- 2. En consideración al pago de setecientos dollares (\$700.00); libero, exonero y extiendo relevo total y absoluto e irrevocable a favor de GM, Motors Liquidation Companu, General Motors Company y sus respectivos agentes, empleados aseguradores, compañías matrices o subsidiarias de todas y cada una de las reclamaciónes y causas de acción objeto de la querella en este caso.

- 3. Entiendo y acepto que este acuerdo es uno de buena fe en el cual ninguna de las partes admite responsabilidad alguna y que el mismo se hace con el propósito de obtener mi satisfacción como dueño del vehículo.
- Lo antes descrito constituye la totalidad del acuerdo entre el suscribiente y
   GM.
- 5. La suscribíente certifica y afirma que entiende en su totalidad los términos del acuerdo antes descrito y que la firma voluntaria de este documento confirma lo anterior.
- 6. La suscribíente solicita que, en vista del acuerdo antes descrito, ordene el cierre y archivo de este caso.
- 7. La suscribíente entiende que el cierre y archivo del caso será con perjuicio, es decir, que el caso ha terminado para siempre y que no podrá presentar una nueva reclamación por la misma alegación.

POR TODO LO CUAL, la parte compareciente solicita que este

Departamento ordene el cierre y archivo del caso sin imposición de costas, gastos,

u honorarios de abogados.

# RESPECTUOSAMENTE SOMETIDO.

En Arecibo, Puerto Rico, hoy 15 de Febrero de 2010.



### DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR OFICINA REGIONAL DE ARECIBO 540 AVE. MIRAMAR, SUITE 7 ARECIBO, PUERTO RICO 00612

Querellante:

Querellados:
Cabrera Hermanos, Inc.,
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General Motors Acceptance

Querella: AR0000829

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- Lo antes descrito constituye la totalidad del acuerdo entre el suscribiente y
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u honorarios de abogados.

# RESPECTUOSAMENTE SOMETIDO.

En Arecibo, Puerto Rico, hoy 15 de Febrero de 2010.





# Estado Libre Asociado de Puerto Rico

Departamento de Asuntos del Consumidor

Oficina Regional de Arecibo

540 Ave. Miramar, Suite 7, Arecibo, Puerto Rico 00612

Teléfono: (787) 878-2362 <u>www.daco.gobierno.pr</u> Fax: (787) 873-2076

#### **NOTIFICACION**

19 de enero de 2010

Arecibo, PR

Cabrera Hermanos, Inc. PO Box 140400 Arecibo, PR 00614-0400

Acevedo Auto Imports PO Box 80000-PMB-462 Isabela, PR 00662

Royal Motors, Corp. PO Box 29908 65 Inf. Station Río Piedras, PR 00929-1500

Reliable Financial Services, Inc. PO Box 21382 San Juan, PR 00928

General Motors Corp. 7401 East Ben White Blvd. Austin TX 78741

RE: AR-829

#### Señores:

La querella arriba mencionada fue referida a la División de Adjudicaciones de nuestra Oficina Regional de Arecibo para su adjudicación.

# Adjunto copia de *Informe de Inspección de fecha 17 de diciembre de 2009.*

Las partes tendrán quince (15) días desde la fecha de esta notificación para presentar por escrito cualquier objeción que tengan al informe y enviar copia a las demás partes en la querella. Las objeciones deberán ser precisas y específicas e indicar si se requiere la presencia del investigador en la Vista Administrativa. Si no se presentan objeciones al informe, el mismo se considerará estipulado por las partes relevando la presencia del invest gador en la Vista Administrativa.

La parte que objete el Informe en su parte técnica deberá estar dispuesto a prestar la prueba técnica que refute dicho Informe durante la Vista Administrativa. Para ello podrá contratar por cuenta propia los peritos en la materia que estime pertinentes.

Página-2 Querella número-AR-829

Si una parte solicita la presencia del investigador a la Vista Administrativa y la Resolución le fuera adversa, el Juez Administrativo u Oficial Examinador podrá imponerle el pago de costas a favor del Departamento.

Cordialmente,

Mayra Rodríguez Orjales Jefe, División de Querellas e Investigaciones Oficina Regional de Arecibo

Anejo

**CERTIFICO:** Que envié por correo copia de esta Notificación a las partes arriba mencionadas a sus direcciones indicadas en la misma, hoy\_\_\_\_\_

Funcionario

mcs



# Estado Libre Asociado de Puerto Rico

Departamento de Asuntos del Consumidor

Oficina Regional de Arecibo 540 Ave. Miramar, Suite 7, Arecibo, Puerto Rico 00612

Teléfono: (787) 878-2362 <u>www.daco.gobierno.pr</u> Fax: (787) 878-2076

# Informe de Inspección

Querellante:	Querellado: Cabrera Hermanos, Iric. Royal Motors, Inc. Acevedo Auto Import. Reliable Financial Inc.
Número de querella: AR-829	Técn. Automotriz, Edgar Cotto
Fecha de inspección conjunta: 17 de diciembre de 2009	

# **COMPARECIENTES Y POSICION:**

2. Carlos Balzac- Cabrera Hermanos, Inc.

NATURALEZA DE QUERELLA (según la querella):								
DEALER ()Vehículo defectuosa ()Incumplimiento de garantía () Daños al vehículo en el talle () Otros () Otros () Otros () DESCRIPCIÓN DEL VEHÍCULO.								
Marca:Chev. Modelo: Malibu Año: 2005 Número de serie Número de tablilla( GIY-993) Vehículo () Nuevo (XX ) Usado								
TIPO DE VEHICULO:								
() 4x4 () 4x2 () Pick-Up () Deportivo								
(XX) Sedan () Van ()Motocicleta / Motoras () Otros								
Prueba de Carretera: () Si () No								
Millaje antes de la inspección(61712) Luego de la inspección) (6171	9)							
()Carretera Urbana (XX) Carretera rural								
(XX)Curvas y Pendiente () Otros								
PARTES O SISTEMAS ASOCIADOS A LA QUERELLA:  () Motor  () Sistema de frenos								
() Bloque () Delantero								
() Válvulas () Trasero								
() Transmisión () Sistemas de combustible () Diferenci	ial							
() Suspensión () Inyectores ()Carburador								
() delantera () trasera ()otro								
() Sistema eléctrico () Sistema de Enfriamiento								
( ) Sistema de escape								
(XX ) Sistema Direccional ( ) Hojalatería y Pintura ( ) Accesorios ( ) Interiores								
( ) Aire acondicionado								
() Radio / CD / DVD otros:								
() Sistema de seguridad								
( ) Alarma								

Página-2 Querella número-AR-829

### **RESULTADOS DE INSPECCIÓN:**

 El auto tiene un ruido en el área del Rack & Pinion y tierie mucho juego en los terminales de adentro.

#### **OPINION PERICIAL:**

1. El auto tiene el Rack & Pinion defectuoso.

## RECOMENDACIONES DE REPARACIÓN:

El Rack & Pinion tiene que ser reemplazado completo.

#### **ESTIMADO DE CORRECCIÓN:**

LABOR:\$ 125.00 PIEZAS:\$375.00 TOTAL:\$500.00

#### **ACCIONES Y OBSERVACIONES:**

- Los defectos encontrados continúan en el auto se reparo el 18 de agosto de 2006 y enero 29 de 2007, el Rack & Pinion, y vuelve a surgir el mismo defecto.
- Recomiendo reparación y que el caso se vea en Vista Administrativa. Cuando el querellante adquirió el auto era de alquiler y no se le notifico al comprador.

#### **ACCIÓN A SEGUIR:**

Re-inspección () Si () No

Seguimiento () Si () No

Número de Días:

Cierre y archivo () Si () No

Vista de Mediación ()

Firma del inspector

Fecha:

Referido a la División de Adjudicaciones:(XXX)Si ( ) No.

mcs



#### Julia Rebollo/Austin/GM1

01/08/2010 01:53 PM

To bill.r.johnson@gm.com

CC

bcc

Subject BRC Legal/DACO case: Customer

SR#71-786082270

Dear Bill Johnson:

Hi, this is Julia Rebollo from General Motors Business Resource Center/DACO. This email is to make you aware on a case we have received for DACO in Puerto Rico.

Regarding SR#71-786082270 for the customer and the customer's vehicle is a 2005 Chevrolet Malibu. The VIN is #1G1ZS52F65F1

The customer has been working with Cabrera Dealer in Puerto Rico.

The customer purchased the vehicle used at a non-GM dealership and had the DACO inspection on December 17, 2009.

At this time we are pending the DACO inspection report and once that is received we will review the case for any applicable goodwill.

We will advise you on any goodwill once reviewed and prior reviewing it with the customer.

This is just an FYI that we have this case open with GM. If any questions feel free to contact me.

Thank you,

Julia Rebollo Business Resource Center

Phone: 866.790.5600 ext.31403

Fax: 866.874.5909

Email: julia\_rebollo@gmexpert.com

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# GM Vehicle Inquiry System Summary

<u>Home - Susamary - Claisa Microry - Vehicle Rould - Vehicle Component - Delivery Information - Dealer Information - Carrier Contract - Wastancy Block - Examined Tide</u>

#### Help

#### VEHICLE INFORMATION

Merchandising Model :	12	1ZS69 -2005 MALIBU BASE SEDAN Warranty Start Date:					06/20/20	05	
BARS Order Type :	50	O - FLEET							
Delivering Dealer:		OYAL MOTORS CORP	Selling Source	e:		13 - CHEVROLET			
	S	PO BOX 29908 SAN JUAN , PR 00929-0908			Site Code :			40806	
	(787) 750-6000			Business Associate Code:			165487		
Service Contract :	No	Branded Title :	No	Warr	anty Block :	No	PDI S	Status :	Paid

#### REQUIRED FIELD ACTIONS

Type	Number	Description	Posted Date	Status
RC	<u>05094</u>	SUN VISOR MIRROR COVER NONFUNCTIONAL/BREAKAGE *IN EFFECT UNTIL DEC. 31, 2006*	N/A	Cloæd

#### SERVICE INFORMATIONAL ITEMS

Vehicle Has No Current Record Of Outstanding Service Information

#### ON STAR AND XM SATELLITE RADIO INFORMATION

Vehicle Has No Associated Ou Star or XM Radio Information.

#### APPLICABLE WARRANTIES

Description	Effective Date	Effective Odometer	End Date	End Odometer
36/36000 BUMPER TO BUMPER LIMITED WARRANTY	06/20/2005	10 miles	06/20/2008	36010 miles
72/100000 SHEET METAL COVERAGE RUST THROUGH LIMITED WARRANTY	06/20/2005	10 miles	06/20/2011	100010 miles
96/80000 FEDERAL EMISSION CATALYTIC CONV. AND PCM	06/20/2005	10 miles	06/20/2013	80010 miles
36/36000 FEDERAL EMISSION	06/20/2005	10 miles	06/20/2008	36010 miles

#### CLAIM HISTORY

R.O Date	R.O Number	Туре	Labor Operation	
01/29/2007	315248	#	E7700 - SHAFT, STEERING INTERMEDIATE - REPLACE	28950 miles

01/29/2007	315248	#	E3851 - STRUT, FRONT - LEFT - REPLACE	28950 гг	niles
01/29/2007	315248	#	E3850 - STRUT, FRONT - RIGHT - REPLACE	28950 гг	niles
01/29/2007	2007 315248 # ES067 - STEERING LINKAGE OUTER TIE ROD REPLACEMENT - BOTH SIDES		28950 гг	niles	
08/18/2006	307290	#	E9740 - STEERING GEAR REPLACEMENT	22295 гг	niles
05/11/2005	A02504	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0 п	niles

#### CHECK HISTORY INFORMATION

Vehicle Has No Associated Check History Information.

# GM Vehicle Inquiry System Claim History

| Home | Summary | Claim History | Weblief Easted | Weblief Component | Delivery Information | Dealer Information | Service Contract | Wastancy Block | Exampled Tide

#### <u>Неір</u>

VIN:			161	ZS52F65F							
			<u> </u>	CLAIM F	ПS	STORY					
Repair Oro	ler Date	: 01	/29/2007	Repair Order Number :	] 3	315248	Odon	neter Re	ading :		28950 miles
Serviced				RPORATION	s	elling Sou	rce:		13 - 0	HEVROL	ΕT
By:		JAN, P	00929	-0908	s	ite Code :			4080	6	
	(787) 75	50-6000	)		В	usiness A	ssociate	e Code :	1654	37	
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation		Par	t	Auth Code	Person Code	Line Total	Comments
02/09/2007	768	01	#	E7700 - SHAFT, STEERING INTERMEDIATE - REPLACE	STEERING 22687711 - N/A INTERMEDIATE - SHAFT KIT		N/A	\$ 181.41	N		
02/09/2007	768	02	#	E3851 - STRUT, FRON - LEFT - REPLACE	Τ	C 22716368 - N/A DATE		N/A	\$ 317.27	N	
02/09/2007	768	03	#	E3850 - STRUT, FRON - RIGHT - REPLACE	Τ	22716369 - ABSORBER N/A		N/A	\$ 180.05	N	
02/09/2007	768	04	#	E8067 - STEERING LINKAGE OUTER TIE ROD REPLACEMENT BOTH SIDES		15944090 - ROD KIT N/A		N/A	N/A	\$ 124.10	N
Repair Oro	ler Date	: 03	/18/2006	Repair Order Number :	3	307290	Odon	ieter Re	ading :		22295 miles
Serviced By:	ROYAL PO BOX			RPORATION	Selling Source: 13 - CHEVROLET					ET	
Бу:	SANJU	JAN, P	R 00929	-0908	Site Code: 40306						
	(787) 75	XU-0UUU	,		В	usiness A	ssociate	e Code :	1654	87	
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation				Auth Code	Person Code	Line Total	Comments
09/05/2006	723	01	#	E9740 - STEERING GEAR REPLACEMENT	Γ	15858368 - N/A GEAR N/A		N/A	N/A	\$ 341.81	N
Repair Oro	ler Date	: 05	/11/2005	Repair Order Number :	A02504 Odometer Reading:			0 miles			

Service d						Selling Source:			13 - CHEVROLET		
By:	SANJU	IAN, PF	00929	9-0908 -	Site Code :	40306	40806				
	(787) 75	50 -6000	Business Associate Code: 165487				7				
Cycle Date	Cycle Nbr	Case	Туре	Labor Operation	Part	Auth Code	Person Code	Line Total	Comments		
05/17/2005	587	01	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	N/A	N/A	N/A	\$ 97.45	N		

#### CHECK HISTORY

Vehicle Has No Associated Check History.

## GM Vehicle Inquiry System Vehicle Build

Home - Summary - Claim History - Mehicle Eduid - Vehicle Component - Delivery Information - Dealer Information - Survive Contract - Wastancy Block - Educated Tide

#### Help

'		
IVIN	1G1ZS52E65E1	
1 1	10120011001	

#### VEHICLE BUILD

Merchandising Model :	1ZS69 -2005 MALIBU BASE SEDAN				
Gross Vehicle Weight Rating:	1851 kg (4081 lb)	Order Number :	JCNMK8		
Build Date :	05/11/2005	Build Plant :	15FZ		

GMVIS is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

#### OPTION CODES

AK5 - DRIVER & PASS FRONT AIR BAGS	A51 - SEATS, CUSTOM
BZ9 - GM PRODUCTION WEEK #18	B37 - FLOOR MATS
C60 - AIR CONDITIONING	DL5 - ROADSIDE SERVICE INFORMATION DECAL
D49 - POWER OUTSIDE MIRRORS	E2C - ORDER TO DELIVERY - EXPEDITE
FAI - FAIRFAX	FEO - SUSPENSION SYSTEM-ACTIVE
FE9 - 50-STATE EMISSIONS	FLT - FLEET PROCESSING OPTION
FY1 - TRANS/AXLE 3.63 RATIO	IBD - INTERIOR TRIM
J41 - BRAKES, FRONT DISC, REAR DRUM	K64 - GENERATOR 115 AMPS
L61 - 2.2L 4 CYL ENGINE	MN5 - TRANSMISSION AUTO 4 SPEED
MX0 - 4-SPEED AUTO TRANSMISSION	NT9 - FED EMIS SYS, TIER 2 PHASE-OUT
N46 - STEERING WHEEL	PA7 - (4) 15" WHEELS W/BOLT ON COVERS
QMR - (4) TOURING TIRES P205/65R15	R6F - IDENTIFY B-CODE USERS
RST - PUERTO RICO, VIRGIN ISLANDS	UW4 - SPEAKER SYSTEM 4, CUSTOM
UIC - AM/FM STEREO W/CD PLAYER	U2J - DELETE XM SATELLITE RADIO
U77 - ANTENNA RR WINDOW	VM3 - CONSUMER INFORMATION LABEL
VQ2 - FLEET ORDERING AND ASSISTANCE	V2G - FULL FUEL FILL CREDIT
V73 - STATEMENT OF VEHICLE CERT U.S. /CANADA	1SA - MALIBU BASE EQUIPMENT GROUP
1SZ - PREFERRED EQUIPMENT SAVINGS PREFERRED EQUIPMENT GROUP SAVINGS	52D - NEUTRAL CLOTH

521 - NEUTRAL INTERIOR	6AK - FRONT SPRING		
7AK - FRONT SPRING	8AB - REAR SPRING		
9AB - REAR SPRING	92U - SILVER GREEN METALLIC		

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# GM Vehicle Inquiry System Service Contract

| Home | Summary | Claim History | Vehicle Build | Vehicle Component | Delivery Information | Dealer Information | Service Contract | Warranty Block | Exampled Tide

#### <u>Help</u>

VIN	1G1ZS52F65F			
SERVICE CONTRACT				
Vehicle Has No GM Service Contracts.				

