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

February 4, 2011



Service Request: 71-594075736 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 power steering 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 \$935.53.

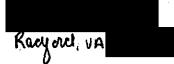
At Chevrolet, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have future questions, feel free to contact our Chevrolet Customer Assistance Center at 1-800-222-1020 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer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

Sincerely,

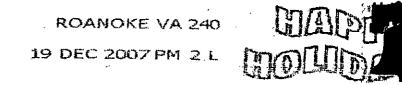
Chevrolet Customer Assistance Center

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.

North Ameri General Motors Disbursements (PO Box 62530 Phoenix, AZ 85	can Oper Corporation 2613) 082-2530	ations	<u>G M</u>		CHECK NO.	<u>50-837</u> 213
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REGISTER NO. DESCRIPTION	INVOICE DATE	DOC. REFERENCE NUMBER	% DISC.		DISC. AMOUNT	NET AMOUNT
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**35G			TOTAL	935.53	.00	935.53



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CUSTOMER REIMBURSEMENT CLAIM FORM

This section to be completed by Claimant
Date Claim Submitted: 12 18 2007
17-Digit Vehicle Identification Number (VIN): <u>1612 T 628 35 F</u>
Mileage at Time of Repair: 50,961 Date of Repair: 221 2007
Claimant Name (please print):
Street Address or PO Box Number:
City: <u>Rad ford</u> State: <u>VA</u> ZIP Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$ 935 53
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
 The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense 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

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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.

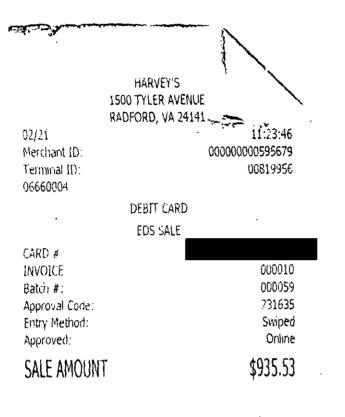
Your claim will be acted upon within 60 days of receipt.

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).

P.O. BOX 972 RADFORD, VIRGINIA 24143 www.harveysgm.com WARRANTY DISCLAIMER: Any warranties on the products sold h all warranties, either express or implied, including any implied warran nor authorizes any other person to assume for it any liability in conne	nty of merchantability or fitness for a particular purpe	See or delay and HARVEY CIVEVROL	PHONE (540) 639-3923 hereby expressly disclaims ET CORP. neither assumes
38174	ADVISOR DENNIS PUCKETT 535	$262^{2} 102/21/07$	CVCS202727
	LABOR RATE	50,961 SILVER	STOCK NO.
RADFORD, VA	YEAR/MAKE/MODEL		DELIVERY MILES
	1 G 1 Z T 6 2 8 3 5 F	SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO. P. O. NO.	R. O. DATE 02/20/07	
R BUSINESS PHONE		<u></u>	MO: 50971
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PAGE 1 OF 1	END OF INVOICE		



CUSTOMER COPY

North American (General Motors Corpo Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-253	Operations pration	<u>GM</u>		снеск No.	<u>50-837</u> 213
DATE 01/25/08	*******	623 DOLLAR	s ××××62 cen	AMOU TS XXXXXXX	NT XXXXXXX623.62
PAY TO THE ORDER OF	BELLAIRE TX		SIGNATURE	North American Operat General Motors Corpor Disbursement Account	ions ation
The Chase Manhattan Bank, N.A. Syracuse, New York		AUDIT			
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REGISTER NO. INVOICE DESCRIPTION	E DATE DOC. REFERENCE NUMBER	% DISC.		DISC. AMOUNT	NET AMOUNT
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ACCEPTANCE O REIMBURSEMEN	OF THIS CHECK CONSTITUTES FULL RESOL IT\OR QUESTIONS CALL 800-462-8782		H3		
1 1 1		TOTAL	623.62	.00	623.62

February 7, 2011



Service Request: 71-594830346 Customer Relationship Specialist: Gavin Sanders

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.

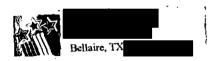
We have reviewed your request for reimbursement on the power steering assist that you had repaired and are happy to inform you that you are being reimbursed for the full amount of the repair. We have enclosed a check in the amount of \$623.62.

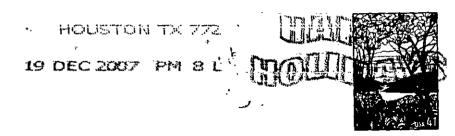
At Chevrolet, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have future questions, feel free to contact our Chevrolet Customer Assistance Center at 1-800-222-1020 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer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

Sincerely,

Chevrolet Customer Assistance Center

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CUSTOMER REIMBURSEMENT CLAIM FORM

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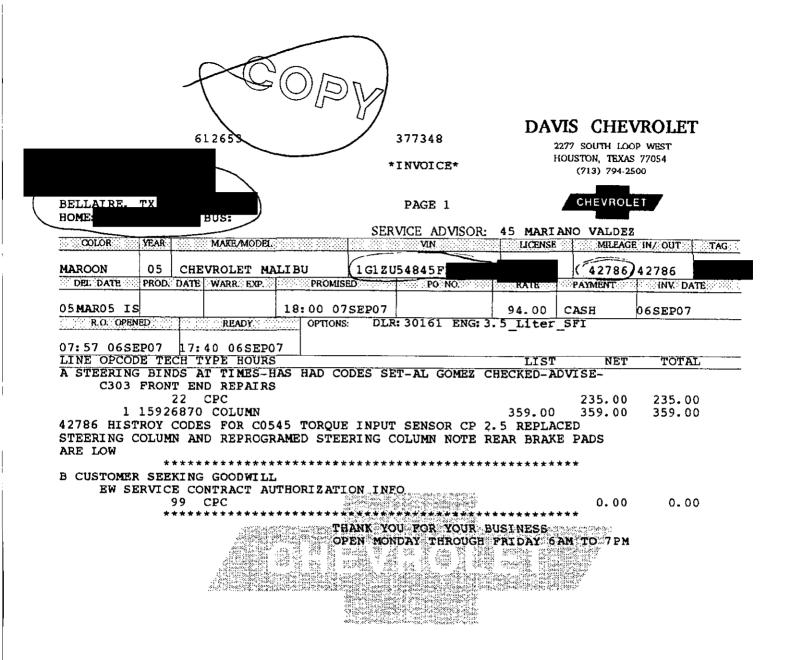
This section to be completed by Claimant				
Date Claim Submitted: 12/18/07				
17-Digit Vehicle Identification Number (VIN):				
Mileage at Time of Repair: 42,786 Date of Repair: 09/06/07				
Claimant Name (please print):				
Street Address or PO Box Number:				
City: Bellaire State: TX ZIP Code:				
Daytime Telephone Number (include Area Code):				
Evening Telephone Number (include Area Code):				
Amount of Reimbursement Requested: \$ 023.62				
The following documentation must accompany this claim form.				
Original or clear copy of all receipts, invoices, and/or repair orders that show:				
 The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) 				
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense 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