# GM Vehicle Inquiry System Warranty Block

| Home | Summary | Claim History | Vehicle Build | Vehicle Component | Delivery Information | Dealer Information | Service Contract | Wastanty Block | Examined Take

<u>Help</u>

VIN:	1 <b>G</b> 1ZS52F65F				
WARRANTY BLOCK					
Vehicle Has No Current Record of Blocked Warranties					

# GM Vehicle Inquiry System Branded Title

<u>Home - Summary - Claim History - Vehicle Build - Vehicle Component - Delivery Information - Dealer Information - Service Contract - Warranty Block - Examples Take</u>

<u>Help</u>

VIN:	1G1ZS52F65F			
BRANDED TITLE				
No Current Record of Vehicle Title Branding				

The VIN information contained herein and information derived therefrom is the proprietary property of The Polk Company and is to be used only for the purpose of warranty verification and shall not be used for any other purpose whatsoever.



Mil GNVKS 2

January 4, 2010

Olohai Warraniy Managemeni: @an > Interace Win Olember > view vehicle Summery

INTERFACE WITH CLISTOMER

#### View Vehicle Summary

(2)

This person allows GMVIS upons to view the Summary of Methols Information, Field Actions, Service Information, Applicable Warranties, Transaction History, Service Contract(e) if applicable, Warranty Block, Branded Title information and OnStar and XM feads information (if applicable).

900 Oak .....Vi∂w V

... View V

Cambo View V <u> Transa</u>

<u>View v</u> inform:

#### Vehicle Information

VIN. 1G1ZS52F65F Service Contract: No

Branded Title, No.

Mxxiiii. 1ZS69-2005 MALIBU 4 DR. Warranty Block, No.

PIDE Status: No.

12/15/2005

Order Type, 50 - FLEET Pieki Actorer <u>0 Open</u>



#### Required Field Actions

São entire

N050094

83339

05094

Cason Pala adhiron ana Original

> SUN VISOR MIRROR COVER NONFUNCTIONAL/BREAKAGE 'IN EFFECT UNTIL DEC. 31, 20061

Roksse States Oake

Closed

**Branded Title** 

Customer

Satisfaction

Program

Tyse

The VIN information contained herein and information derived therefrom is the proprietary property of The Poli-Company and is to be used only for the purpose of evarranty verilibration and shall not be used for any other purpose whatsoevar

Description

Vehicle bas no current record of breeded littles.

#### Warranty Block

Yehick has so carrest record of warrasty block.

#### Service Information

Yehick has so carrest record of outstanding service information.

#### OnStar and XM Satellite Radio Information

Vehicle has no current record of OnStar / XM Radio information.

#### Applicable Warranties

Vald warrantee are highlighted

Volid	Description	Warranly Add Dala	Slari Dale	Effective Odoseder	End Dolo	End Odom <i>eler</i>
	Burnper to Burnper Limited Warranty	10/11/2009	06/20/2005	10 MI	06/20/20 <b>0</b> 8	36,010 MI
	Corresion Limited Warranty	10/11/2009	06/20/2005	10 MI	06/20/2011	100,010 MI
	Emission Select Component Ltd Wty	10/11/2009	06/20/2005	10 MI	06/20/2013	80,010 MI
	Special Coverage 06190	10/11/2009	06/20/2005	10 MI	06/20/2015	120,010 MI

#### Service Contract

Vehicle has so correst record of service contracts.

Transactio	on History	·			<u>View Details</u>
Job Cari Dale	Job Card Number	Transaction Type	Transaction Adjustment	Latour Operation	Odosvier Rowling
11/27/2 <b>00</b> 9	1 <b>0</b> 2453	ZPTCPart Transaction - Over the Counter		E8434 - Power Steering Assist Motor Replacement	61,178 MI
01/29/2007	315248	ZREGRegular Vehicle Transaction		E77 <b>00</b> - Shaft, Steerin <b>g</b> Intermediate - Replace	28,950 MI
01/29/2007	315248	ZREGRegular Vehicle Transaction		E3851 - Strut, Front - Left - Replace	28,95 <b>0</b> MI
01/29/2007	315248	ZREGRegular Vehicle Transaction		E3850 - Strut, Front - Right - Replace	28,95 <b>0</b> MI
01/29/2007	315248	ZREGRegular Vehicle Transaction		E8067 - Steering Linkage Outer Tie Rod Replacement - Both Sides	28, <b>950 M</b> I
<b>0</b> 8/18/2 <b>00</b> 6	307290	ZREGRegular Vehicle Transaction		E9740 - Steering Gear Replacement	22,295 MI
05/11/2005	A02504	ZPDIPre-Delivery Inspect <b>io</b> n		Z7000 - Pre-Delivery Inspection - Base Time	0 MI

Global Warranty Management, Site Map

Privacy Policy | Termoloficial

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Section 5 .... <u>View V</u>

--- <u>View V</u> Michael Va Campa <u> View V</u> <u>Тсалва</u>

<u>Detail</u>

<u>View V</u> inform:



Mil GNVKS 2

January 4, 2010

Global Warranty Management: (Nan 😕 Intertace Will October 🐑 view vehicle Transaction Metory Detail INTERFACE WITH

CLISTOMER

### View Vehicle Transaction History Detail

(9)

This ecreen allows CMVIS upon to view the available information on inclividual transaction for the VIN selected.

Vehicle Information

VIN: 1 G1ZS52F65F Sarvina Contract, No.

Branded Title: No.

Warranty Skock: No.

POI Status, No.

Odometer Reading, 61,178 MI.

Protection Code:

Order Type, 50 - FLEET Pieki Actorer <u>0 Open</u>

Mickien 1ZS69-2005 MALIBU 4 DR.

Job Casi Number: 102453

Job Card Date: 11/27/2009 Repair Service Agent: 165499

CABRERA-CHEVROLET-PONTIAC-BUICK-CAD CARR #2 KM 82 HM 2

ARECIBO PR 00614-0400 7878808080

Process Oute.

12/14/2009

Transactor Type.

ZPTC----Part Transaction - Over the

Counter

Transaction Expanse Catecory. Over the Counter Parts Warranty Customer Complaint Code:

0123-Drivability - Steering

Job Card Une #. 3

Minamawa naki Alaja dankensi -

Cassa Coder 1017-Surface (exterior) -

Broken

്യൂരാണ് 5p E8434-Power Steering Assist Motor Rieplacement

Causal Part Number 000000000025805894-MOTORASM-P/SASST

---See other Parts and/or Net Items

Line Total USD 436.15

Job Card Date: 01/29/2007 Job Carl Number: 315248

Repair Service Agent: 165487

ROYAL MOTORS CORPORATION AVE 65 INFANTRY KM 5.4 SAN JUAN PR 00924-4557

7877506000

Odometer Reading, 28,950 MI

Authorizeben Cede

Piposee Cate.

02/09/2007

Transacion Type. ZREG----Regular Vehicle Transaction

Transactor Expense Category

Customer Complaint Code.

0000-Converted Claim

Job Card Une #. 1 Transaction Adminiment Cause Coxer 0000-Converted Claims

Labour Op E7700-Shaft, Steering Intermediate - Replace

Causai Part Number

---See other Parts and/or Net Items

Line Total: USD 181.41

Job Cast Date: 01/29/2007 Job Cast Nemiser: 315248

Odometer fælding: 28,950 MI Repair Service Agent, 165487 Authorization Coder ROYAL MOTORS CORPORATION AVE 65 INFANTRY KM 5.4

SAN JUAN PR 00924-4557

7877506000

Process Date. 02/09/2007

Transactor Type.

ZREG----Regular Vehicle Transaction

Transacion Expense Calegory: Customer Complaint Code.

0000-Converted Claim

Job Card Line # 2 Cases Code: 0000-Converted Claims Transschon Adjustment

Labour Op E3851 -Strut, Front - Left - Replace

Causal Part Number

---See other Parts and/or Net Items

Lane Total, USD 317.27

Job Card Date: 01/29/2007 Job Cari Hamber: 315248

Odometer Readina, 28,950 MI Repair Sarvida Againt 165487 ROYAL MOTORS CORPORATION Atthoration Otaly

AVE 65 INFANTRY KM 5 4 SAN JUAN PR 00924-4557

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Process Date: 02/09/2007

Transaction Type:

ZREG----Regular Vehicle Transaction

Transaction Expense Catecory.

Customer Complaint Code:

0000-Converted Claim

Job Card Une #. 3 Transaction Adjustment Cause Caxes 0000-Converted Claims

Latteur Op E3850-Strut, Front - Right - Replace

Causai Part Number

⇒See other Parts and/or Net Items

Une Total USD 180.05

Job Cast Date: 01/29/2007 Job Card Hamber: 315248

Repair Service Agent, 165487 Odometer Reading: 28,950 MI ROYAL MOTORS CORPORATION

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AVE 65 INFANTRY KM 5 4 SAN JUAN PR 00924-4557 7877506000

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Process Date: **02/09/2007** 

Transaction Type.

ZREG----Regular Vehicle Transaction

Transactori Expense Categore:

Customer Complaint Code.

0000-Converted Claim

Job Card Line #1 4

Transaction Adjustment

Cause Coxie. 0000-Converted Claims

1.8 tops Op E8067-Steering Linkage Outer Tie Rod Replacement - Both Sides

Causal Part Number

---See other Parts and/or Net Items

Lane Total, USD 124.10

Protection and Store Crowler

Job Card Date: 09/18/2006 Job Card Number: 307290

Repair Service Agent 165487 Occurrete: Reading, 22,295 MI

ROYAL MOTORS CORPORATION AVE 65 INFANTRY KM 5 4 SAN JUAN PR 00924-4557 7877506000

1011200000

Process Date.

09/05/2006

Transaction Type.

ZREG----Regular Vehicle Transaction

Transaction Expense Category:

Customer Complaint Code.

0000-Converted Claim

Job Card Line #1 1 Transaction Adjustment. Cause Code, 0000-Converted Claims

Labour Op E9740-Steering Gear Replacement

Causal Part Number

---See other Parts and/or Net Items

Larne Total, USD 341.81

.....

Job Card Date: 05/11/2005 Job Card Number: A02504

Repair Service Assent: 165487 ROYAL MOTORS CORPORATION AVE 65 INFANTRY KM 5 4 SAN JUAN PR 00924-4557

7877506000

Octomater for ading: 0 MI

Pathonication Code:

.....

Process Date: 05/17/2005

Transaction Type:

ZPDI----Pre-Delivery Inspection

Transaction Expense Catecory.

Customer Complaint Code:

0000-Converted Claim

Gob Card Une #. 1 Truncaction Adjustment

Cause Caxier 0000-Converted Claims

Latour Op **Z7000**-Pre-Delivery Inspection - Base Time

Causal Part Humber
Une Total, USD 97.45

Clobal Warranty Management, Site Map

Privacy Policy | Taims of two

FROM :Supermercado Amador FAX NO. :787 879 4809 F6

Feb. 18 2010 1:48PM P1

1: Ilia Reboles 1-866-874\_5909

DE: Tel.

Adjuirs o documents debudarrete Firmado, seguir accuerdo en llornada Helefonica del 17 de feb. 2010. DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR OPICINA REGIONAL DE ARECIBO 540 AVE. MIRAMAR, SUITE 7 ARECIBO, PUERTO RICO 00612

Querellante: Salvador Villanueva Machuca

Omerellados: Calrem Hermanes, Inc., Aceredo Auto Imports, Royal Motors, Corp., Rellable Financial Services General Motors Acceptance Querella: AR0000829

#### SOLICITUD DE CYERRE Y ARCHIVO POR TRANSACCION AL HONORABLE DEPARTAMENTO:

Comparece la parte querellione y muy respetuosamente expone y solleita:

- 1. El que suscribe mayor de edad, rimiar del vehículo de motor Chevaniet Malibu del 2005, VIN # ) G12S52FG5F302504 notifica al Honorable Departamento que libre y voluntafamente ha llegado a un acuerdo con el co-querellado, General Motors. Corporation ("GNI"), para poner fin al presente caso.
- 2. En consideración al pago de seteclentos dollares (\$700.00); libero, exonero y extiendo releva mail y absoluto e irrevocable a favor de GM. Motors Liquidation Companu. General Motors Company y sus respectivos agentes, empleados aseguradores, compañas matrices o subsidiarias de todas y enda musició las reciamaciónes y causas de acción objeto de la querella en este caso.

3/004

Feb. 18 2010 1:49PM P3

Fax Server

2/15/2010 2:38:34 PM PAGE

Entlendo y acepto que este acuerdo es uno de buena fe en el cual ninguna de las partes admite responsabilidad alguna y que el mismo se hace con el propósito de obtener nul satisfaceión como dueso del vehículo.

- Lo antes descrito constituye la totalidad del acuerdo entre el suscribiente y
- La suscribiente certifica y afirma que entiende en su totalidad los términos del naverdo untex descrito y que la firma voluntaria de este documento cessificana les antecriese,
- La suscribiente solicita que, en vista del acuerdo antes desenta, ordene el cierre y archivo de este caso.
- La suscribiente enticude que el cierre y archivo del caso sora con perjuicio, es decir, que el caso ha tomilhado para siempre y que no podrá presentar para nueva reclamación por la nuisma alegación.

POR TODO LO CUAL, la parte compareciente solicita que este

Departamento ordene el cierre y archivo del caso sin Imposición de costas, gastos, u honomitos de abogados.

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2/15/2010 2:88:84 PM PAGE 4/004

RESPECTS IOSAMENTE, SOMETTEO

зијлицов Дјјунисли јујисриси

En Arcelbo, Pueno Rico, boy 15 de Febrero de 2010.

1-866-874\_5909

DE: Tel.

Adjunts documents debudanente firmado, segun acuerdo en llomada Helefonica del 19 de feb. 2010.

27004

2/15/2010 2:38:34 PM PAGE

FAR SOTVOY

DEPARTAMENTO DE ASUNTOS DEL CONSUMIDOR OFICINA REGIONAL DE ARECIBO 540 AVE. MIRAMAR, SUITE 7 ARECIBO, PUERTO RICO 00612

Outrollante: Salvador Villanueva Machuea

Querellodos: Calbrem Hermanes, Inc., Actual Meters, Com., Bottal Meters, Com., Bollals, Firental Scatters Scient Motors Acceptance Querella: ARO000829

### SOLICITUD DE CIERRE Y ARCHIVO POR TRANSACCION AL HONORABLE DEPARTAMENTO:

Comparece la parte querellante y muy respetuosamiente expone y sollelta:

- 1. El que suscribe.

  rebiculo de motor Chevrolet Mailbu del 2005. VIN # 1.G1ZS52F65F

  notifica al Honorable Departamento que libre y voluntadamento ha llegado a un acuerdo con el co-querdiado. General Motors. Corporation ("GM"), para poner fin al presente caso.
- En consideración al pago de setecientos dollares (\$700.00); libero, exonero
  y extlendo relevo total y absoluto e irrevocable a favor de GM, Moroys
  Liquidation Company. General Motors Company y sus respectivos agentes.
  empleados aseguradores, compañías matrices o subsidiarios de todas y cada
  una de las reciamaciones y causas de acción objeto de la querella en este case.

PAGE 03/04

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- Emilando y acepto que este acuerdo es uno de buena fe en el enal minguna. de las partes admite responsabilidad alguna y que el un sura se bace con el proposito de obtener nil satisfacción como dueño del vehículo.
- Lo antes descrito constituye la resalidad del acuerdo entre el suscribiente y GM.
- 5. Lo suscillatonte certifica y afirma que entiende en su totalidad los témuloss del acuerdo annes describo y que la filma impuntada de este documento erena Cherrano Best estant confesion.
- La suscribiente solicità que, en vista del accordo antes descrito, ordene el cienre y archivo de este caso.
- La suscellatente entiende que el cierre y archivo del caso sent con perjuicio. es decir, que el caso ha temalmido para alonipre y que no podrá presentar una mueva reclamación por la misma alegación.

POR TODO LO CUAL, la parte compareciente solicità que este

Departamento ordene el cierre y archivo del caso sin imposición de costas, gastos, u bonomitos de abogados.

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02/19/2010 13:36 '82076 DACO REGION ARECIBO 2/15/2010 2:38:34 PM PAGE 4/004 PAR COFFEE 7878782076 PAGE 04/04

RESPECTUOSAMENTE SOMETIDO.

En Arecibo, Fuerto Rico, hoy 15 de Febrero de 2010.

CULTOMER #1 375 6794

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CHRYSLEK Drakje Joop Cadiffue
CMC TRUCKS

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INVOICE

P.O. BOX 140400 | ARECIBO, P.R. 00614-0400

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INVOICE



P.O BOX 140400 ARTCIBO P.R 00614-0400 CARR #2 KM 82 C - SALIDA EXPRESO HATILLO - ARECIBO TEL (787) 880-6080 (707) 650-6080

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ANDQIBO PR PAGE 2 Figure CONT:N/A F):::; CELL: SERVICE ADVISOR: 12 RUBEN A MENDEZ COLOR YEAR MAKE/MODEL LICENSE MILFACE IN/ OUT TAG 05 CHEVROLET MALIBU 1G1ZS52F65F 61178/61183 T4181 CEL DATE PROD DATE WARR EXP. PROMISED PO NO RATE PAYMENT INV DATE JOJUNOS DD 07:18 01DEC09 0.00 CASH 02DEC09 RO OPENED DLR:67016 ENG:2.2 Liter\_MFI DONC READY OPTIONS 1::02 27NOV09 13:28 02DEC0 13:28 O2DEC09 LIST NET TOTAL L. A WALO CODE C0545 TECH 32 SE REMOVIO EL MOTOR DEL STERRING Y SE PROMEDIO A REMPLASAR EL MOTOR DEL STEERING EL JOB ANTERIOL 79912 PIEZA DEFECTUOSA INTALADA EN EL TALLER \*\*\*\*\*\*\*\*\*\*\*\*\* D HSTIMADO COMPLETO 914 CLIENTE NO AUTORIZO REPARACION LIC#;

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\*\*\*\*\*\*\*\*\*

Y/O CARLOS@CABRERAAUTO.COM CRACIAS POR ELEGIRNOS COMO CENTRO DE SERVICIO \*\*\*\*\*\*\*\*\*\*\*\*\*\*PARA SU VEHICULO\*\*\*\*\*\*\*\*\*

NUESTRO ORGULLO ES SU ENTERA SATISFACCION SERVICIOS COMPLETOS LO QUIERES.. LO TENEMOS..

ON CEMALE OF SERVICING DEALER I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HERE ONIS ACCURATE UNLESS OTHERWISE SHOWN AS RIVICES DE SCRIBEDWERE PERFORMEDAT NO CHARGE TO CHARGE THE PROPERTY OF THE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHER WISE THAT ANY PART REPAIRED OR REPLACED CONTEST THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MASURACTURER'S REPRESENTATIVE

STATEMENT OF DISCLAIMER
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COLUMN TOWNER # :

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

May 9, 2011

Glen Mills, PA

Dear

Thank you for your support of Chevrolet. As we agreed, the necessary paperwork has been completed and forwarded to General Motors Protection Plan (GMPP) for the Smart Care plan on your 2006 Chevrolet Malibu MAXX, Vehicle Identification Number 1G1ZU63846F The processing time will take approximately eight weeks.

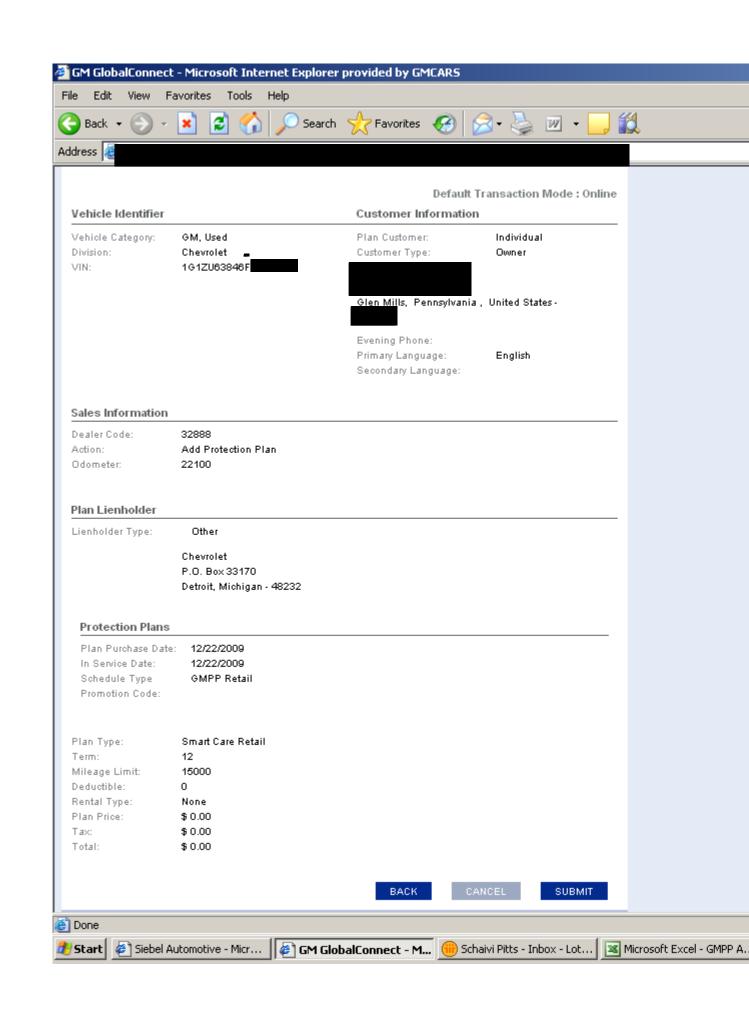
You will be notified by GMPP once the plan has been processed and you will receive complete details on your plan's coverage at that time. This letter will serve as your policy until you receive your plan confirmation. Should you require service prior to receiving your plan confirmation from GMPP, simply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

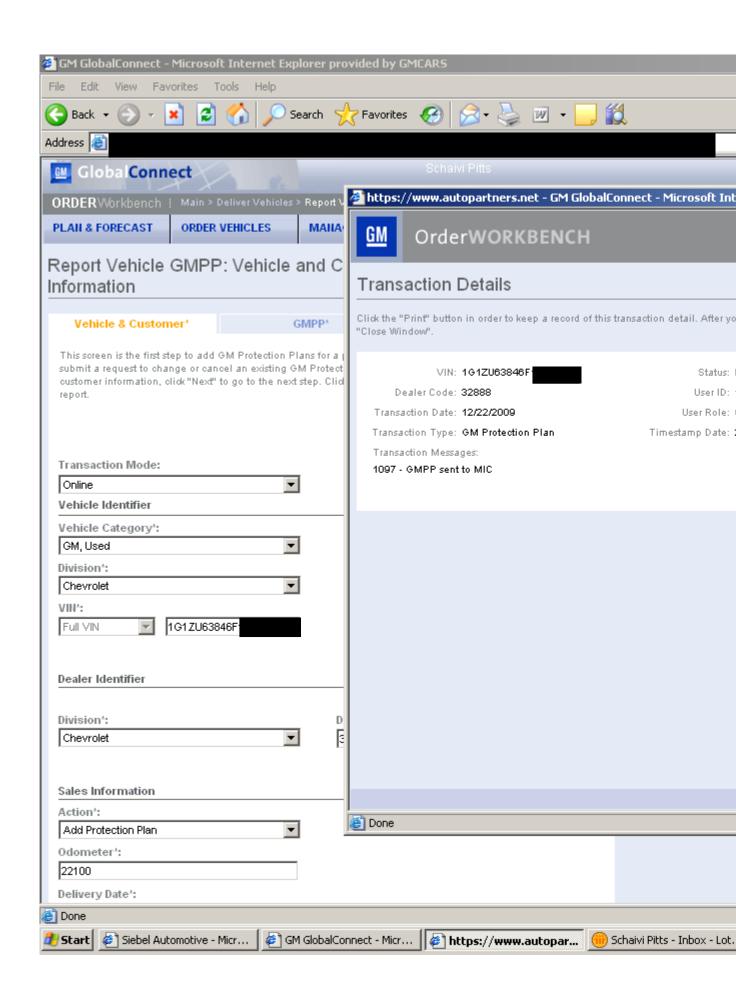
At Chevrolet, our commitment to customer satisfaction is a top priority. If you have future questions, please don't hesitate to email us using the Contact Us link at Chevrolet.com or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-787760329

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





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

**FAX** 

Findlay Kia CASHIER/SERVICE DEPARTMENT 702-252-4350 FAX 702-252-8900 PHONE



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## GE Auto Warranty Services

### VEHICLE SERVICE CONTRACT APPLICATION

Insured by: Heritage Indemnity Company P.O. Box 140057 Denver. CO 80214-0057

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Saturn – Customer Assistance Center P.O. Box 33173 Detroit, MI 48232-5173

GM P.O. Box 33170 Detroit, MI 48232-5170

January 18, 2010

To Whom It May Concern,

On November 17, 2007, I went into your Saturn of West Sahara dealership (now out of business) to inquire about a new car based on a flyer I received from Capital One at 0% for 4 years. Only stipulation was that I had to purchase a Saturn ION from that dealership. I had a Chevrolet Cavalier 2004, nothing wrong with the car but was getting up their in miles and at a deal with 0% interest I said might as well take a look and see what they had to offer.

I went in and viewed the inventory. Not a lot to choose from but they said I could "order" one from another dealership if they had it and would release it. Finally after bickering back and forth I found one I wanted. To my misunderstanding another salesman sold the car out from underneath me while we were test driving it. So I could not purchase that car. Nothing else that they had fit what I was looking for. Basically air, power doors, power locks, CD Player & Radio, and Tinted windows. A pretty basic model car.

Well getting ready to walk out the door the Sales Manager (can not recall his name) came running out and said wait we have a car that fits the bill. Only thing is that it is a "company car" and does not have tinted windows. But we can tint the windows for you no problem. I ask what is a "company car" he stated that it was a vehicle that a company official at their dealership has only driven for a period 3-6 months. OK I am interested in what he is saying. He states that it has a little over 27k miles on it and that he will start the factory warranty on the car at the time they title the car to me which would mean the 3 year 36,000 mile warranty would end 3 years from November 17, 2007 and 36,000 miles later would be roughly 63k miles. I said OK. Lets talk numbers. He said that he can offer the car to me at \$9995. Well it wasn't a great deal but I thought to myself it should have all the kinks and problems out of it now and that there should be no problems. Boy was I wrong this is where my problems just started and are continuing to this day.

We discussed numbers and came up with an agreement on what I was going to pay. Needless to say the numbers I was being given were skewed but had no way of knowing this till well after the decision was made. Prior to coming in I contacted Capital One who owned my current (at that time) loan and asked for payout. At the time I was told it was \$7950. Knowing this I told Mike Navarro who was the finance manager handling my paperwork. He said he called Capital One and that my payout was \$4400 and that the difference Capital One and Saturn of West Sahara were "eating" because of great customer and applying a rebate to help offset the difference. Which I think he said was \$2000 on the Saturn ION. (not sure though). I told him no my payout was \$7950, he was adamant that it was only \$4400. I refused to sign the payout form that he stated it was \$4400 and said OK we can work around that. He stated that they were giving me for my trade was \$4000. Difference of \$400 that I said to add to my total purchase. He ran through some numbers and said that after your 36k miles is up how about an extended warranty plan. Knowing that repairing a car can get expensive we dickered back and forth and he charged me about \$2000 including a theft policy. The extended warranty was suppose to cover everything on the car after the 36k manufacture warranty that they were giving above the 27k miles already on the car. I felt confident that I had a "fairly good deal" not great deal but felt comfortable based on what he said.

I took my new car home. 5 days later I received a call from the dealership that my green slip was ready to be picked up. Being in the area I just stopped by about 30 minutes later. I go to finance to pick it up and they say that I owe them an additional \$3485 which is the difference on my payout. I said wait, I told you when I purchased the vehicle my payout was \$7950 and you put it down as \$4400. Now you want the additional \$3485 that is BS. I said on top of that there was suppose to be a rebate that was being applied that never was applied because you were to pay me it in cash. She said she knew nothing of this. I said then I want my old car back and that I do not want this car anymore. They both said sorry you have 72 hours to cancel a contract and make it invalid. I said you didn't decide to change it till 5 days after the fact and that they changed the terms. They said not our problem you should have contacted us sooner. I said how was I too know you were changing the contract midstream. No answer. Well after arguing with them for about 45 minutes I take my green slip and leave.

Mike Navarro and Devon London call me on a conference call demanding me to stop by with a check for \$3485 or they were calling the police on me for theft. I said go ahead I have the paperwork that shows what I was suppose to pay and what you agreed to. I argued with them for about 30 minutes and said OK I will come down and talk to you guys. I bring all my paperwork down and have it with me. They take me into a room and we start discussing this. About 10-15 minutes into this they get interrupted and we move to 1 of their office to check on something. Not thinking or trusting the company I leave all my paperwork on the conference table because we were coming back. When we came back to the room. ALL of my paperwork had been removed and they denied taking it or having anyone remove it. So all of my original paperwork disappears. I am beside myself not knowing what to do I ask for copies of them and want my originals back. They deny it. And then we go into creating a new set of paperwork.

Now they go and change and put what ever they want on there. Price stays pretty much the same. Warranty I am told is the same. But question it because I don't see it on the paperwork. He states that on the warranty statement if the Used Vehicle Limited Warranty Applies is checked then a used warranty is in effect. If not then it is the factory warranty is applied. Thinking that the 3 year 36 month is in effect starting the day I picked it up is wrong. The extended warranty that was sold to me is still the same. I guess but can not verify it. Then we come to trade-in. They give me \$4000 for the car just about like they were originally doing. The trade-in allowance is now at a -\$3485. meaning I owe them this much and my payout changed to \$7485 from \$4400. Plus there is no mention of a Rebate as from first contract. So when I get the new paperwork I am now looking at a car that was suppose to be with \$13100 total price with Capital One Finance at 0% interest for 48 months @ 289 a month. Going to \$15818 with Wachovia Dealer Services at 11.89% for 72 months at \$309.85. I argued and argued and argued with them called them every name in the book. Demanded my car back. Said it was sold that they could not and that this is the deal. Well having been ripped off by these guys now twice I had no other choice. I took the deal. I needed a car. They had me over a barrel and I was screwed.

I had the car back to them within a week I went 128 miles on 22 gallons of fuel. They called me a liar and said nothing was wrong and that my calculations were wrong. I said how many miles are on here now and when I picked it up. Here are the receipts of my fuel. Well they looked at it said nothing wrong but mileage improved greatly. Still not good as the manual says I should.

Nothing major for the next year. Till gas prices go sky high. I fill my car up in Vegas \$5.82 a gallon for 11 gallons of fuel. Come home key won't come out. Car won't shut off. I call Saturn Roadside service after being on hold for over 2 hours and being transferred someone answers. Takes my info and said a tow truck will be there to fix it and take it to dealership. I ask is there anything I can do she says no. Well about 8 hours later a tow truck shows up and I am less than 1/8 tank of gas. He says all you have to do is remove this fuse and the car shuts off. Pissed off. I have it towed in and ask Saturn about a car rental they said sorry sir we don't do that. Having to get back and forth to work I have to rent a car. 2 days later and almost \$120 on a rental car I get my car back with an ignition and steering column replaced I am told.

I take the car in for routine repair and no problems. Finally on December 14, 2009 I am driving down the highway and power steering light comes on and lose my power steering. I pull to the side of the road to see if I can see anything. I see nothing. Get back in the car and the error is gone. I go onto my destination no problems. Next day I go to work and get the error. Shut car off and start it and it goes away. I go to work call Saturn of West Sahara which I thought it was but was actually Finley KIA. They look at it and tell me and huge number. I call Saturn and speak to Rebecca in Customer service (VERY Nice person). She works with me we get my car into Saturn of Henderson (which I find out to be a sister company).

They look at my car and find the following items bad.

- 1. Sway bar bushings were bad \$290
- 2. Left Rear Shock was bad \$150
- 3. Short in Power Steering motor (This and #3 \$1050)
- 4. Steering column needs replaced
- 5. Fuel pump and injectors needed to be replaced and cleaned. Along with throttle body \$852

In the meantime I have heard that there is a recall on the Fuel Pump for my 2007 Saturn ION when I approach the dealer about it. Every time I am told that my car doesn't fall into that recall. The information I have is ALL 2007 Saturn ION sold in Nevada are covered on this. Well I purchased it in Nevada why is it not covered?

For a total of \$2342. This is for a car that has 44,574. Me personally putting on just over 16,000 miles on the car in 25 months. This is where I find out that the 3 year 36,000 mile was not in effect. It expires at 36,000 miles total. Then I come to find out the extended warranty on the vehicle that I was sold did not cover any of this. They (GE Warranty Services) is telling me because the parts that they are trying to cover are not covered under the warranty. Boy this is great spend \$15k on a car that I put 16,000 miles on and no warranty and no back support from the manufacture. This is ridiculous how can this be. I tell this to Rebecca at Saturn customer service and finally she gets the total down to \$565 which is only for labor supposedly. I am still upset about that, but what can I do I need my car and need to get going. I have them fix the car but wait it cant be done today need to keep it for 2 days. I have to rent a car, after \$90 later for the car rental and \$565 for the repairs my car is ready. I get a nice warm hand shake. A Thanks Mr. Fowler from the Dealership and We appreciate your business. (With a sly smile on his face)

I have been a LOYAL GM product buyer since I purchased my first car in 1985. I have purchased Chevrolet Cavalier, Oldsmobile Chalis, (2) S10 Pickups, (3) Camaros, and this last car a Saturn ION. My parents have always purchased GM products along with my sister. I have 3 very close friends that worked at the Mansfield, Ohio GM Stamping Plant which is being shut down in January part of the phase out. I have stuck behind GM and its products and BUY AMERICAN. Matter of fact I have been looking at buying the new Chevy Camaro. Always have loved the cars and support but this has all been blown out the window. This was going to be purchased Mid January but due to the support and downright Screw-job that Saturn and their dealers have done me. This has put a very bitter and sour taste in my mouth about buying another GM product. Is this the way that a large corporation such as General Motors treat their loyal customers. Does a large corporation allow this kind of lying and stealing to go on?