0004747/GMR2V071129R12

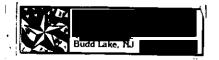
Page 03 of 03



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DVD P&DC KEARNY NJ 070 22 DEC 2007 PM 4-T



Reim Bursement Dept. PO Box 33170 Detroit, MI 48232-5120

48232+5170

CUSTOMER REIMBURSEMENT CLAIM FORM

This section to be completed by Claimant
Date Claim Submitted: 12-22-07
17-Digit Vehicle Identification Number (VIN): 1622H528054
Mileage at Time of Repair: <u>50%</u> Date of Repair: <u>10-3-07</u>
Claimant Name (please print):
Street Address or PO Box Number:
City: <u>SJDD LAKE</u> State: NJ ZIP Code:
-Daytime Telephone-Number-(include Area-Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$ _//6.00
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
 The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)
My signature to this document attests that all attached documents are genuine and I request reimbursement for the excense Lincurred for the repair covered by this letter.
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

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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:

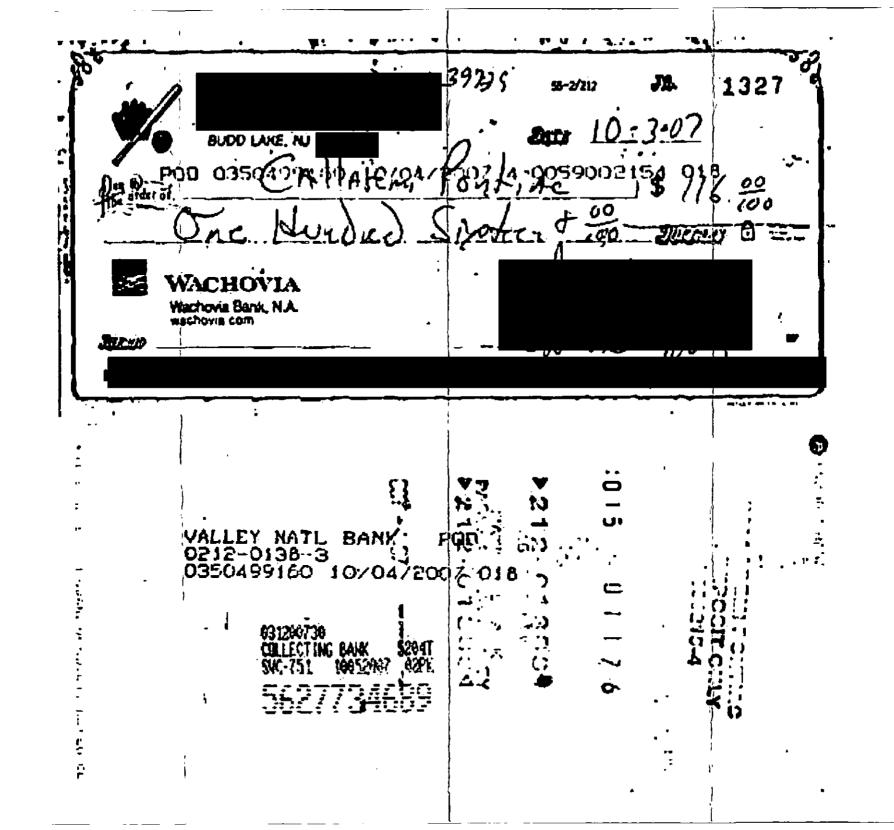
- · Approved, you will receive a check,
- Denied, you will receive a letter with the reason(s) for the denial, or
- Incomplete, you will receive a letter identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation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