Now after 2 years of owning this GM Product I have royally screwed. Because the dealer is now no longer a GM dealer. Saturn customer service can not contact them (according to Rebecca). My original contract became stolen by the dealership. Was screwed on my value of my trade-in and that was then added to my purchase price. Then my warranty that I thought I had on top of the 27k miles when I purchased had expired at 36,000 not the 63k miles I thought. Thinking that I have an additional 1 year left on my warranty for the 3 year part of the warranty is now gone based on passing the 36,000 mile warranty. Then thinking not have to worry about a warranty on the car for another 19k miles or so I come to find out that it is not a good warranty and repairs that are needed are not covered on this warranty. So here I sit basically with a 2007 car with 44k miles, No warranty, No support and most important in need of \$2500 in repairs. This is not right. If Saturn and its parent company wish to keep 3 VERY LOYAL customers they need to help rectify this situation with my current 2007 Saturn.

Last I spoke to Rebecca on or around the 1<sup>st</sup> of January her manager (Nina ext 31311, 866-790-5700) was going to give me a call in regards to this. I spoke to her manager. She said she was looking into it and would let me know what is going on. Since then someone else in regards to my contract called me and was trying to get my contract and warranty information that was filled out from Saturn of West Sahara. That was around the 5<sup>th</sup> or so and I have not heard back from anyone. I think they are thinking that this is going away. But it is not

As of January I1, 2010 I received a call back from Nina. The response was basically "sorry you are screwed", type of response. She stated to me that since Saturn of West Sahara took my contract from me when I went in there the last time to discuss and issue and that since I don't have my contract anymore (Which Saturn of West Sahara) took from me while we were away looking at something else. And that since they are no longer a Saturn Dealer (Which GM took the responsibility of removing them from being one during their bankruptcy plan). I am out of luck. The dealership when I asked them to provide me a copy said that they can't all records went to GM. And GM saying that they don't have it. Leaves me between a rock and hard space. Nina stated that she can no longer help me unless I have my contract. I asked to speak to her manager and she said that she was the highest that I can talk to. That is complete nonsense. There are always higher people to talk to. She and the rest of GM/Saturn think that this is going away but it is not.

This is not right what you have done to me and the rest of the consumers out there that have purchased a GM/Saturn vehicle. Because GM/Saturn STOLE BILLIONS of dollars from their distributors because of lack of judgment and improper money management they get away with it. BUT it doesn't stop there. GM received a \$50 billion bailout by the US Government to stay afloat. Which I am PAYING your salary to stay in business as a US Paying Taxpayer is ridiculous. I thought the US Government was going to be backing up all the warranty work on this. But no. If the billions was enough from their distributors, then the \$50 billion from the US Government. NOW GM/Saturn has shafted myself. A person that purchased a \$15,000 vehicle from them and has said basically. Thanks for the money. Here is your piece of metal with 4 pieces of rubber attached. Have a great day. Then instead of giving me a kiss after getting screwed I get a GREAT BIG tax payer obligation of \$50 BILLION.

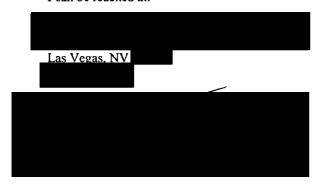
I don't see this as being right. I know it is not right. I really think it is time for the consumer to step up and make a stand. I personally know 2 State Senators from Ohio and 1 owns a GM Dealership there. I think it is time to bring this to their attention and to the general publics eye on how bad we are getting the shaft. This is no way to be taken as a way to "blackmail" GM/Saturn into doing what is right. It is a way to see how GM/Saturn will respond back on Capital Hill and the eyes of the AMERICAN People on how Big Business Steals and Lies and Cheats their way to getting what they want. Because of who they are and how big they are. Well I know for one thing. The bigger they are the harder they fall. AND no company is protected. No matter how big or how small they are. Look at Enron, Lehman Brothers, all the banks (probably some of them you owed Billions to) Failed.

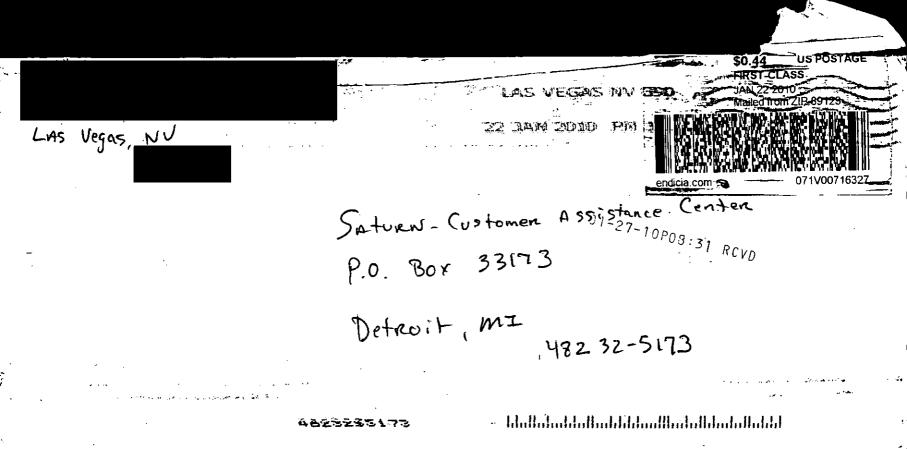
What can GM/Saturn do to fix this? Can they keep me as a GM customer? Sure they can. Fix the issue. If all else fails.

- 1. Give me full trade in value of my car for what I owe on it (Roughly \$10,000). I will then purchase from a GM dealership in Las Vegas, Nevada another Brand New GM Vehicle.
- 2. Fix what is wrong with my car, reimburse me for what I paid to repair the vehicle approximately \$1500, Fix the warranty issue on my car to be what is was 3 year 36,000 mile from when I purchased it. So my warranty would expire at roughly 28k miles when I purchased it plus the 36k miles is about 64k miles. Reimburse me for the extended warranty that I purchased that is worth nothing even on the repairs that I just had to fix. Nothing was covered. That is \$2000. And provide me with a Voucher of substantial value in excess of \$5000 that I can apply towards the purchase of another GM New Car.

I am not looking to get rich or anything of the sort. I just want my vehicle to be correct. I want to be able to go to sleep at night thinking that I have no problems with my car. Too many other problems in the world to want to worry about that also. I want to be able to talk to someone confidently and with integrity about the car that I drive. It is not a Cadillac, Mercedes, Volvo, Porsche or Camaro. It is an American Made Car Made by an American Company by American Workers built by a company that backs and stands behind the product that they manufacture. I want to feel good about talking about my car that I purchased from GM or Saturn. I want to feel good talking about MY Saturn ION that purchased.

I appreciate you taking the time to read this and await your response to this matter. I can be reached at:





Saturn - Customer Assistance Center P.O. Box 33173
Detroit, MI 48232-5173

GM P.O. Box 33170 Detroit, MI 48232-5170

January 18, 2010

To Whom It May Concern,

On November 17, 2007, I went into your Saturn of West Sahara dealership (now out of business) to inquire about a new car based on a flyer I received from Capital One at 0% for 4 years. Only stipulation was that I had to purchase a Saturn ION from that dealership. I had a Chevrolet Cavalier 2004, nothing wrong with the car but was getting up their in miles and at a deal with 0% interest I said might as well take a look and see what they had to offer.

I went in and viewed the inventory. Not a lot to choose from but they said I could "order" one from another dealership if they had it and would release it. Finally after bickering back and forth I found one I wanted. To my misunderstanding another salesman sold the car out from underneath me while we were test driving it. So I could not purchase that car. Nothing else that they had fit what I was looking for. Basically air, power doors, power locks, CD Player & Radio, and Tinted windows. A pretty basic model car.

Well getting ready to walk out the door the Sales Manager (can not recall his name) came running out and said wait we have a car that fits the bill. Only thing is that it is a "company car" and does not have tinted windows. But we can tint the windows for you no problem. I ask what is a "company car" he stated that it was a vehicle that a company official at their dealership has only driven for a period 3-6 months. OK I am interested in what he is saying. He states that it has a little over 27k miles on it and that he will start the factory warranty on the car at the time they title the car to me which would mean the 3 year 36,000 mile warranty would end 3 years from November 17, 2007 and 36,000 miles later would be roughly 63k miles. I said OK. Lets talk numbers. He said that he can offer the car to me at \$9995. Well it wasn't a great deal but I thought to myself it should have all the kinks and problems out of it now and that there should be no problems. Boy was I wrong this is where my problems just started and are continuing to this day.

We discussed numbers and came up with an agreement on what I was going to pay. Needless to say the numbers I was being given were skewed but had no way of knowing this till well after the decision was made. Prior to coming in I contacted Capital One who owned my current (at that time) loan and asked for payout. At the time I was told it was \$7950. Knowing this I told Mike Navarro who was the finance manager handling my paperwork. He said he called Capital One and that my payout was \$4400 and that the difference Capital One and Saturn of West Sahara were "eating" because of great customer and applying a rebate to help offset the difference. Which I think he said was \$2000 on the Saturn ION. (not sure though). I told him no my payout was \$7950, he was adamant that it was only \$4400. I refused to sign the payout form that he stated it was \$4400 and said OK we can work around that. He stated that they were giving me for my trade was \$4000. Difference of \$400 that I said to add to my total purchase. He ran through some numbers and said that after your 36k miles is up how about an extended warranty plan. Knowing that repairing a car can get expensive we dickered back and forth and he charged me about \$2000 including a theft policy. The extended warranty was suppose to cover everything on the car after the 36k manufacture warranty that they were giving above the 27k miles already on the car. I felt confident that I had a "fairly good deal" not great deal but felt comfortable based on what he said.

I took my new car home. 5 days later I received a call from the dealership that my green slip was ready to be picked up. Being in the area I just stopped by about 30 minutes later. I go to finance to pick it up and they say that I owe them an additional \$3485 which is the difference on my payout. I said wait, I told you when I purchased the vehicle my payout was \$7950 and you put it down as \$4400. Now you want the additional \$3485 that is BS. I said on top of that there was suppose to be a rebate that was being applied that never was applied because you were to pay me it in cash. She said she knew nothing of this. I said then I want my old car back and that I do not want this car anymore. They both said sorry you have 72 hours to cancel a contract and make it invalid. I said you didn't decide to change it till 5 days after the fact and that they changed the terms. They said not our problem you should have contacted us sooner. I said how was I too know you were changing the contract midstream. No answer. Well after arguing with them for about 45 minutes I take my green slip and leave.

Mike Navarro and Devon London call me on a conference call demanding me to stop by with a check for \$3485 or they were calling the police on me for theft. I said go ahead I have the paperwork that shows what I was suppose to pay and what you agreed to. I argued with them for about 30 minutes and said OK I will come down and talk to you guys. I bring all my paperwork down and have it with me. They take me into a room and we start discussing this. About 10-15 minutes into this they get interrupted and we move to 1 of their office to check on something. Not thinking or trusting the company I leave all my paperwork on the conference table because we were coming back. When we came back to the room. ALL of my paperwork had been removed and they denied taking it or having anyone remove it. So all of my original paperwork disappears. I am beside myself not knowing what to do I ask for copies of them and want my originals back. They deny it. And then we go into creating a new set of paperwork.

Now they go and change and put what ever they want on there. Price stays pretty much the same. Warranty I am told is the same. But question it because I don't see it on the paperwork. He states that on the warranty statement if the Used Vehicle Limited Warranty Applies is checked then a used warranty is in effect. If not then it is the factory warranty is applied. Thinking that the 3 year 36 month is in effect starting the day I picked it up is wrong. The extended warranty that was sold to me is still the same. I guess but can not verify it. Then we come to trade-in. They give me \$4000 for the car just about like they were originally doing. The trade-in allowance is now at a -\$3485. meaning I owe them this much and my payout changed to \$7485 from \$4400. Plus there is no mention of a Rebate as from first contract. So when I get the new paperwork I am now looking at a car that was suppose to be with \$13100 total price with Capital One Finance at 0% interest for 48 months @ 289 a month. Going to \$15818 with Wachovia Dealer Services at 11.89% for 72 months at \$309.85. I argued and argued and argued with them called them every name in the book. Demanded my car back. Said it was sold that they could not and that this is the deal. Well having been ripped off by these guys now twice I had no other choice. I took the deal. I needed a car. They had me over a barrel and I was screwed.

I had the car back to them within a week I went 128 miles on 22 gallons of fuel. They called me a liar and said nothing was wrong and that my calculations were wrong. I said how many miles are on here now and when I picked it up. Here are the receipts of my fuel. Well they looked at it said nothing wrong but mileage improved greatly. Still not good as the manual says I should.

Nothing major for the next year. Till gas prices go sky high. I fill my car up in Vegas \$5.82 a gallon for 11 gallons of fuel. Come home key won't come out. Car won't shut off. I call Saturn Roadside service after being on hold for over 2 hours and being transferred someone answers. Takes my info and said a tow truck will be there to fix it and take it to dealership. I ask is there anything I can do she says no. Well about 8 hours later a tow truck shows up and I am less than 1/8 tank of gas. He says all you have to do is remove this fuse and the car shuts off. Pissed off. I have it towed in and ask Saturn about a car rental they said sorry sir we don't do that. Having to get back and forth to work I have to rent a car. 2 days later and almost \$120 on a rental car I get my car back with an ignition and steering column replaced I am told.

I take the car in for routine repair and no problems. Finally on December 14, 2009 I am driving down the highway and power steering light comes on and lose my power steering. I pull to the side of the road to see if I can see anything. I see nothing. Get back in the car and the error is gone. I go onto my destination no problems. Next day I go to work and get the error. Shut car off and start it and it goes away. I go to work call Saturn of West Sahara which I thought it was but was actually Finley KIA. They look at it and tell me and huge number. I call Saturn and speak to Rebecca in Customer service (VERY Nice person). She works with me we get my car into Saturn of Henderson (which I find out to be a sister company).

They look at my car and find the following items bad.

- 1. Sway bar bushings were bad \$290
- 2. Left Rear Shock was bad \$150
- 3. Short in Power Steering motor (This and #3 \$1050)
- 4. Steering column needs replaced
- 5. Fuel pump and injectors needed to be replaced and cleaned. Along with throttle body \$852

In the meantime I have heard that there is a recall on the Fuel Pump for my 2007 Saturn ION when I approach the dealer about it. Every time I am told that my car doesn't fall into that recall. The information I have is ALL 2007 Saturn ION sold in Nevada are covered on this. Well I purchased it in Nevada why is it not covered?

For a total of \$2342. This is for a car that has 44,574. Me personally putting on just over 16,000 miles on the car in 25 months. This is where I find out that the 3 year 36,000 mile was not in effect. It expires at 36,000 miles total. Then I come to find out the extended warranty on the vehicle that I was sold did not cover any of this. They (GE Warranty Services) is telling me because the parts that they are trying to cover are not covered under the warranty. Boy this is great spend \$15k on a car that I put 16,000 miles on and no warranty and no back support from the manufacture. This is ridiculous how can this be. I tell this to Rebecca at Saturn customer service and finally she gets the total down to \$565 which is only for labor supposedly. I am still upset about that, but what can I do I need my car and need to get going. I have them fix the car but wait it cant be done today need to keep it for 2 days. I have to rent a car, after \$90 later for the car rental and \$565 for the repairs my car is ready. I get a nice warm hand shake. A Thanks Mr. Fowler from the Dealership and We appreciate your business. (With a sly smile on his face)

I have been a LOYAL GM product buyer since I purchased my first car in 1985. I have purchased Chevrolet Cavalier, Oldsmobile Chalis, (2) S10 Pickups, (3) Camaros, and this last car a Saturn ION. My parents have always purchased GM products along with my sister. I have 3 very close friends that worked at the Mansfield, Ohio GM Stamping Plant which is being shut down in January part of the phase out. I have stuck behind GM and its products and BUY AMERICAN. Matter of fact I have been looking at buying the new Chevy Camaro. Always have loved the cars and support but this has all been blown out the window. This was going to be purchased Mid January but due to the support and downright Screw-job that Saturn and their dealers have done me. This has put a very bitter and sour taste in my mouth about buying another GM product. Is this the way that a large corporation such as General Motors treat their loyal customers. Does a large corporation allow this kind of lying and stealing to go on?

Now after 2 years of owning this GM Product I have royally screwed. Because the dealer is now no longer a GM dealer. Saturn customer service can not contact them (according to Rebecca). My original contract became stolen by the dealership. Was screwed on my value of my trade-in and that was then added to my purchase price. Then my warranty that I thought I had on top of the 27k miles when I purchased had expired at 36,000 not the 63k miles I thought. Thinking that I have an additional 1 year left on my warranty for the 3 year part of the warranty is now gone based on passing the 36,000 mile warranty. Then thinking not have to worry about a warranty on the car for another 19k miles or so I come to find out that it is not a good warranty and repairs that are needed are not covered on this warranty. So here I sit basically with a 2007 car with 44k miles, No warranty, No support and most important in need of \$2500 in repairs. This is not right. If Saturn and its parent company wish to keep 3 VERY LOYAL customers they need to help rectify this situation with my current 2007 Saturn.

Last I spoke to Rebecca on or around the 1<sup>st</sup> of January her manager (Nina ext 31311, 866-790-5700) was going to give me a call in regards to this. I spoke to her manager. She said she was looking into it and would let me know what is going on. Since then someone else in regards to my contract called me and was trying to get my contract and warranty information that was filled out from Saturn of West Sahara. That was around the 5<sup>th</sup> or so and I have not heard back from anyone. I think they are thinking that this is going away. But it is not

As of January 11, 2010 I received a call back from Nina. The response was basically "sorry leave but you are screwed", type of response. She stated to me that since Saturn of West Sahara took my contract from me when I went in there the last time to discuss and issue and that since I don't have my contract anymore (Which Saturn of West Sahara) took from me while we were away looking at something else. And that since they are no longer a Saturn Dealer (Which GM took the responsibility of removing them from being one during their bankruptcy plan). I am out of luck. The dealership when I asked them to provide me a copy said that they can't all records went to GM. And GM saying that they don't have it. Leaves me between a rock and hard space. Nina stated that she can no longer help me unless I have my contract. I asked to speak to her manager and she said that she was the highest that I can talk to. That is complete nonsense. There are always higher people to talk to. She and the rest of GM/Saturn think that this is going away but it is not.

This is not right what you have done to me and the rest of the consumers out there that have purchased a GM/Saturn vehicle. Because GM/Saturn STOLE BILLIONS of dollars from their distributors because of lack of judgment and improper money management they get away with it. BUT it doesn't stop there. GM received a \$50 billion bailout by the US Government to stay afloat. Which I am PAYING your salary to stay in business as a US Paying Taxpayer is ridiculous. I thought the US Government was going to be backing up all the warranty work on this. But no. If the billions was enough from their distributors, then the \$50 billion from the US Government. NOW GM/Saturn has shafted myself. A person that purchased a \$15,000 vehicle from them and has said basically. Thanks for the money. Here is your piece of metal with 4 pieces of rubber attached. Have a great day. Then instead of giving me a kiss after getting screwed I get a GREAT BIG tax payer obligation of \$50 BILLION.

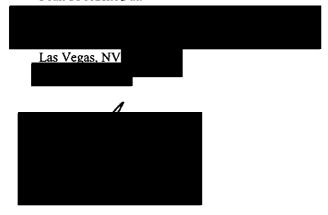
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What can GM/Saturn do to fix this? Can they keep me as a GM customer? Sure they can. Fix the issue. If all else fails.

- 1. Give me full trade in value of my car for what I owe on it (Roughly \$10,000). I will then purchase from a GM dealership in Las Vegas, Nevada another Brand New GM Vehicle.
- 2. Fix what is wrong with my car, reimburse me for what I paid to repair the vehicle approximately \$1500, Fix the warranty issue on my car to be what is was .3 year 36,000 mile from when I purchased it. So my warranty would expire at roughly 28k miles when I purchased it plus the 36k miles is about 64k miles. Reimburse me for the extended warranty that I purchased that is worth nothing even on the repairs that I just had to fix. Nothing was covered. That is \$2000. And provide me with a Voucher of substantial value in excess of \$5000 that I can apply towards the purchase of another GM New Car.

I am not looking to get rich or anything of the sort. I just want my vehicle to be correct. I want to be able to go to sleep at night thinking that I have no problems with my car. Too many other problems in the world to want to worry about that also. I want to be able to talk to someone confidently and with integrity about the car that I drive. It is not a Cadillac, Mercedes, Volvo, Porsche or Camaro. It is an American Made Car Made by an American Company by American Workers built by a company that backs and stands behind the product that they manufacture. I want to feel good about talking about my car that I purchased from GM or Saturn. I want to feel good talking about MY Saturn ION that purchased.

I appreciate you taking the time to read this and await your response to this matter. I can be reached at:



Las Vegas, NV

Service Request: 71-787813478

Dear

Thank you for your recent letter regarding the concerns you experienced with your 2007 Saturn ION 2 and your request for assistance.

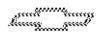
At Saturn, we believe our customers have the right to expect long-term, reliable performance from Saturn products. There are, however, many variables that affect the life of your vehicle's parts and appearance. Although we feel we offer an excellent warranty, no manufacturer's warranty is unlimited.

The bumper-to-bumper coverage on your 2007 ION 2 is for 3 years or 36,000 miles, whichever occurs first. Our records show that these warranty parameters have been exceeded which means we are unable to cover the cost of your repair. We hope you understand we must follow the warranty requirements of your vehicle.

If you have future questions, please don't hesitate to email us using the Contact Us link at Saturn.com or call us at 1-800-553-6000.

Sincerely,

Saturn Customer Assistance Center













### GENERAL MOTORS BUSINESS RESOURCE CENTER

December 24, 2009

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

Charles Allen Dan Vaden Chevrolet 9393 Abere om Savannah, GA 31406

Re:

Siebel Request: 71-788435228 2009 Chevrolet Malibu VIN # 1G1ZJ57B39F

Dear Mr. Allen:

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 within 24 hours. The specific documents needed are:

- All sales, purchase and finance agreements, including a conversion invoice (if applicable)
- The incentives acknowledgement form.
- The Actual Cash Value statement of any trade
- All service and body shop repair orders including all internal, customer pay, and warranty repair orders. (Please include front and backs of the shop copies).

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

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

Sincerely,

Bryan Owen BRC Customer Relationship Specialist Ph# 866-790-5700 extension 21016 FAX# 866-893-7511

## BBB AUTO LINE Customer Claim Form

Case number: Contact Date: 12/23/09
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 I	NFORMATION		
Titled owner:			
Mailing address:			
City: Savannah		State: GA	Zip code:
Day phone:	Evening phone		Cell phone:
Fax:	E-mail address:		
SECTION 2: VEHICLE INF	ORMATION		<u> </u>
Make: Chevrolet	Model: Malibu	Year: 2009	Current mileage: 5118
Name(s) that appears on the			
Selling dealer/city/state: Da	ınVaden Chevrolet, Savannal	h, G <u>A</u>	
Primary Servicing dealer/cit			
Acquired as 🛛 new 🗌 use	<u></u>	he vehicle in your p	possession? 🛛 yes 🔲 no
Purchase/lease date: 08/24		eage at purchase/le	ease:
First repair attempt date: 11/ How often is the vehicle used for business purposes (percen	Number of v	st repair attempt mi vehicles owned y the business:	illeage: 1808 Transmission type: 凶 Automatic
· · ·	cident/had body damage?   yes	,	Date of accident:
Description of damage:			
	TCOME (Perceibe what you		
Out of vehicle.	TCOME (Describe what you	Want done to i	esoive your concern;
Out of vernois.			
Please complete the mis	sing information in the box	below and on p	page 2.
VEHICLE INDENTIFICA	TION NUMBER		
Lienholder/Leasing Co	mpany	Pho	one Number
Account Number			

SECTION 4: VEHICLE PROBLEMS (List primary problem first)  Case Number:							
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			
Steering wheel has play and vehicle handles poorly		3		yes			
Check engine light-bad fuel cap		1		no			
Warning lite would not go out without restart				no			
Security lite on, went away after 4 restarts				no			
inadequate rear braking for 1800 miles				no			
Sticker says Touring Tires, not on vehicle		1		yes			
Rt Frt caliper stuck causing bad braking				no			
feeling of steering binding around center		3		yes			
weatherstrip-roof & RR window easily displaced		4		yes			

Total days out of service for all problems:	
Signature of Titled Owner(s)	Date
Printed Name of Titled Owner(s)	

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

Please mail or fax this completed form with <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 TENETHOUSE IN LOCATE PAGE 27002 PAX DELVE











#### general Motors eusiness resource center

December 24, 2009

Charles Allen Dan Vaden Chevrolet 9393 Abercom Sayannah, GA 31406

Re:

Siebel Request: 71-788435228 2009 Chevrolet Malibu VIN # 1G1ZJ57B39F

Dear Mr. Allen:

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Sincerety,

Bryan Owen BRC Customer Relationship Specialist Ph# 366-790-5700 extension 21016 FAX# 366-893-7511











## HUBMENER

### General Motors Business Resource Center

**FAX** 

To: Charles Allen

Company: Dan Vaden Chevrolet

Fax: 912-920-5160 Phone: 912-925-9393

From:

Fax:

Phone:

E-mail:

cc:

NOTES:

PAGE 02/06

VADEN CHEVROLET

09190767161

12/24/2009 12:36

9393 Abercorn Street PO Box 14217 SAVANNAH, GA 31406

130374 7647 11/03/09 CVC\$436378 4448 TIMOTHY C HARRIOTT 9C4024 1.808 GLD MIST ME 58 09/CHEVROLET/MALIBU/4DR SDN LT 08/24/09 SAVANNAH, GA 1 G 1 Z J 5 7 B 3 9 F 08-0520 11/02/09 NONE MO: 1816 CUSTOMER STATES THAT THE STEERING IS LOOSE, HAS ALOT OF PLAY IN IT CHECKED ALIGNMENT, ADJUSTED CAMBER, CASTER, & TOE ON THE FRONT & REAR AXLE, 4-WHEEL ALIGNMENT. FELT NO LOOSE OR ABNORMAL PLAY IN STEERING, TEST DROVE WITH SERVICE MANAGER. JOB # 1 TOTAL LABOR & PARTS 0.00 WARRANTY 200829 JOB # 1 H28871415 11/03/09 RENTAL TOTAL - SUBLET 0.00COMMENTS - - -EALLED CUSTOMER TO INFORM VEHICLE IS READY DID NOT GET AN ANSWER CALLED CUSTOMER GOT ANSWER AND INFORMED VEH WAS READY 2:27 11/03 KEYS IN DRIVE TOTAL5.... TOTAL LABOR....
TOTAL PARTS....
TOTAL SUBLET... OUR GOAL IS 100% CUSTOMER SATISFACTION.
IF YOU ARE NOT COMPLETELY SATISIFIED PLEASE CONTACT
CHARLES ALLEN OUR SERVICE MANAGER OR ERNEST LEWIS OUR BODY
SHOP MANAGER. IF YOU ARE SURVEYED WE ASK THAT YOU GRADE US
WITH THE HIGHEST SCORE. 0.00 0.00 TOTAL G.O.G.... TOTAL HISC CHG. 0.00 0.00 TOTAL MISC DISC 0.00 VISIT OUR WEBSITE TO MAKE ONLINE SERVICE APPOINTMENTS TOTAL TAX..... 0,00 WWW.DANVADENCHEVROLET.COM 0.00 TOTAL INVOICE \$ **PAYMENT TYPE** ) (CASH ) CREDIT CARD ) CHECK CHECK # CUSTOMER SIGNATURE \*\*\*\*\*\*\*\*\*\*\* DUPLICATE INVOICE

[ END OF INVOICE ] 12:40pm

PAGE 1 OF 1

CUSTOMER COPY

3P(1#4260 (01/04)

9393 Abercorn Street PO Box 14217 SAVANNAH, GA 31406

CELL: CVC\$436378 130374 11/03/09 TIMOTHY C HARRIOTT 4448 7647 9C4024 1,808 GLD MIST ME 58 09/CHEVROLET/MALIBU/4DR SDN LT 08/24/09 SAVANNAH, GA 08-0520 1 G 1 Z J 5 7 B 3 9 F 11/02/09 NONE MQ: 1816 LABOR & PARTS CUSTOMER STATES THAT THE STEERING IS LOOSE, HAS ALOT OF CHECKED ALIGNMENT, ADJUSTED CAMBER, CASTER, & TOE ON THE FRONT & REAR AXLE, 4-WHEEL ALIGNMENT. FELT NO LOOSE OR ABNORMAL PLAY IN STEERING, TEST DROVE WITH SERVICE MANAGER. JOB # 1 TOTAL LABOR & PARTS 0.00 SUBLET-----PO#------VEND INV#-INV.DATE-DESCRIPTION------WARRANTY JOB # 1 200829 H28871415 11/03/09 RENTAL TOTAL - SUBLET 0.00 COMMENTS-----CALLED CUSTOMER TO INFORM VEHICLE IS READY DID NOT GET AN ANSWER CALLED CUSTOMER GOT ANSWER AND INFORMED VEH WAS READY 2:27 11/03 KEYS IN DRIVE TOTALS-----OUR GOAL IS 100% CUSTOMER SATISFACTION.
IF YOU ARE NOT COMPLETELY SATISIFIED PLEASE CONTACT
CHARLES ALLEN OUR SERVICE MANAGER OR ERNEST LEWIS OUR BODY
SHOP MANAGER. IF YOU ARE SURVEYED WE ASK THAT YOU GRADE US
WITH THE HIGHEST SCORE. TOTAL LABOR.... 0.00 TOTAL PARTS.... TOTAL SUBLET...
TOTAL G.O.G...
TOTAL MISC CHG.
TOTAL MISC DISC 0.00 0.00 0.00 0.00 VISIT OUR WEBSITE TO MAKE ONLINE SERVICE APPOINTMENTS TOTAL TAX..... 0,00 WWW.DANVADENCHEVROLET.COM 0.00 TOTAL INVOICE \$ PAYMENT TYPE ) CASH ) CREDIT CARD ) CHECK TYPE-----CHECK # ---CUSTOMER SIGNATURE \*\*\*\*\*\*\*\* DUPLICATE INVOICE

[ END OF INVOICE ] 12:40pm

09190262161

PAGE 1 OF 1

90/00

PAGE

ACCOUNTING COPY

SF614428Q (01/04)

9393 Abercorn Street FO Box 14217 SAVANNAH, GA 31406

MENDED SERVICE	=© ION DESCRIPTION MO/N	MI TOTAL	OPERATION .	OPERATION II	ESCRIPTION -	MO/MI	TOTAL .
							<u> </u>
HISTORY		***				- TON BECCRIPE	<b>.</b>
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	<u> </u>						To o No
SAICLE IS NO.	YEAR/MAKE/MO			PRODUCTION DATE	STOCK NO.	LICENSE NO.	40745
1 <del>G1ZJ57B39</del> f		ABSTELLEM VITARIA	PRINCESSINGFACT	DELIVERY DATE	SECHO ZMLES	SELLING DEALEA NO	1 1/14/06
DAN VADEN 9393 ABERCOR	CHEVROLET,INC	COLOR 490100		ÖNTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	584
SAVANNAH, GA	31406	TURGOL GAMENTS TAILED	SNB. / FLAN	S MILEAGE	ADVISOR NO.	ÄOVISOR	
RESIDENCE PHONE	BUSINESS PHONE	I nareby authorize the repair for such repair. and agree it reason; that you neither assures ponethie for loss or daylar mechanics lien is hereally ack vehicle on stre	work therein set forth to be nat <u>works.</u> got responsible	s dans by you, together wift e for any deleys caused by :	the furniening by you o unavailability or delaye	of the Necessary perts at ad avallability of parts of	rd other materia. material for any
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<del> 02:50pm  11/1</del>	4/08 05:00 Pagg RATE	Vehicle on stre			g such Vehicle.		
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PAGE 05/06

VADEN CHEVROLET

38:21 6002/72/21

09190262161

9393 Abercorn Street PO Box 14217 SAVANNAH, GA 31406

CE HISTORY DATE REPAIR ORDER MILEAGE ADVISOR TECHNICIAN TYPE OPERATION OPERATION DESCRIPTION	III'r			3	AVANNA	n, GA	71400				
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SAVANNAH, GA  NONE  PRINCIPLE OF THE TYPE OF THE THEORY OF THE STREET OF THE TYPE OF THE T	, , , ,		1 0	9/CHEVRC	USTOMER NO.	SERVIC	E CONTRACT		DELIVERY MILES	1	D. R. O. DATE
NONE    NONE   1808   Address   Addr	SAVAR	NINIAL CA		~ c	OLOR		,	08/24/0	SXPIRATION DATE	08-0520 EXPIRATION MILES	TAG NO.
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#### GENERAL MOTORS BUSINESS RESOURCE CENTER

December 28, 2009

Scott Hunt Dan Vaden Chevrolet 9393 Abere om Savannah, GA 31406

Re:

Siebel Request: 71-788435228 2009 Chevrolet Malibu

VIN # 1G1ZJ57B39F

Dear Mr. Hunt:

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 within 24 hours. 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

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,

Bryan Owen BRC Customer Relationship Specialist Ph# 866-790-5700 extension 21016 FAX# 866-893-7511

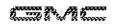












#### GENERAL MOTORS BUSINESS RESOURCE CENTER

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Sincerely,

Bryan Owen BRC Customer Relationship Specialist Ph# 866-790-5700 extension 21016 FAX# 866-893-7511

2009	MALIBU 2LT GOLD MIST METALLIC			GENERAL M	OTORS COR	PORATION
51U	GOLD MIST METALLIC		$/{ m L4G}$	& SUBSIDI	ARIES	
34C	COCOA/CASHMERE			RENAISSAN		
ORDE	R NO. NCJHCB/TRE	STOCK NO	).	DETROIT	MI 4	8243-1114
	1G1 ZJ57 B3 9F				NVOICE 1A	
***	******	*****	*****	*****	*****	13*08520S
MODE	L & FACTORY OPTIONS		MSRP	INV AMT 23346.23	RETAIL -	STOCK
1ZH6	9 MALIBU 2LT		24705.00	23346.23	INVOICE	10/31/08
B86	BODY COLOR BODYSIDE MO	LDINGS	150.00	124.50	SHIPPED	10/31/08
FE9	50-STATE EMISSIONS		N/C	N/C	EXP I/T	11/11/08
LE5	ENGINE, 2.4L DOHC MFI		N/C	N/C	INT COM	11/12/08
8HM	TRANSMISSION, 6-SPEED	AUTOMATI	IC N/C	N/C	PRC EFF	10/31/08
	TAPSHIFT MANUAL SHIFT	CONTROL			KEYS G35	06 G3506
PDM	ENGINE, 2.4L DOHC MFI TRANSMISSION, 6-SPEED TAPSHIFT MANUAL SHIFT PREMIUM MAT PACKAGE:		185.00	153.55	WFP-F QT	R OPT-1
	*PREMIUM CARPETED FLOO	R MATS,			BANK: GM	AC - 029
	FRONT/BACK				CHG-TO	08-520
	*TRUNK MAT					
	*CARGO NET				SHIP WT:	
					HP:	
	1YR ONSTAR DIRECTIONS		N/C	N/C		
	BY-TURN NAVIGATION (ASK					24752.52
	ABOUT GEOGRAPHIC COVER				MRM:	
VK3	FRONT LICENSE PLATE BR	ACKET	0.00	0.00		
						1102.00
					GSU:	297.58

TOTAL MODEL & OPTIONS	25040.00	23624.28	ACT 231	23543.08
DESTINATION CHARGE	670.00	670.00	H/B 261	751.20
DEALER IMR CONTRIBUTION		250.40	ADV 261	250.40
LMA GROUP CONTRIBUTION		250.40	EXP 65A	250.40

TOTAL 25710.00 24795.08 PAY 310 24795.08

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 23549.78

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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

\*

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

REMIT TO GMAC NO. 029 VIN 1G1ZJ57B39F: 1000 \$ 24795.08 INV 1AD30131816 DUE 11/12/08 DEALER 08-520

DAN VADEN CHEVROLET, INC.