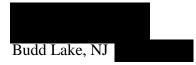
CALLAREMI PONTIAC, BUICK, CADILLAC, GMC P.O. BOX 733, 385 RT. 46 EAST HACKETTSTOWN, NJ 07840 ORIGIN PHONE: 908-852-4613 FAX: 908-852-9882 VEHICLE IDENTIFICATION MILEAGE OUT DATE OUT INVOICE NO. 1G2ZH528054 50967 10/03/07 39729 COLOR TAG NO. BUDD LAKE YEAR MAKE MODEL NJ 05 PONTIAC G6 GT GRAY 00135 PROD.DATE CUST.NO. LICENSE HOME PHONE WORK PHONE STOCK NO. SERV.ADV. TERMS 908-00/00/00 738 7738 CASH DELIV.MILES MILEAGE IN IN-SERV DATE CUST. LABOR RATE DELIV.DATE DATE IN 00/00/00 50964 10/02/07 00/00/00 87.00 SERVICE EXPERIENCE, PLEASE GIVE US A CALL. THANK YOU FOR VISITING CALLAREMI AUTO GROUP OUR GOAL IS YOUR COMPLETE SATISFACTION 908-852-4613 AT THE PROMPT PRESS 4. IF YOU HAVE ANY CONCERNS OR SUGGESTIONS ABOUT YOUR HOURS/QTY TYPE AMOUNT OP.CODE FAIL-CD TECH LINE STEERING NOISE Α CUSTOMER STATES A CLUNK IS FELT IN STEERING WHEN TURNING WHEEL, ALSO FEELS LIKE IT SKIPS UPON INSPECTION FOUND STEERING SHAFT IS BINDING REPLACED STEERING SHAFT (50/50 GOODWILL WARRANTY) A64 6064 0610 X 22687711 SHAFT KIT BL 1 W Line Total.... LOANER # 7 В CUSTOMER REQUESTS USE OF A LOANER CAR, LOANER# 7 1998 PARK AVE. A99 0999 4006 Line Total.... Warr-Deduct 116.00 TOTAL-AMOUNT 116.00 CUSTOMER COPY - PAGE 01 STATEMENT OF DISCLAIMER On behalf of servicing dealer, I hereby certify that the information contained The factory warranty constitutes all of the warranties with respect to the hereon is accurate unless otherwise shown. Warranty services described were sale of this item/items. The Seller hereby expressly disclaims all performed at no charge to owner. There was no indication from the appearance of warranties either express or implied, including any implied warranty of the vehicle or otherwise, that any part repaired or replaced under this claim merchantability or fitness for a particular purpose. Seller neither had been connected in any way with any accident, negligence or misuse. Records assumes nor authorizes any other person to assume for it any liability in supporting this claim are available for (1) year from the date of payment notificonnection with the sale of this item/items. cation at the servicing dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE

39729BEY



February 14, 2011



Service Request: 71-595647102 Customer Relationship Specialist: MJ Mason

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 power steering assist 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)

March 31, 2011

Granite Falls, NC

Service request: 71-661001676 Vehicle Identification Number: 1G8AJ55F26Z Customer Relationship Specialist: Nicholas Sennema

Dear

Thank you for allowing us the opportunity to review the concerns involving your 2006 Saturn ION 2. Unfortunately, our attempts to reach you by phone on 9/17/2008, 9/18/2008, 9/19/2008 and 9/22/2008 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 Corporation

PA0005 V05112006

Privileged and Confidential Information

CASE ASSESSMENT

By: Nick Sennema State: North Carolina

Customer Name:

Service Request: 71-661001676

BBB Case No.: SAT0848896

Vehicle ID No.: 1G8AJ55F26Z

In Service Date: 1/24/2006 Vehicle is: Used

Year, Make & Model: 2006 Saturn ION 2 Mileage at Time of BBB Filing (56,600) Lien holder: Other: State Farm Bank DVM Name: Randy Duffy Phone/Cell Number: 404082 8815 Service Managers Name: Rob

BAC Code: 121806 Saturn of Hickory (servicing) Vehicle Purchased Used on: 7/21/07 at odometer 35,500 Sale Type: Purchase CAM Name: Aubrey Washington Phone Number: 678-240-9832

VEHICLE REPAIR HISTORY

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

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

HAS TAC BEEN CONTACTED FOR SERVICE HISTORY - NO - REPAIRS WERE NOT COMPLETED, ONLY DIAGNOSTIC WAS DONE AND THE CUSTOMER DID NOT WANT TO PAY

steering warning coming on, hard to turn the wheel

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

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

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

Has the vehicle ever been involved in an accident - N Did you confirm your answer with the customer - Y What type of damage was sustained (example front end collision)

Are the RO's attached if the vehicle was in an accident – N/A

Have you file to collect any insurance claims with this vehicle - N/A What were the dates What was the reason you filed

Are there any Aftermarket Modifications to the Vehicle - N

Have you confirm this with the customer - Y List:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM

Other

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

What is customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement: Customer is INELIGIBLE due to filing outside of 12/12

Lemon Law Repurchase/Replacement: Customer is INELIGIBLE due to vehicle being used

GM Program Summary Repairs/Reimbursement for past repairs: Customer is INELIGIBLE due to filing outside of 36/36

THE STATE LEMON LAW READS:

Days out of service: 20 business days during any one year period of the warranty Repairs : 4 repair attempts (also needs an FRA) Time period: Concern must occur within 2 years/24,000 miles after bumper to bumper warranty Time period for filing claims: 4 years from the date the defect is discovered. Does Lemon Law state nonconformity must continue to exist? Yes If applicable, safety-related repairs {# of repair attempts} Safety-related time period {# of months} / {# of miles}

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

Vehicle Meets Presumption of Lemon Law NO

RECOMMENDATION AND RATIONALE

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

Cust sks: 100% cost assistance

DSSM sts: N/A

SVM sts: Diagnosed the vehicle free of charge, she called customer assistance and we offered to go half and half with the customer. No RO generated so she wouldn't be charged with a diagnostic fee.

CRS Rationale: Offer of 50% cost assistance remains on the table, the customer rejected this offer wanting to proceed further up the chain

What are the 3 main strengths of the customer's case to w	win repurchase through Lemon Law
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What are the 3 mains <u>weaknesses</u> of the <u>customer's case</u> to win repurchase through Lemon Law - Ineligible

Decision reached by CRS: Arbitrate case:

Settle case: X

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

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

ADR File Checklist

SR Number:71-661001676 Customer: Make/Model/Year: Saturn/ION 2/2006 Received Date: 9/12/2008 Day 15 Da Primary Concern: steering warning comit	BBB Case: SAT0848896 VIN:1G8AJ55F26Z In Service: 1/24/2006 Mileage: 56,600 ate: 9/27/2008 Goes Active: ng on, hard to turn the wheel
 Case Scan / Acknowledgement (24 hrs Initial Calls (72 hrs): Customer Dealer Svc Mgr Dealer Finance Mgr AVM 	Completion Date/Time: 9/12/2008 / 4:20pm Completion Date/Time: 9/15/2008 / 8:39am Completion Date/Time: / Completion Date/Time: 9/15/2008 / 8:44am
Repair Orders Requested:	Received:
Sales Documents:	Received:
BARS / Finance Sheet	
Case Assessment (by Day 14): Lemon Law Eligible: Presumption:	Yes D No X Yes D No X
GM Position – Customer / BBB Due I	Date (7-10 days):
Settlement / Goodwill Offered Date:	
All Documents Attached (by Day 15)	
Arbitration Date:	
☑ Closing Activities: Settlement Executive Summary Close Siebel	Completion Date/Time: 9/30/2008 / 11:14am Completion Date/Time: 9/30/2008 / 11:14am Completion Date/Time: 9/30/2008 / 11:15am
DVM: Randy Duffy Service Dealer: SATURN OF HICKORY Selling Dealer: SATURN OF HICKORY	Node/Box: 404082 8815 Svc Mgr: Rob Contact:

NOTES:

BBB AUTO LINE Customer Claim Form

Case number: SAT0848896 Contact Date: 09/12/08 Start Date:

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

SECTION 1: CUSTOMER INFORMATION

Titled owner:			
Mailing address:			
City: Granite Falls	Stat	e: NC	Zip code:
Day phone	Evening phone:		Cell phone:
Fax:	E-mail address:		

SECTION 2: VEHICLE INFORMATION

_{Make:} Saturn	Model:	Ion2	_{Year:} 2006	Current mileage: 55546
Name(s) that appears on the vehicle	e title:			
Selling dealer/city/state: Toyota c	of Gastoni	a, Gaston	ia, NC	
Primary Servicing dealer/city/state: Saturn of Hickory,				
Acquired as 🗌 new 🛛 used 🔲	demo 🔲	leased	Is the vehicle in your po	ssession? 🛛 yes 🔲 no
Purchase/lease date: 07/21/07			Mileage at purchase/leas	e:
First repair attempt date: 07/23/07	7		First repair attempt mile	age: 35400
How often is the vehicle used for business purposes (percentage):	•		r of vehicles owned ed by the business:	Transmission type: X Automatic Annual
Has the vehicle been in an accident/	had body d	lamage?] yes 🛛 no	Date of accident:
Description of damage:				

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

Part replacement at no cost to me. Saturn has not recalled this item but having searched online I see it has ben a problem for them or should I say for customers. On a 2 year old car I don't think I should have to be facing power steering failure. I owe for 4.5 more years and bought based on rep.

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

VEHICLE INDENTIFICATION NUMBER	
Lienholder/Leasing Company	Phone Number
Account Number	

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

			51)	-
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
Electronic Steering Motor failure		1		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____ Date _____ I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700



September 12, 2008

NICK SENNEMA SATURN P O BOX 33171 DETROIT MI 48232-5171

Re:m01 SAT0848896: vs Saturn Corporation

Dear Madam/Sir:

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

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

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

Sincerely, William Clopton at Extension 502



General Motors

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

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

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

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

Please note:

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty. A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered. The customer will be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Repair or reimbursement claims that are not covered by the General Motors New Vehicle Limited Warranty but are covered by a service contract.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused bodily injury.
- Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple damages.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and General Motors.

OTHER IMPORTANT INFORMATION

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

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

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

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

Eligible Claims

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

Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.

The customer's vehicle must be:

- Owned or leased in the name of an individual;
- Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- Covered by a United States warranty.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle.
- Repurchase of the vehicle.
- Replacement of the vehicle if it was purchased or leased new

Repairs/Reimbursement for Repairs

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

Repurchase or Replacement

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The alleged defect does not meet General Motors specifications for the particular make and model vehicle, provided that specifications pertaining to the defect were given to the arbitrator;
- The alleged defect continues to exist at the time of the hearing; and

• The alleged defect was subject to repair at least three times by an authorized General Motors dealer.

If a repurchase or replacement is awarded, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- **Leased vehicle repurchase** To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- **Replacement of a vehicle purchased or leased new** The customer will receive a new and substantially identical vehicle (not including modifications or additions after the vehicle's purchase/lease) from the same model year or, if one is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

Important: Replacement is not an available remedy if the current customer purchased or leased a **used** vehicle.

Deductions/Exclusions from a Repurchase or Replacement Award

• The repurchase or replacement award will be reduced for the customer's use of the vehicle using the following formula:

Use	# miles attributable to the customer		Vehicle purchase
Deduction/ =	<u>at the time of the arbitration hearing</u>	х	price or gross
Payment	100,000		capitalized cost

- The award may be reduced based on damage to the vehicle exceeding normal wear and tear.
- The award will not include debt from a previous transaction.
- The award will not include any manufacturer rebate or manufacturer-sponsored credit card earnings the customer received or used as a downpayment or capitalized cost reduction.

STANDARDS OF THE NORTH CAROLINA LEMON LAW

The following is a brief explanation of most relevant provisions of the North Carolina lemon law. The complete text of the lemon law can be found at North Carolina Gen. Stat. section 20-351 *et seq*.

VEHICLES COVERED

The North Carolina lemon law covers any new motor vehicle or new motorcycle, sold or leased in the state. The lemon law does not cover used vehicles, mopeds, house trailers, or any motor vehicle (1) purchased or leased before October 1, 2005 that has a gross vehicle weight of 10,000 pounds or more or (2) purchased or leased on or after October 1, 2005 that weighs more than 10,000 pounds.

CONSUMERS COVERED

The lemon law covers the following consumers:

- 1. The purchaser, other than for purposes of resale, of a motor vehicle;
- 2. The lessee of a motor vehicle from a commercial lender, lessor or manufacturer or dealer; and
- 3. Any other person entitled by the terms of an express warranty to enforce its obligations.

VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

PROBLEMS COVERED

The lemon law covers any defect, condition, or series of defects or conditions that substantially impairs the value of the motor vehicle to the consumer. This is referred to as a *nonconformity*.

The lemon law provides manufacturers with an affirmative defense if it can be shown that an alleged nonconformity or series of nonconformities is the result of abuse, neglect, odometer tampering by the consumer, or unauthorized modifications or alterations of a motor vehicle.