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

Customer:	<b>SR #:</b> 71-788435228	BBB#:

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	26208.50
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 25710.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= 498.50
(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	3550.00
(from Bill of Sale)	
Actual Cash Value (ACV)	- 3550.00
(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	3550.00
(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	26208.50
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 3550.00
(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	= 22658.50
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.

#### PRIVILEGED & CONFIDENTIAL - PREPARED FOR COUNSEL

#### **BRC CASE ASSESSMENT**

#### **Latest Revision Date:**

#### All Fields Are Required

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

SR: 71-788435228 GM Legal File / BBB Case No.: CHV0950374

By: Bryan Owen ADR Negotiator: {Negotiator Name}

Customer Last Name: Thums

Only customer's last name to be recorded. Do not include first name.

Vehicle ID No.: In Service Date: Vehicle Purchased: BAC Code: 10/31/08 New 112590

Year, Make & Model: 2009 Chevrolet Malibu Vehicle Purchased Used on: n/a at

odometer n/a

State: GA

Current Mileage: 5118 Dealer Name: Dan Vaden Chevrolet

Sale Type: Purchase X Lease Other : {Type} CAM Name: Wes Preece

Phone Number: 678-240-9832

Lien holder: GMACX Other : {Name} DVM Name: Bill Taylor

Phone/Cell Number: 912-429-9089

Purchase Price of Vehicle: \$ 26,208.50

Was TAC contacted for this vehicle (Y/N)?: No DVM requests involvement?: No

Attorney Involvement: n/a Service Manager Name: Charles Allen

Phone Number: n/a

Phone Number: 912-925-9393

Fax Number: n/a

Are there <u>additional</u> field personnel involved? If Yes, List the name, including role (DVM, DSM, etc.) and phone number. Repeat as necessary.

no

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

no

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

n/a

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

Not necessary, dealer was able to determine that the vehicle is operating as designed

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

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

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

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

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

#### ☐ Engine/Fuel/Exhaust

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
11/12/09	437320	1	2079	Dan Vaden Chevrolet Complaint: C/S that the check engine light is on
				Cause/Correction: EVAP system has large leak, replaced gas cap and tested.

#### x Steering

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
11/12/0 9	43732 0	*	2079	Dan Vaden Chevrolet
				Complaint: C/S that the steering feels loose
11 /02 /0	42/27	2	1000	Cause/Correction: no problem found
11/02/0 9	43637 8	2	1808	Dan Vaden Chevrolet
				Complaint: C/S that the steering is loose, has a lot of play in it
				Cause/Correction: checked alignment. Adjusted camber.
				Caster & toe on the front and rear axle. 4 wheel alignment.
				Felt no loose or abnormal play in steering. Test drove with service manager Charles Allen

#### ☐ Body/Trim

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
11/12/09	437320	*	2079	Dan Vaden Chevrolet Complaint: C/S that the padding around the rear back glass is coming off.  Cause/Correction: Pad between glass is peeling, replaced trim panel above rear deck from rear seats to back glass

#### ☐ Recalls / Campaigns

Date:	RO #:	Days Out:	Mileage: Description of Complaint and Repair Performed:				
07/21/09	427320	1	10	Dan Vaden Chevrolet			
				Perform recall #09041. Completed recall, performed inspection ONLY.			

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

#### **ACCIDENT / INSURANCE INFORMATION:**

Repeat as necessary

Has the vehicle ever been involved in an accident? (Y or N)  Did you confirm your answer with the dealer/Customer (if ADR)/attorney (if Legal)? (Y or N)  What type of damage was sustained (example: front end collision)?  n/a	N Y
Are the RO's attached if the vehicle was in an accident? (Y or N) Has the customer filed any insurances claims on this Vehicle? (Y or If Yes obtain the following information below	n/a N) N
Insurance Company:	n/a
Insurance Rep :  (First and Last Name)	n/a
Phone #	n/a
Claim Made? (Y or N):	N
Claim Status: Pending/Denied/NA	n/a
Claim #	n/a
Did Insurance Company refer customer to GM? (Y or N)	n/a
If Yes. Did the insurance company deny the claim? (Y or N)	n/a
AFTERMARKET MODIFICATIONS: Are there any Aftermarket Modifications to the Vehicle? (Y or N)	N
If "Yes" to aftermarket, please list: Be sure to note retailer installed or third party installed as well as date and mileage known. Repeat as necessary. Include the name of the third party installer. $\ensuremath{\mathrm{n/a}}$	if
Have you confirmed modification with the dealership? (Y or N)	n/a
DEDTINIENT FACTS FROM All SRIG DELATER TO THIS VINI.	

#### PERTINENT FACTS FROM All SR's RELATED TO THIS VIN:

Concern: n/a

Date & Offer/Result: n/a

Concern: n/a

Date & Offer/Result: n/a

Concern: n/a

Date & Offer/Result: n/a

#### BBB PROGRAM SUMMARY ASSESSMENT:

(Note: This section only applicable for ADR cases)

What State is BBB Case Filed In? GA

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

Unique GM Program Summary Requirements for Repurchase/Replacement in Applicable State: If the manufacturer, agent, or dealer is unable to repair or correct any nonconformity after a reasonable number of attempts, the consumer must notify the manufacturer by certified mail. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within seven days of receiving the consumer's notice. Within fourteen days after the consumer has delivered the vehicle to that facility, the nonconformity must be corrected. If it is not corrected, the consumer must request, by certified mail, that the manufacturer either replace or repurchase the vehicle. The manufacturer must, within 30 days of receipt of this last request, replace or repurchase the vehicle.

If the motor vehicle is leased, the lessor elects either a replacement or repurchase. The consumer must send the lessor a written notice that this election is desired. If the lessor fails to make the election within 30 days, the consumer may make the election and the lessor will be bound to the consumer's choice.

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

If the consumer reports the nonconformity to the manufacturer, agent or dealer during the lemon law rights period, the vehicle must be repaired at the manufacturer's expense to correct the nonconformity, even if the repairs are made after the lemon law rights period.

#### **Customer/Plaintiff Seeks:**

Repurchase

#### **Customer/Plaintiff Theory:**

Describe customer's theory of case from Demand and CAC notes (if applicable), include any specific allegations regarding # of repair visits, days out of service, or specific alleged violations. {Text}

Note: This section only applicable for Legal cases

Is Lemon Law Pled/Alleged?: {Yes or No}

Under what State? {State} Claimed Presumptive? {Yes or No}

Does Purchase Qualify? {Yes or No} If not, why? {Used/Lease/GVWR/Etc}

**State Presumption Is:** 

# of Visits for a Non-Conformity? 3 # of Days out of Service? 30

# of visits for a Safety Complaint? 1 – braking, # of Visits Total? 1, 2, or 3

steering 2 – other components

Must Complaint Continue to Exist? Yes Final Repair/Arbitration Required? Yes

Time Period for filing a Claim? None

Vehicle Service History (During Presumptive Period) is:

# of Visits for a Non-Conformity? 2 # of Days out of Service? 2 # of visits for a Safety Complaint? 0 # of Visits Total? 3 Complaint appears to Continue? No Final Repair/Arbitration Complete? No

Does History appear Presumptive: No

Vehicle Service History (During Limited Warranty Period) is:

# of Visits for a Non-Conformity? 2 # of Days out of Service? 2 # of visits for a Safety Complaint? 0 # of Visits Total? 3 Must Complaint Continue to Exist? Yes Final Repair or Arbitration Reg'd? Yes

Related Repairs beyond NVLW: No

Customer Pay? {Yes or No} If no, identify responsible party: {Payee} Additional Days out of Service? {Number} Additional # of Repair Visits? {Number}

Other Considerations: No

Outcome/Findings of Arb/Final Repair: {Date and Summary}
Prior Goodwill/reimbursement: {Yes or No} {Date and Summary}
Out of Pocket Expenses: {Yes or No} {Date and Summary}

#### RECOMMENDATION AND RATIONALE:

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

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

none

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

SVM Charles Allen states "We had a brand new Malibu sitting on our show room floor that handles the exact same. He was able to move the wheel 1/4-1/2 an inch and the tires did not respond. No vehicle is going to react to such a slight wheel movement. We've only had this vehicle in the one time."

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

Vehicle still in new vehicle warranty

Customer continues to claim non-conformity

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

FRA not completed

Number of repair attempts/days out of service does not meet state definition

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

#### **Recommendation:**

Trade Repurchase

#### Rationale:

Allow customer to remain a loyal General Motors customer while in a vehicle that he feels more confident in

#### Settlement/Defense Strategy:

General Motors has determined that this vehicle is operating as designed, yet has extended voluntary trade repurchase in the interest of customer service

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

progression.

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

Plaintiff's Original Dema Amount to Plaintiff/Atty: Inclusive Offer:	<b>nd:</b> \${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
CRS Intial Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
Plaintiff Counter:: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
CRS Counter: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Countered}
PLAINTIFF Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}
CRS Final Offer: Amount to Plaintiff/Atty: Inclusive Offer:	\${Amount}/\${Amount} \${Amount}	Settlement Type: {Goodwill Type} Date: {mm/dd/yy}	{Accepted / Declined}

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

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

{Name}

**TEAM LEAD APPROVING:** 

^Add additional lines for	additional offers/cour	iter offers.	
Recommendation of	CRS:	Arbitrate case:	Settle case: X
Settlement Type:		/ 45,000 miles steering age Letter, cust denied	Attorney Fees (if applicable): \${Amount}
Recommendation of	Field:	Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase/F	Repair}	Attorney Fees (if applicable): \${Amount}
Final Decision:		Arbitrate case:	Settle case:
Settlement Type:	{GW/Repurchase F	Repair}	Attorney Fees (if applicable): \${Amount}
·			

Date:{mm/dd/yy}

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

#### RETAIL BUYER'S INVOICE

DAN VADEN CHEVROLET, IN	<u> </u>		Stock No	904024	183747
9393 ABERCORN ST SAVANN	IAH GA 31406	•	Date08	/24/09	
Dealer Address (912)925-9393			Salesman	TYLER J ROT	ГН
Dealer Phone					
Purchaser		τ. Address		usineas	
CitySAVANNAHstate_	GACountyCH	IATHAM Zip	aphona M	ome	·
	Ber or Buyer)	adfled the following	n:2011New □Used □1	Demo Year <u></u>	2009
l or we (hereinafter referred to as Purcha hereby agree to purchase trom you unde Make	r the terms and conditions sp Body 4DR SDN LT	Model M/	ALIBU Golor _	GLD_MIST	
	_	<i>V</i>	,	Buyer's Initials	63
VIN 1612J57B39F	Ign. Key No.	G3506 R.	D. Key No. 63506	Mileage	58 l
USED CAR TRADE IN AND/OR OTHER CRE OLDSMOBILE MAKE OF TRADE IN	Buyer's Initia	sts	BASE PRICE		25710.00
TAG# DKL#	, ODM#	141783			
YEAR MODEL	AUKURA BODY	AUR SDR		·	
MVI OR SERIAL NO.					
BALANCE OWED TO	AGCT. #	,			
ADDRESS		3550.00			<u> </u>
USED TRADE-IN ALLOWANCE	····				
BALANCE OWED ON TRADE-IN		N/A N/A		• .	<del></del> .
LESS AD VALOREM TAX DUE ON TRADE-I	<u>,</u>	3550-00	:	<b>-</b>	
NET ALLOWANCE ON USED TRADÉ-IN DEPOSIT OR CREDIT BALANCE		N/A			
DOWN PAYMENT (Trans. to Right Col.)		1500-64			
UNITED THE MANUFACTURER OR THE	DEALER HAS ISSUED SPECI	FIC WARRANTY ON	NEW CAR - DEALER INSTALLED / MANUFACTURER MAKES NO WARRANT	ACCESSORIES LES ON THESE OPTIONS	
THIS VEHICLE SEE THE DISCLAIMER OF (SEE SECTIONS 3, B, 7 ON REVERSE.)	WARRANTY ON THE BACK C	F THIS CONTRACT.		•	
PURCHASE	R'S CERTIFICATION				·
<ol> <li>Purchaser certifies that the mileage as mileage on the vehicle.</li> </ol>	shown on the odometer on my	trade-in is the actual	<u> </u>		
2 Purchaser agrees that this Agreement in	cludes all of the terms and condi-	tions on both the face		· <del></del>	
and reverse side hereof, that this Agreemen	t cancels and supersedes any pr and exclusive statement of the te	for Agreement and as rms of the Agreement	<u> </u>	<del></del>	<u> </u>
relating to the subject matters covered here proce written Agreement of the parties. Pu	aby. The Angelment cannot be n	nodified except by ex-			
edges that he has read its terms and conditi	ions and has received a true copy	y of the Agreement.	DEALER SERVICE CHAR	GE ·	498.50
	NSIT DAMAGE	9-1	1. SELLING PRICE		26208.50
<ol> <li>Purchaser acknowledges that there may vehicle sold by the Seller herein, and Purch</li> </ol>	have been certain transit and/or : naser heraby releases the Seller	storage damage to the for any and all claims	2. TRADE ALLOWANCE		3550.00
arising out of such transit and/or storage da	лад <del>а</del> .		3,		N/A
	OWN DEFECTS		4. BUYER'S DIFFEREN	CE	22658.50
<ol> <li>All egulpment (Including tires) as appra material Selects known to me on the motor</li> </ol>	used on my trace-in will remain, vehicle that is being traced in to	the dealer are:	5, SALES TAX	7.00%	1585.10
	DNE, SO STATE.	ДИА;	6. STATE INSPECTION	FEE	N/A
5. THIS IS A CASH SALE.	, 00 0 /A.C.		7. TITLE	<u> </u>	18.00
6. However, in the event any portion of the	ne purchase price is financed, th	is Agreement and any	8, LICENSE TAG (NEW		N/A
subsequent retail installment contract or sa retail installment contract or security agreen	acurity agreement is subject to t nent by a bank or finance compa	me acceptance of saw ny.	· · · · · · · · · · · · · · · · · · ·	RIGHTS FEE	N/A
7. NOTICE: IF YOU ARE BUYING A USE VISIONS APPLICABLE ON SALE OF A U	D VEHICLE, SEE THE REVERS	E SIDE UNDER *PRO-	10. Dealer may retain a por	tion of this amount.	1 . "/"
MERCHANTABILITY AND EITNESS FOR	A PARTICULAR PURPOSE A	re disclaimed and	11. SUB TOTAL	<del>-                                    </del>	24265-60
CERTAIN STATEMENTS ARE MADE CON			12. BALANCE OWED O	N TRADE	N 7-2
<ol><li>Purchaser acknowledges that the vehicle on the vehicle pursuant to Public Law 85-5</li></ol>	06 🕅 a new vehicle, or has a "Buy	yer's Guide" affixed to :	13. TOTAL DELIVERY F	, EICĘ	24265-60
side window pursuant to 16 C.F.R. 455.2, i			14. DEPOSIT	1 :	N77
<ol> <li>I certify that I am 18 years of age, or old back hereof and agree to it as a part of thi</li> </ol>	er, and many have read the prime is invoice the same as if it were:	printed above my signa	16. DOWN PAYMENT		1500.64
ture.	NOT OUNTLY NOT BECOME BIND	NIO LINES ACCEPTES	16.		
I FURTHER ACKNOWLEDGE THIS INVOI BY THE DEALER OR HIS AUTHORIZED	DE SHALL NOT BECOME BIND REPRESENTATIVÉ.	ING ON BE ACCEPTED	17.		N/A
IN THE EVENT THIS CONTRACT RELAT	FES TO A NEW MOTOR VEHIC	LE PURCHASED BY	A 18. BALANCE DUÉ ON	DELIVERY	22764.96
OONSUMER, AS DEFINED IN O.C.G.A. OF AN OWNER'S MANUAL PUBLISHED	BY THE MANUFACTURER OF	SAID VEHICLE AND .	A GMAC		
WRITTEN STATEMENT THAT EXPLAINS	THE CONSUMER RIGHTS PO	JHSUANT TO D.C.G./	L-0' pov otto		
	049193	250	COCKEYSVILLE	, i	٠,
			DAW VAUER CHE	VKULET, INC	<i>y</i> •
	# and \$\f\$\f\(\gamma\) 0.46	728	ACCEPTED DEALER		
Co-Purchaser			BY C		
AND THE PROPERTY.					

GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGMENT Saturn) **CUSTOMER NAME: Customer Incentive** I assign the total amount of customer incentive(s) listed to the dealer named below and request that the available customer incentive(s) be applied: (a) \_\_\_\_ to the down payment of this vehicle, (b) \_\_\_\_ where permissible by law, as a price reduction (Bill of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or (c) \_\_\_\_ a check be issued in my name by Dealer named below: CSE GM Incentive Code Incentive Program Reference MILITARY RONUS CASH TRADE ASSIST/COUPON AMS/SUPPLIER/DEALER Total Incentive Amount Received Other Program Selection (Which may or may not be in lieu of customer incentive programs; for example, Division supported financing/leasing, etc..) a. I elect to receive in lieu of I elect to receive - CUSTOMER AND DEALER ACKNOWLEDGMENT FOR INCENTIVES AND ONSTAR SERVICE -Vehicle Incentive 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 Dealern gamed below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery on \_\_\_/\_\_\_. 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. No Is vehicle equipped with OnStar? Terms and Conditions Acknowledgment. I acknowledge that I have received the Terms and Conditions b. under which the OnStar service in my vehicle is provided (copies are available in the vehicle glovebox, from the dealer, at www.onstar.com. 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: The undersigned person, as Dealer representative, certifies that the information on this application is true and correct, and the incentive(s) described in Item \_\_\_\_ and the OnStar Terms and Conditions have been provided to the said purchaser/lessee who has taken delivery of the referenced unit through this dealership, and that properly completed accurate delivery data has been forwarded to General Motors or Saab Cars USA. Authorized Dealer Signature: DAN VADEN CHEVROLET, INC. Date: //
Dealer Code: 08-520 DAN VADEN CHEVROLET Dealership Name:

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.

GM3795 9/05

VEHICLE INVOICE

Chevrolet

DAN VADEN CHEVROLET - OLDSMOBILE, INC.

OEALN: 183747

9393 Abercorn Expressway 912-925-9393 HIJMMEÑ

AUG 2 4 2009

Savannah, Georgia 31406

(912)867-6099

SOLD TO:

DATE

08/24/09

SALESMAN: \$975 TYLER J ROTE

SAVAMIAH, GA

	YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	VEHICLE IDENTIFICATION NUMBER	KEY NUMBER
VEHICLE SOLD	2009	CHEVROLET	Τ.	904024	MAL EBU	161ZJ57889F	G3506 G3506
TRACE	1998	OLOSMOBILE		9C4024K	AURORA	1G3GR62C5T4	<u> </u>

Any warranties on the products sold hereby are those made by the manufacturer. The Seller, DAN VADEN SELLING PRICE CHEVROLET, Inc., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and DAN VADEN CHEVROLET, inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

OPTIONAL	EQUIPMENT	AND	ACCESSORIES

<u>GROUP</u>

DESCRIPTION

FACTORY INSTALLED:

CTENHOLDER
GMAC
P.O. BOX 8110
COCKEYSVILLE MD 21030



DEALER INSTALLED: GENERAL MOTORS MAKES NO WARRANTIES ON THESE OPTIONS

SELLING PRICE	26208.50
GA WARR RIGHTS FEE	-0- 3.80
COUNTY TAX TAX STATE LICENSE AND TITLE TOTAL CASH PRICE	679, 76 906, 34 18, 60 27815, 60
FINANCING INSURANCE	-0- -0-
TOTAL TIME PRICE	27915.60
SETTLEMENT:	
DEPOSIT CASH ON DELIVERY TRADE-IN \$ 3550.400	-0~ 1500.64
LESS LIEN \$	3550.00
PAYMENTS:AT \$ 316, 18	_
AT \$	22764.96
TOTAL	27815.50

DEC 30, 2009 SUMMARY HISTORY DISPLAY Store 01 ACCTG01 PORT 5035 0551

	TOMER NA AL R/O'S		TOTA	L SERV	/. DAY	's	7	SERIAL MAKE		G1ZJ57B39F HEVROLET
.N#		RO. DATE		ADV,		J#	т	OPERATION	CODE	DESCRIPTION
1	437320	1,1/12/2009	2079	A	4448					
				T	4147	ı	M	ZQCVZ		DRIVEABILITY
				T	4147	2	W	60CVZ		INTERIOR TRIM
				T	4147	3	W	37CVXSTRG		STEERING
2	436378	11/02/2009	1916	A	4448					
_		<b>·</b> ,		T	4147	1	W	37CV2		STEERING CONCERN
4	427320	07/21/2009	10	A	4706					
_	12,020	0772270003		T	4706	1	v	70cvz1		RECALL MINOR
Δ	407458	11/14/2008	7	A	4706					
-	40,450	11/14/2000	•	T	4706	٦	Ðσ	75CVZ		NEW PRE-DEL INS
				Î	4706			78CVZDEG		DOOR EDGE GUARD
				Ť	506	_	_	77/CVZ25		CLEAN OF NEW
					300			/ / ( 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		Character of Man.

(E=ENTER) (P=PAGE) (LINE#) (S-SUMMARY PRINT)

SUC. REZOMOS

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

Issued by: Chevrolet

Certificate No. 1G1ZT51836F

Issue Date: May 9, 2011

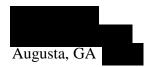
**Issued exclusively for:** 

Augusta, GA

Valid through: February 11, 2011

Amount: One Thousand Dollars and Zero Cents

\*\*\*\*\$1,000.00\*\*\*\*



Dear

Thank you for your recent inquiry. We are sorry you have experienced concerns with your vehicle. Customer satisfaction is a top priority for us.

Enclosed is the Owner Loyalty Certificate valid towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. With such a wide selection of vehicles to choose from (Buick, Cadillac, Chevrolet, GMC, HUMMER, Pontiac, Saab, Saturn), we are sure you will find a vehicle that's right for you.

To ensure that you have the opportunity to obtain the best value possible, this certificate may be used in addition to any other retail purchase incentive programs available at the time you purchase your new vehicle. We hope you will take advantage of this special incentive offer. Simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

We are proud you made Chevrolet your choice when you purchased your 2006 Malibu and trust you will give us the opportunity to retain you as a valued Chevrolet customer. Should you have any questions regarding General Motors' products and current incentives, please call our Marketing Support department at 1-800-950-2438. You may also begin your vehicle shopping online by visiting gm.com or any of our divisional websites.

Sincerely,

Chevrolet Customer Assistance Center Service Request: 71-790006449

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

March 7, 2011



Service Request: 71-599074740

Customer Relationship Specialist: Jane West

Dear :

Thank you for contacting us recently regarding the special coverage notice you received for your 2005 Chevrolet Malibu MAXX. We apologize for any inconvenience you have experienced as a result of this special coverage.

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

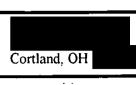
We have reviewed your request for reimbursement on the steering column that you had repaired and are happy to inform you that you are being reimbursed for the full amount of the repair. We have enclosed a check in the amount of \$261.46.

At Chevrolet, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have 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

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





Reimbursement Department P.O. Box 33170 Detroit, MI 48232-5170

JAN 1 5 2008

### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 1-8-2008
17-Digit Vehicle Identification Number (VIN): <u>/G/ZT648/5F</u>
Mileage at Time of Repair: 43498 Date of Repair: 9-11-07
Claimant Name (please print):
Street Address or PO Box Number:
City: CorTland State: OHIO ZIP Code:
Daytime Telephone Number (include Area Code): _
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment.</li> <li>(copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:

Please mail this claim form and the required documents to:

Reimbursement Department P.O. Box 33170 Detroit, MI 48232-5170

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

#### **CUSTOMER REIMBURSEMENT PROCEDURE**

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

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

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

#### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Chevrolet Customer Assistance Center at 1.800.630.2438 (TTY 1.800.833.2438).



86586

230665

\*INVOICE\*

DIANE The road to savings begins here!

700 NILES RD. S.E. P.O. BOX 710 WARREN, OHIO 44482-0710 PHONE: 330-373-1600 330-744-5150 FAX: 330-393-9703

www.dianesauerchevy.com

11SEP07

(N/C)

PAGE 1

CHEVROLE

ORIGINA,

CASH

and the control of th

HOME: BUS: SERVICE ADVISOR: 177 KARLA CUNNINGHAM MILEAGE IN / OUT COLOR YFAR MAKE/MODEL GRAY CHEVROLET MALIBU MAX 1G1ZT64815F 43498/43498 NV. DATE DEL. DATE PROD. DATE WARR, EXP. PROMISED® PAYMENT: PO NO RATE

R.O. OPENED READY OPTIONS: STK:1403 DLR:28399

WAIT 05SEP07

14:23 05SEP07 16:57 11SEP07

CORTLAND,

21JUN05 IS

OH

LINE OPCODE TECH TYPE HOURS LIST

A C/S SERVICE POWER STEERING KEEPS COMING ACROSS INFO CENTER

CAUSE: POWER STEERING SENSOR INTERMITTENTLY OUT

E7680 COLUMN ASSEMBLY, STEERING - REPLACE

85 WCV4 1.60

60..00 60.00 

- 1-15926870 COLUMN

179.50 179.50 179.50 WCV4 (N/C)

FC: C0460

PART#: 15926870

COUNT: 1 CLAIM TYPE: AUTH CODE:

OL

SPLIT FOR LINE A 50/50 LABOR AND PARTS SERVICE PWOER STEERING KEEPS COMING ACROSS INFO CENTER SCAN SYSTEM CODES C0460 STORED FLOW CHAR T FOUND POWER STEERING SENSOR INT. OUT OF 2.8V RANGE REPLACED STEERING COLUMN AND TRANSFER REL ATED COMPONENTS RELEARN STEERING POSITION SENSO R CALIBRATION AND TOROUE SENSOR

CALIBRATION CLE AR CODE AND TEST DRIVE OK AT THIS TIME WITH ADJ USTABLE PEDALS \*

6.00 SHOP MATERIALS

Communication in Activities and Communication (Communication Communication 

DISCLAIMER OF WARRANTIES: DISCLAIMER OF WARRANTIES:

Any warranties on the products sold breby are those made the manufactures of those products. This dealership hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any fiability in connection with the sale of said product. Buyer shall not be entitled to recover from this dealership any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

DESCRIPTION (%)	TOTALS
LABOR AMOUNT	60.00
PARTS AMOUNT	179.50
GAS, OIL, LUBE	0.00_
SUBLET AMOUNT	0.00
MISC. CHARGES	6.00
TOTAL CHARGES	245.50
LESS INSURANCE	0.00
SALES TAX	15.96
PLEASE PAY THIS AMOUNT	261 46

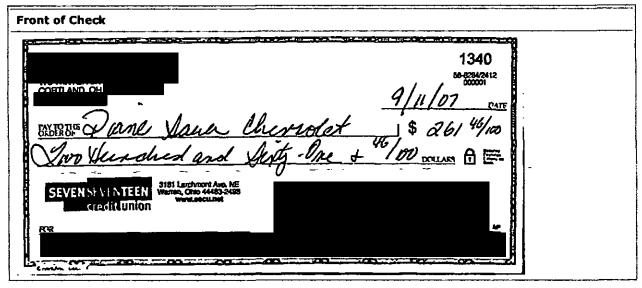
261.46

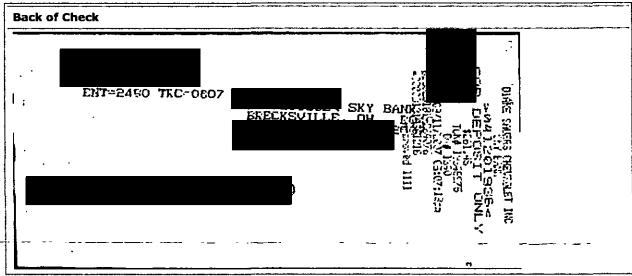
CUSTOMER COPY

CUSTOMER SIGNATURE

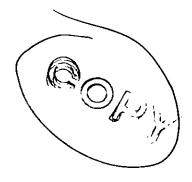
PRINT CRNCEL

#### **View Check**





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North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530



CHECK NO.

DATE 02/19/08

The Chase Manhattan Bank, N.A. Syracuse, New York

\*\*\*\*\*\*\*\*\*\*\*261 DOLLARS

**\*\*\*\*46 CENTS** 

AMOUNT **\*\*\*\*\*\*\*\*\*\*\*** 

North American Operations General Motors Corporation Disbursement Account

CORTLAND OH

AUDIT

VENDOR DUNS NO

VENDOR NAME

8B 000000115

North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530

DETACH BEFORE DEPOSITING CHECK

CHECK NO.

PAYMENT DATE

02/19/08

REGISTER NO.

INVOICE DATE

DOC. REFERENCE NUMBER

% DISC.

INVOICE AMOUNT

DISC. AMOUNT

NET AMOUNT

1G1ZT64815F

02/18/08 | VM 1-9YCION .71-599074740.1-9YCION 00.0000 261.46 .00 261.46 ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782 **M3** 

TOTAL

261.46

.00

261.46

Kissimmer FL Reimbursement Department ...N 1 5-2000 P.O.Box33170 Detroit, MI 48232-5170

Hallahalalatahaalladhaladhaall

#### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 12/17/07
17-Digit Vehicle Identification Number (VIN): /g2ZH528459  Mileage at Time of Repair: 5369  Date of Repair: /2/10/07
Mileage at Time of Repair: 5368 Date of Repair: 12/10/07
Claimant Name (please print):
Street Address or PO Box Number:
City: Kiss. State: FC. ZIP Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):// // //
Amount of Reimbursement Requested: \$ 272.48
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:
Please mail this claim form and the required documents to:

Reimbursement Department
P.O. Box 33170
Detroit, MI 48232-5170

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

#### **CUSTOMER REIMBURSEMENT PROCEDURE**

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

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

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

#### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Pontiac Customer Assistance Center at 1.800.620.7668 (TTY 1.800.833.7668).



#### ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE

The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718), and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185). Miscellaneous Charges: This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal. [s.559.904{4}].

SEL

LIMITED WARRANTY: All warranties are those of the parts manufacturer. GM branded parts and labor to replace them are warranted for 12 months or 12,000 miles, whichever occurs first. The seller hereby expressly disclaims all warranties, either expressed 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 products or service sold under the terms of this estimate.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF

CUSTOMER SIGNATURE

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

54142937

TYPE HOURS

KISSIMMEE, FL

LINE OPCODE

TECH

ORIGINA.

246960

\*INVOICE\*

COGGIN

PONTIAC - GMC - BUICK

4425 W. VINE ST. KISSIMMEE, FLORIDA 34746 407-847-8122

PAGE 2

Motor Vehicle Repair Registration # MV - 10721

HOME: BUS: SERVICE ADVISOR: 4857 JAY GOLSTON COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN/ OUT TAG BLACK PONTIAC G6 1G2ZH528454 <u>53606/53606</u> PROD. DATE! WARR. EXP. DEL DATE PROMISED INV. DATE PO NO. RATE PAYMENT 09JAN05 IS WAIT 10DEC07 10DEC07 88.00 CASH R.O. OPENED READY **OPTIONS:** ENG:3.5 Liter SFI 1) VEHICLE ONE SVC CONTRACT# 1351515 DED. \$100.00 14:52 10DEC07 16:56 10DEC07

\*THIS CHARGE REPRESENTS COSTS AND PROFITS TO
THE MOTOR VEHICLE REPAIR FACILITY FOR
MISCELLANEOUS SHOP SUPPLIES OR WASTE
DISPOSAL. FLA. STAT. 559.905 (1)(h)

## ALL PARTS ARE NEW OR FACTORY REBUILT UNLESS SPECIFIED OTHERWISE

The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state {s.403.718}, and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state {s.403.7185}. Miscellaneous Charges: This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal. [s.559.904{4}].