MANUFACTURER'S DUTY TO REPAIR A VEHICLE

If a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of the express warranties or during a period of one year following the date of the motor vehicle's original delivery to the consumer, whichever is greater, then the manufacturer must make or arrange to have made the necessary repairs to conform the vehicle to the express warranties.

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The necessary repairs must be made even after the expiration of the term of the express warranties or the one year period.

Express warranties must be in effect for at least one year or 12,000 miles. The mileage limit of express warranties begins to accrue from the mileage on the odometer at the date of original delivery to the consumer.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting, or arranging for the repair or correction of, any nonconformity after a *reasonable number of repair attempts*, and the nonconformity occurred no later than two years or 24,000 miles following the motor vehicle's original delivery, then the manufacturer must, at the option of the consumer, either replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The North Carolina lemon law establishes a *presumption* that a reasonable number of repair attempts has been undertaken to conform a motor vehicle to the applicable express warranties if either of the following occurs:

- 1. The same nonconformity has been presented for repair to the manufacturer, its agent or authorized dealer four or more times but the nonconformity continues to exist; or
- 2. The motor vehicle was out of service to the consumer during or while awaiting repair of the nonconformity or a series of nonconformities for a cumulative total of 20 or more business days during any one year period of the warranty.

The express warranty term, one year period, and 20 day period are extended by any period of time during which repair services are not available to the consumer because of war, strike, or natural disaster.

The consumer may prove that a defect or condition substantially impairs the value of the motor vehicle to the consumer in a manner other than the terms of the *presumption* set out above.

NOTICE AND FINAL REPAIR ATTEMPT

The lemon law contains two provisions for written notice from the consumer to the manufacturer:

1. If the consumer wishes to rely on the *presumption* of a reasonable number of repair attempts, the consumer must notify the manufacturer directly in writing of the existence of the nonconformity or series of nonconformities, and allowed the manufacturer a reasonable period no longer than 15 calendar days to correct the nonconformity or series of nonconformities.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2005, Council of Better Business Bureaus, Inc. This notice requirement applies if the manufacturer clearly and conspicuously discloses to the consumer in the warranty or owners manual that written notification of a nonconformity is required before a consumer may be eligible for a refund or replacement. The manufacturer must also include in the warranty or owners manual the name and address where written notification may be sent.

2. A consumer bringing a civil action against the manufacturer must give the manufacturer written notice of his intent to bring the action at least 10 days prior to filing the suit.

DISPUTE RESOLUTION

The manufacturer may require that the consumer first utilize the informal dispute settlement procedure before bringing an action under the lemon law if:

- 1. The procedure complies with 16 C.F.R. Part 703, and
- 2. The manufacturer has clearly and conspicuously written this requirement into the written warranty and any warranty instructions provided to the consumer.

TIME PERIOD FOR FILING CLAIMS

Not specified in the lemon law. The North Carolina Department of Justice advises consumers to file claims within three years from the date the alleged defect is discovered.

A claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.

REMEDIES UNDER THE NORTH CAROLINA LEMON LAW

REPURCHASE OF AN OWNED VEHICLE

The North Carolina lemon law sets out the following amounts that a manufacturer must pay when it repurchases an owned motor vehicle under the lemon law:

- 1. The full contract price, including but not limited to charges for undercoating, dealer preparation and transportation, installed options, and the non-refundable portions of extended warranties and service contracts;
- 2. All collateral charges, including but not limited to sales tax, license and registration fees, and similar government charges;
- 3. All finance charges incurred by the consumer after the first report of the nonconformity to the manufacturer, its agent or authorized dealer; and
- 4. Any incidental damages and monetary consequential damages;
- 5. Less a reasonable allowance for the consumer's use of the vehicle.

Refunds must be made to the consumer and any lienholder as their interests may appear.

For vehicles purchased before October 1, 2005, the reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first report of the nonconformity to the manufacturer, its agent or authorized dealer, and during any subsequent period when the vehicle is not out of service because of repair. The reasonable allowance is presumed to be an amount calculated in accordance with the following formula:

Number of miles attributable to the consumerXCash Price100,000XCash Price

For vehicles purchased on or after October 1, 2005, the reasonable allowance for use is calculated in accordance with the following formula:

Number of miles used by the consumer up to the		
date of the third attempt to repair the same nonconformity		
which is the subject of the claim,		
or the twentieth cumulative business day when the vehicle is		
out of service by reason of repair of <u>one or more</u>		Vehicle
nonconformities, whichever occurs first	Х	purchase
120,000		price

REPURCHASE OF A LEASED VEHICLE

The North Carolina lemon law sets out the following amounts that a manufacturer must pay when it repurchases a leased motor vehicle under the lemon law:

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North Carolina

To the lessee:

- 1. All sums previously paid by the consumer under the terms of the lease;
- 2. All sums previously paid by the consumer in connection with entering into the lease agreement, including but not limited to any capitalized cost reduction, sales tax, license and registration fees, and similar government charges; and
- 3. Any incidental and monetary consequential damages;
- 4. Less a reasonable allowance for the consumer's use of the vehicle.

To the lessor:

- 1. 105% of the actual purchase cost of the vehicle to the lessor;
- 2. Less 85% of the amount actually paid by the consumer to the lessor pursuant to the lease.

Refunds must be made to the consumer and lessor as their interests may appear. The consumer's written lease must be terminated by the lessor without any penalty to the consumer. The lessor must transfer title of the motor vehicle to the manufacturer as necessary to effectuate the consumer's rights under the lemon law.

For vehicles leased before October 1, 2005, the reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first report of the nonconformity to the manufacturer, its agent or authorized dealer, and during any subsequent period when the vehicle is not out of service because of repair. The reasonable allowance is presumed to be an amount calculated in accordance with the following formula:

Number of miles attributable to the consumer 100,000	х	Actual purchase cost of the vehicle to the lessor
--	---	---

For vehicles leased on or after October 1, 2005, the reasonable allowance for use is calculated in accordance with the following formula:

Number of miles used by the consumer up to the		
date of the third attempt to repair the same nonconformity		
which is the subject of the claim,		
or the twentieth cumulative business day when the vehicle is		Lessor's
out of service by reason of repair of one or more		actual
nonconformities, whichever occurs first	Х	lease
120,000		price

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2005, Council of Better Business Bureaus, Inc.

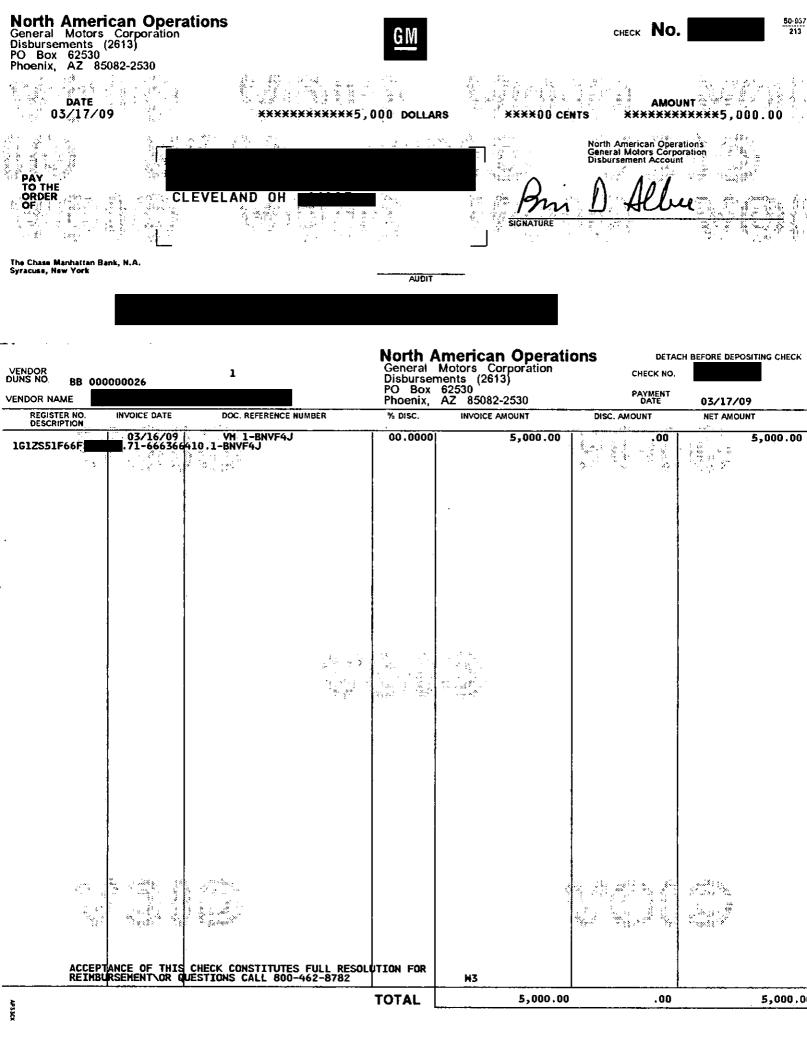
REPLACEMENT

When replacing a vehicle under the North Carolina lemon law, the manufacturer must replace the motor vehicle with a comparable new motor vehicle. The reasonable allowance for use does not apply to a replacement.

In the replacement of a leased vehicle, the lessor must transfer title of the motor vehicle to the manufacturer as necessary to effectuate the consumer's rights under the lemon law.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2005, Council of Better Business Bureaus, Inc.

North Carolina



March 12, 2009

Brad Riffe, Esq. Kahn & Associattes LLC 55 Public Sq Ste 650 Cleveland, OH 44113

v. General Motors Corporation
Service Request: 71-666366410
2006 Chevrolet Malibu
Vehicle Identification Number: 1G1ZS51F66F
Customer Relationship Specialist: Gina Perez

Dear Mr. Riffe:

Enclosed please find a check in the amount of \$5,000.00 made payable to to settle the above-referenced case.

A 36 months / 45,000 mile (whichever comes first) Steering Component Letter will be sent directly to Marlene Schein after processing.

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

Sincerely,

General Motors Corporation

LG0008 V07092007



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

VIA FAX ONLY

December 23, 2008

Service Manager Richard Vacca JACK MATIA CHEVROLET, INC. 1100 E BROAD ST ELYRIA , OH 44035-6306

RE:

Service Request: 71-666366410 2006 Chevrolet Malibu Vehicle Identification Number: 1G1ZS51F66F Customer Relationship Specialist: Michele Valykeo

Dear Richard Vacca:

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 write on the faxed copies the days down for the actual repair of vehicle for any repair order that is open for 5 days and over, or any repair order that the ticket is open longer than the vehicle was actually down for repairs.

Please fax them to (866) 554-4010. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at 866-790-5700 extension 21359 Monday through Friday between 9:00 a.m. and 5:45 p.m., Eastern Time.

Sincerely,

General Motors Corporation





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RELEASE OF CLAIM

I, (hereinafter referred to as "Releasor"), on behalf of myself and my assigns, heirs and executors, in consideration of: \$5,000.00 and a 36 month / 45,000 mile (whichever comes first) Steering Component Letter, from the warranty start date and original in-service miles, paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor 2006 Chevrolet Malibu bearing Vehicle Identification Number 1G1ZS51F66F ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor has initiated any court, arbitration or other proceeding against General Motors Corporation, Releasor immediately will dismiss the proceeding with prejudice.