LIMITED WARRANTY: All warranties are those of the parts manufacturer. GM branded parts and labor to replace them are warranted for 12 months or 12,000 miles, whichever occurs first. The seller hereby expressly disclaims all warranties, either expressed 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 products or service sold under the terms of this estimate.

estimate.
CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE AND RECEIPT OF INVOICE HEREOF
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	195.00
PARTS AMOUNT	149.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	16.66
TOTAL CHARGES	360.66
LESS INSURANCE	0.00
SALES TAX	17.82
PLEASE PAY THIS AMOUNT	378,48

CUSTOMER COPY

TOLL FREE 1-(800)-ADP-ADP-ADP TO RECHDER CATALOG # 6001911-000



## **MULTI-POINT VEHICLE INSPECTION**

Name Year/Model:	5 Hu Date 12-10-07					
	dometer: 53606 MI: MII:					
Checked and OK May Require Attent	tion Soon Requires Immediate Attention					
The state of the s	RIOR					
Star Subscription activated	Remaining engine oil life:% Reset: N/A:					
by 🔝	Air Conditioning Performance					
	VD TREAD DEPTH ☐ CHECK BATTERY					
Rear (if applicable)  Rear (if applicable)  Windshield condition  R/32 or Greater 7/32 to 4/32 3/32 or Less PSI @:set to	— Battery condition					
CHECK FLUID LEVELS	CHECK BRAKES/MEASURE FRONT AND REAR LININGS					
OK FILLED REQUIRES ATTENTION	7 mm (9/32); or greater					
Engine oil	LF 6 mm (8/32) to 4 mm (5/82) RF					
Brake fluid reservoir	3,mm (4/32) or less					
<del></del>	4 mm (5/32) or greats					
Transmission (if equipped w/dipstick)	LR 3 mm (4/32) RR					
Coolant recovery reservoir	2-firm (3/32) or less					
Power steering	Lowest Front LiningLowest Rear Lining					
Windshield washer	Brake system (also including lines, hoses and parking brake)					
ADDITIONAL CHECKS Inspect for visible leaks:	Additional Recommended Services					
Fuel system (also including gas cap seating)	76/8/3/6					
Engine, transmission, drive axle, transfer case						
Engine cooling system						
Shocks and struts – also check operation	4)					
Inspect visual condition:	5) 150-4(555)					
Belts: engine, accessory, serpentine, and/or V-drive	6)					
Hoses: engine, power steering and HVAC	7) ROBE					
Engine air filter and cabin air filters	Banco					
Steering components and steering linkage	Service Consultant:					
CV drive axle boots or driveshafts and U-joints	Technician: No.:					
Exhaust system components	NU.					
SIMPLIFIED N	IAINTENANCE					
MI ☐ Required ☐ Performed	MII Required Performed					
© 2007 Contribit all rights recogning	FR CORV					

CUSTOMER COPY

March 7, 2011

Kissimmee, FL

Service Request: 71-599420367

Customer Relationship Specialist: Jane West

Dear

Thank you for contacting us recently regarding the special coverage notice you received for your 2005 Pontiac G6. We apologize for any inconvenience you have experienced as a result of this special coverage.

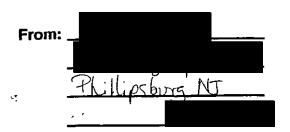
At Pontiac, we believe our customers have the right to expect long-term, reliable performance from our products. There are, however, many variables that affect the life of the vehicle's parts and appearance. Unfortunately, there are times when we identify a motor vehicle defect and release a special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

We have reviewed your request for reimbursement on the steering column that you had repaired. We regret that we are unable to reimburse you the amount you requested because the part replaced is not the part covered by this special coverage.

At Pontiac, our commitment to customer satisfaction is a top priority. We hope you understand our position. 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,

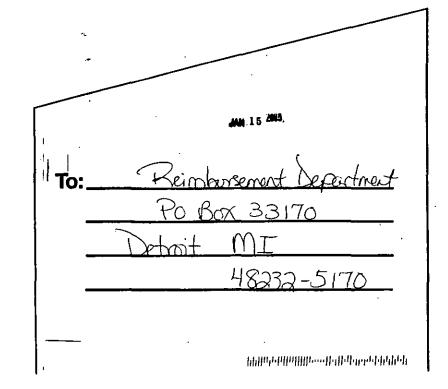
Pontiac Customer Assistance Center







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



Ready ost.

Uthitis Malley

### **CUSTOMER REIMBURSEMENT CLAIM FORM**

	This section to be completed by Claimant								
أ	Date Claim Submitted: 1-4-08								
	17-Digit Vehicle Identification Number (VIN): 1G1ZS 52 F5:5, F								
9	Mileage at Time of Repair: 16432 Date of Repair: 10-3-06 9-14-07								
	Claimant Name (please print):								
	Street Address or PO Box Number:								
	City: Phillips burg State: NJ ZIP Code:								
	Daytime Telephone Number (include Area Code):								
	Evening Telephone Number (include Area Code):								
	Amount of Reimbursement Requested: \$ 1344,45								
	The following documentation must accompany this claim form.								
	Original or clear copy of all receipts, invoices, and/or repair orders that show:								
	<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>								
	My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.								
	Claimant's Signature								

Please mail this claim form and the required documents to:

Reimbursement Department P.O. Box 33170 Detroit, MI 48232-5170

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

#### **CUSTOMER REIMBURSEMENT PROCEDURE**

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement.

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

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

#### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Chevrolet Customer Assistance Center at 1.800.630.2438 (TTY 1.800.833.2438).



# D.B.A. BROWN-DAUB CHEVROLET-VOLVO SOLT CHEVROLET-VOLVO, INC.







#### VOLVO

819 Nazareth Pike Nazareth, PA 18064 (610) 759-1000

MON, TUES, WED, THURS 8:00 AM - 9:00 PM FRI 8:00 AM - 5:00 PM

----- DRIVER/OWNER INFORMATION -- INVOICE: C54335 ..... INVOICE TO ------PHILLIPSBURG PHILL IPSBURG HOME: VEHICLE INFORMATION ---------- FOR OFFICE USE ------TAG: 2718 ADV: 128 OSMUN. DA INVOICE: PRELIM CUS C AG VIN 1G12S52F55F LICENSE NUMBER: PA NA 05 CHEVROLET MALIBU 4DR SON BLUE TAX RULES: YY1NN INVOICED: 10/03/2006 15:26:00 DIST: 1G1 ODOMETER IN: 55959 OUT: 55961 DATES BEGIN: 10/03/06 DONE: 10/03/06 TECH **AMOUNT** OPERATION CONCERN 14\* TOTAL WHEEL ALIGNMENT 129 79.95 CORRECTION TOTAL WHEEL ALIGNMENT CHECK TIRE PRESSURES. ADJUST & TIGHTEN ALL STEERING COMPONENTS. FOR ALL FOUR WHEELS. **FACTORY** TECH: 129 - ROBERTS, DAVID ----- SUBTOTAL -----LAB-MECHANICAL 79.95 79.95 TOTAL CHARGE FOR CONCERN TYPE: C TECH **AMOUNT** CONCERN 51 CK REAR VIEW MIRROR BROKE 129 17.64 CORRECTION REPLACED REAR VIEW MIRROR PO# NOTE DESCRIPTION OTY SELL PART NUMBER 73.35 73.35 \*MIRROR 1 000 025603373 1-2 J/K 6.49 6.49 010 DEALER FACTORY TECH: 129 - ROBERTS, DAVID grimmen ----- SUBTOTAL -----PARTS 79.84 LAB-MECHANICAL 17.64 TOTAL CHARGE FOR CONCERN 97.48 TYPE: C OPERATION TECH AMOUNT CONCERN 52 CK KEY FOB DOESN'T ALWAYS WORK 129 42.00 CORRECTION REPLACED AND REPROGRAMMED REMOTE PART NUMBER P0# NOTE DESCRIPTION OTY SELL 000 022733523 TRANSHITT 63.16 63.16ADHEASIVE PROMOTER 18 7.98 7.98 010 710755 PAGE 1

#### WARRANTY NOTICE

All implied warranties, including the implied warranties of menchantability and finess for a particular purpose, are besety limited to the same distation of time as the express warranty stated on the back of this invoice. Buyer shall not be exitted to recover from the setting deater any consequential damages, damages to property, damages for best of use, loss of time, loss of profits, or income, or any other incidental damages. The scope of coverage of the shore stated express and implied warranties is hereby expressly limited to the actual parts covered by and express warrantly as set forth on the back of this invoice.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR USTED ABOVE.

AB UNIONNI SOMBE DE LINO

## D.B.A. BROWN-DAUB CHEVROLET-VOLVO SOLT CHEVROLET-VOLVO, INC.



the express warranty states on the test of this invoice. Buyer shall not be also test to be recover from the selling dealer any consequential damages, clamages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The scope of coverage of the above stated express and implied warranties is hereby expressly finited to the actual parts covered by said express warranty as set forth on the back of this invoice.

Services Village





819 Nazareth Pike Nazareth, PA 18064 (610) 759-1000

MON, TUES, WED, THURS 8:00 AM - 9:00 PM 8:00 AM - 5:00 PM FRI

INV	OICE TO				- DRIVER/OWNE	R INFORMATION IN	VOICE: C54335
FOR OF	FICE USE				VEHI	CLE INFORMATION	
TAG: 2718 ADV: 128 OSMUN	. D INVOICED: 1	.0/03/2006 15:2	26:00 AG	05 MALIBU	BLUE	LICENSE NUMBER	: PA NA
FACTORY TECH: 129 - R	OBERTS. DAVID		••				
						SUBTOTAL	
					PARTS	IANTOAL	71.14
					LAB-MECH		42.00 113.14
TYPE: C					IUIAL C	ARGE FOR CONCERN	113.14
•	COOM STEEDING				OF	PERATION TECH	AMOUNT
CONCERN 53 CK LOUD CLUNK CORRECTION REPLACED STEE		INTERNAL GEAR I	DAMAGE		MA		171.11
DADT MIMDED	•	PO# NOTE	DESCRIPT	LION	OTY	. SELL	
000 01585836		04	GEAR		1	272.35	272.35
010 DEALER			PICKUP		1B	23.29	
	OBERTS, DAVID						
						SUBTOTAL	
					PARTS		295.6
					LAB-MECH	HANICAL	171.1
TYPE: C					TOTAL C	HARGE FOR CONCERN	466.7
			GRAND TO	TALS			
SUMMARY OF CHARGES FOR I	WOICE C54335					DISTRIBUTION FOR IN	
PARTS	446.62				TOTAL C	HARGE	802.7
LAB-MECHANICAL	310.70				CACH DIE	-	902.7
SUB-TOTAL	757.32				CASH DUI	Ŀ	802.7
TAX	45.44						
TOTAL CHARGE	802.76						
IF YOU! HAVE ANY QUESTIONS	C _ DIEACE SEE D	NUMED 1. DIVA					
THANK YOU FOR SERVICING							
BROWN DAUB DEALE		1112					
\$ 1.30							PAGE
no realization of the second o							LAST PAG
· .							
I							
					1		
WARRAN All implied warranties, including the imp	TY NOTICE			ACKNOWLEDGE	İ		

PARTS AND LABOR

LISTED ABOVE.

# D.B.A. BROWN-DAUB CHEVROLET-VOLVO SOLT CHEVROLET-VOLVO, INC.





VOLVO

Reparred

819 Nazareth Pike Nazareth, PA 18064 (610) 759-1000

MON, TUES, WED, THURS 8:00 AM - 9:00 PM

DRIVER/OWNER INFORMATION -- INVOICE: C70671 -- INVOICE TO -PHILLIPSBURG PHILLIPSBURG NJ 08865 HOME: HOME: VEHICLE INFORMATION -- FOR OFFICE USE ---ADV: 159 ANTICOLI, INVOICE: QUOTE CUS C VIN 1G12S52F55P1 LICKNSK NUMBER: PA NA TAG: 7366 AG BLUE TAX RULES: YYINN INVOICED: 09/14/2007 15:58:16 05 CHEVROLET MALIBU 4DR SDN DATES INSERVICE: 062304 DIST: 1G1 ODOMETER IN: 75000 OUT: 75432 BEGIN: 09/13/07 DONE: 09/14/07 --\*\*\* R.O. NOT COMPLETE \*\*\*-OPERATION TECH AMOUNT CONCERN 12+ MOUNT & BALANCE FOUR TIRES 60.00 MTBALA 134 CORRECTION MOUNT & BALANCE FOUR TIRES SELL PO# NOTE DESCRIPTION PART NUMBER 75.00 300.00 PIRELLI-P4-VALLEY 010 205/65R15 TIRES 4B 4.00 PTA TX PTATX 45 1.00 010 PTATX VALVE STEM 4 1.35 5.40 010 5418 TECH: 134 - BOURDON, JOSE A FACTORY ---- SUBTOTAL -PARTS 5.40 300.00 TIRES 11.00 EPA COMPLIANCE CHG LAB-MECHANICAL 60.00 4.00 MISCELLANEOUS TOTAL CHARGE FOR CONCERN 380.40 TYPE: C LINE FLAGS: EPA OPERATION TEXT AMOUNT CONCERN 14+ TOTAL WHEEL ALIGNMENT 79.95 TLMLAIN 134 CORRECTION TOTAL WHEEL ALIGNMENT CHECK TIRE PRESSURES, ADJUST & TIGHTEN ALL STEERING COMPONENTS, FOR ALL 83 20 FOUR WHEELS. FACTORY TECH: 134 - BOURDON, JOSE A LINE SERVICE INVOICING BY - SUBTOTAL -LAB-MECHANICAL 79.95 TOTAL CHARGE FOR CONCERN 79.95 TYPE: C CONCERN 51 PLEASE CHECK NOISE FROM SEERING? POPPING WITH WHEEL, SOUNDS LIKE IN AMOUNT OPERATION TECH PAGE 1

WARRANTY NOTICE

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are beneby limited to the same duration of time as the express warranty stated on the hack of this invoice. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The scope of coverage of the above stated express and implied warranties is hereby expressly limited to the actual parts covered by said express warranty as set forth on the back of this invoice.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE.

## D.B.A. BROWN-DAUB CHEVROLET-VOLVO SOLT CHEVROLET-VOLVO, INC.



property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. The scope of coverage of the above stated express



819 Nazareth Pike Nazareth, PA 18064 (610) 759-1000



MON, TUES, WED, THURS 8:00 AM - 9:00 PN

FRI

8:00 AM - 5:00 PM

Γ			<del></del> ·						PRIVER/OWNER INFORMATION INVOICE: C70671  VEHICLE INFORMATION		
ł		INVOIC	E TO					PRIVER/	OWNER INFO	RMATION INVO	ICE: C70671
97643											
"	1AG: 7300	ADV: 139 MILLOUIN	INVOICED.	V3/ 14/ 4	++	R.O. NOT	COMPLETE ***	DUCE			
		STEERING WHEEL, TURNING REPLACED ELECTRI			VISIT/	NOTICES	WHEN STOPPED 1	THEN STARTS	S MM	134	300.45
-		PART NUMBER 000 015858368		PO#	NOTE INSF	DESCRI GEAR	PTION	(	yty 1B	SELL 320.04	320.04
	FACTORY	TECH: 134 - BOUF	ZON, JOSE A	1			•			SUBTOTAL	
								PAR	ls Market	,	320.04
	TYPE: C							TOI?	-mechanical Al Charge E	OR CONCERN	300.45 620.49 <b>&lt;</b>
		INTERMEDIATE SHA	NOISE							IN TECH	
.	CORRECTION	REPLACED INTERME PART NUMBER				DESCRI	PTION	,	rara OTY	134 SELL	67.20
4	FACTORY	000 022687711 TECH: 134 - BOU			INSF	SHAFT				SELL 190.01	
										SUBTOTAL	190.01
								LAB	io -mechanicai		67.20
	TYPE: C					CTDANTD III	OTALS	TOT	AL CHARGE F	FOR CONCERN	
	SUMMARY OF	CHARGES FOR INVO				GRAND I	UIALS			EUTION FOR INV	DICE C70671
2	PARTS		515.4								
60 0		ANCE CHG	300.0 11.0	00				CAS	H DUE		1277.42
ICE INVOICIN	LAB-MECHANI MISCELLANEX SERVICE CAF SUB-TOTAL TAX TOTAL CHARC	ous RD	507. 4.1 132. 1205. 72.1 1277.	00 71- 34 08							
ON LINE SERVI											PAGE 2
•	ness for a partice the express warr tied to recover fr	WARRANTY A nties, including the implied of star purpose, are hereby for ranty stated on the back or rom the setling dealer any of es for loss of use, loss of ti	warranties of merc ited to the same of this invoice. Buyer onsequential dam	furation of tis r shall not be ages, damar	ne as enti- es to		I ACKNOWLEDG RECEIPT OF TH PARTS AND LAR LISTED ABOVE.	E BOR			

BROWN DAUB CHEVROLET VOLVO 819 MAZARETH PIKE NAZARETH, PA 18076 (610) 759-1800

### Sale

Merchant ID: 542929883185989

Term ID: 1X581894

09/15/87 Batch#: 888811 Ticket: 70671

10:28:00 Inv #: 000001

DISCOVER

Entry Method: S

Seq. #: 0001

Appr Code: 815936

Total:

1,277,42

**APPROVED** 

Customer Copy

BROWN-DAUB CHEVROLET-OLDSHOBILE INC 319 NAZARETH PIKE NAZARETH PA 18064 (610) 759-1008

7:31 PM 10/03/04

VS SALE TEATH 8991

AMOUNT \$ 802.76

REF #027 AP 128303 BATCH #349 RO #54335

CUSTOMER COPY

March 7, 2011

Phillipsburg, NJ

Service Request: 71-599437538

Customer Relationship Specialist: Michael Brent

Dear

Thank you for contacting us recently regarding the special coverage notice you received for your 2005 Chevrolet Malibu. We apologize for any inconvenience you have experienced as a result of this special coverage.

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

We have reviewed your request for reimbursement on the steering column that you had repaired. We regret that we are unable to reimburse you the amount you requested because the part replaced is not the part covered by this special coverage.

At Chevrolet, our commitment to customer satisfaction is a top priority. We hope you understand our position. 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