As consideration for the payment described above to be tendered in the form of one check: the first, in the amount of \$5,000.00 made payable to

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

Releasor has carefully read and understand(s) this release. Releasor agree(s) and acknowledge(s) that this Release constitutes the entire agreement between Releasor and General Motors Corporation, and Releasor is 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 agree to the terms of this Release of All Claims

DATE SIGNED: _____

Claimant's Signature

Claimant's Signature

Address

Address

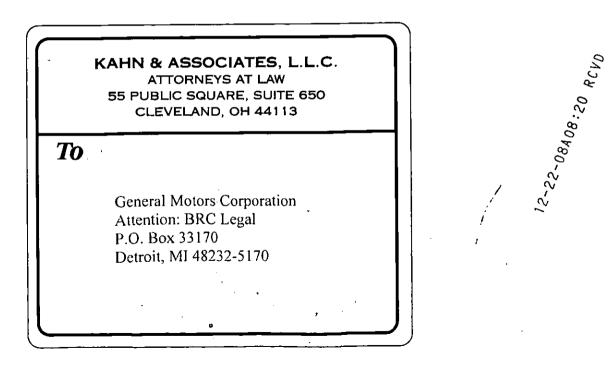
City, State, Zip Code

City, State, Zip Code

STATE OF	
COUNTY OF	
Sworn to (or affirmed) 20, by	and subscribed before me this day of,
	Signature of Notary Public
	Print, type or stamp Commissioned Name of Notary Public
	Personally Known OR Produced identification
	Type of identification
	My commission expires:
CC: File	

LG0029 V6302006





CALIFORNIA OFFICES NORTH - San Francisco - Satellite Office CENTRAL - Los Angeles SOUTH - San Diego - Satellite Office

π.

CONNECTICUT OFFICE Hartford

FLORIDA OFFICES NORTH - Jacksonville - Satellite Office CENTRAL - Tampa SOUTH - Miami - Satellite Office

> INDIANA OFFICE Indianapolis

MARYLAND OFFICE Baltimore

MASSACHUSETTS OFFICE Boston

KAHN & ASSOCIATES

Phone: 1-888-LEMONS-1 (536-6671) Fax: 1-888-868-6671 www.KahnandAssociates.com

CORPORATE HEADQUARTERS 55 Public Square • Suite 650 • Cleveland, Ohio 44113

Phone: (216) 621-6101 • Fax: (216) 621-6006

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

MICHIGAN OFFICE Detroit

MISSOURI OFFICE St. Louis

NORTH CAROLINA OFFICE

Raleigh

December 16, 2008

NEW JERSEY OFFICE Kenneth C. Ho, Esq.* Newark *Licensed in New Jersey

PENNSYLVANIA OFFICES EAST - Philadelphia WEST - Pittsburgh - Satellite Office

> TENNESSEE OFFICE Nashville

TEXAS OFFICES Austin - Satellite Office Dallas Houston - Satellite Office San Antonio - Satellite Office

> VIRGINIA OFFICE Richmond

VIA FIRST CLASS U.S. MAIL

General Motors Corporation Attention: BRC Legal P.O. Box 33170 Detroit, MI 48232-5170

> Re: **Our Client:** Vehicle: Date of Purch/Leas VIN: **Current Mileage: Our File No:**

	Settlement Demand
:	2006 Chevrolet Malibu
e:	August 9, 2006
	1G1ZS51F66F
	30,982
	V CM

Dear Case Manager:

Please be advised that this office has been retained by regarding the abovereferenced vehicle which was obtained from Jack Matia Chevrolet (1100 East Broad Street, Elyria, Ohio 44035). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

- 1. Engine / Engine Light;
- 2. Engine;
- 3. Electrical System;
- 4. Noises;
- 5. Ignition;
- 6. Interior;
- 7. Windows;

8. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Ohio Lemon Law, the Magnuson-Moss Warranty Act and the Ohio Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. <u>Zabriskie Chevrolet, Inc. v. Smith</u>, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.¹

Please contact this office as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our client's possession and any other documents pertinent to this claim. Pursuant to the understanding reached in this matter between this office and your local counsel, both parties have agreed to waive informal arbitration in attempt to resolve this matter within forty (40) days from the date of this letter. If we are unsuccessful, we have been directed to commence formal legal proceedings against you.

Sincerely,

Brad Rifferre

G. Brad Riffe Attorney for Marlene Schein

Encls. cc:

.

¹Until this matter is resolved, our client reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.



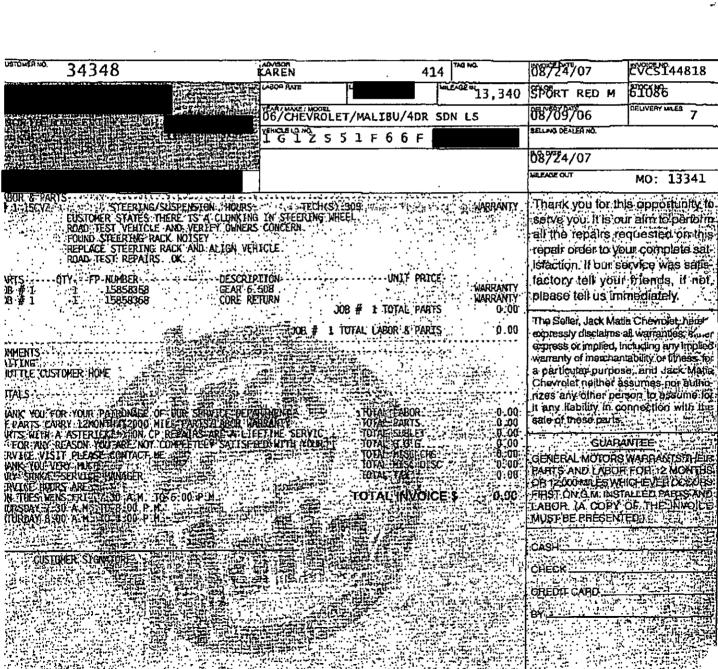


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JACK MATIA CHEVROLET

1100 East Broad Street • Elyria, Ohio 44035

Phones: Elyria (440) 365-7311 • Cleve. (440) 777-6336 • 1-800-346-0616 www.jackmatia.com • email: chevyservice@jackmatia.com



ាំខារ



EAST

2810 BISHOP ROAD WILLOUGHBY HILLS, OH 44092 440-585-9300 FAX 440-585-3679 WEST 25100 DETROIT ROAD WESTLAKE, OH 44145 440-899-8888 FAX 440-899-8099

7880 PEARL ROAD MEDINA, OH 44256 330-725-4588 FAX 330-723-7250

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	FT.E.NO.		0. NO.			
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durench Service 1100 East Broad Street • Elyria, Ohio 44035 Phones: Elyria (440) 365-7311 • Cleve. (440) 777-6336 • 1-800-346-0616 www.jackmatia.com • email: chevyservice@jackmatia.com

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DMER NO. 34348	ROBERT LOUDIN	210 TAG NG.	*02/25/08	CVCS151689
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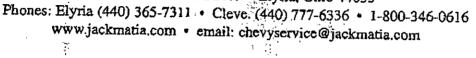
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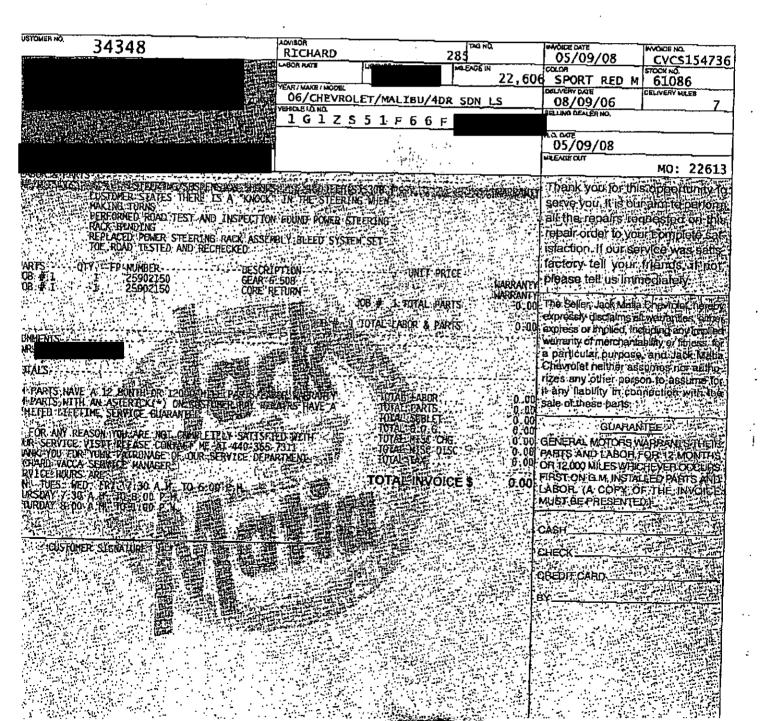
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34348			SPORT RED M	61086
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1100 East Broad Street Elyria, Ohio 44035

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OUSTOMER MA 34348	RICHARD	285 WG NO.	₩ŶĨ\$ <u>/1</u> 4/08	"CVCS16186
	LITTLABOR RATE	MILEAGE .N 30, 982	SPORT RED M	61086
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CUSTOLIER NO.	34348	-

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34348	RICHARD	285 TAG NO.	WIT/14/08	°ČVČŠ16186
	LABON RATE	MILEAGE IN 30.982	SPORT RED M	*61086
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Privileged and Confidential Information

CASE ASSESSMENT – LEGAL (NON SMALL CLAIMS)

By:Rocky Farias for Michele Valykeo State: OH

Customer Name:	Service Request: 71-6663	366410 GM Legal F	ile No.: {Number}
Vehicle ID No.: 1G1ZS51F66F In Se Year, Make & Model: 2006 Chevrolet Malibu Lien holder: GMAC Other : America Cre Was TAC contacted for this vehicle (Y/N)? :		1	-

If TAC was contacted, what did they say? No

If TAC was NOT contacted, why? (Ask Dealership)

VEHICLE REPAIR HISTORY

Engine/Fuel/Exhaust

Date:	<u>RO #:</u>	<u>Days Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
09/20/07	314933	1	14322	C/S the Engine Light was on. It went off yesterday. / Code P0442 Small Evap Leak at Gas Cap – Replaced gas cap with new one
09/20/07	314933	*	14322	C/S that the Temp Gauge seems to go right to a medium temperature at start up. Is this normal? / Checked for codes, none found. Gauge is working properly. – Could not duplicate customer's concern.

Steering

	<u>.a</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
08/24/07	144818	1	13340	C/S there is a clunking in steering wheel / Road test vehicle and verify owners concern. Found steering rack noisy. – Replaced steering rack and align vehicle. Road test. OK
02/25/06	151689	1	20205	C/S that when they turn there is a clunking, grinding noise in the steering wheel / Test drove to verify noise complaint Found noise coming from I-Shaft in the steering column. – Removed intermediate shaft. Install special lubricant, rotate and exercise steering shaft. Reinstalled, road tested and rechecked. All OK.
05/09/08	154736	1	22606	C/S there is a "knock" in steering when making turns / Performed road test and inspection. Found power steering rack binding – Replace power steering rack assembly. Bleed system, set toe. Road tested and rechecked.
10/03/08	160320	2	29269	C/S getting a clunk when turning / Found intermediate steering shaft making noise. Part has not been made available by GM to correct this problem – Customer will be contacted when parts are available.

10/03/08	160320	*	29269	C/S getting a rattle in front end / Only noise heard is from intermediate shaft – See line 1 for correction.
11/12/08	161867	2	30982	C/S getting clunk noise when turning / Performed road test and inspection. Found intermediate shaft binding. – Removed intermediate shaft, lubricated, reinstalled intermediate steering shaft. Newly designed intermediate steering shaft on national back-order. Road tested and rechecked. OK.
11/12/08	161867	*	30982	C/S getting rattle when driving, seems to come from passenger's side front / This complaint was corrected with correction clunk noise when turning. No repairs performed.

Body/	<u>Trim</u>			
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
02/25/06	151689	*	20205	C/S that passenger side mirror will not stay open / Inspected and found passenger side visor mirror lid broken – Removed and installed new mirror and rechecked. All OK.
10/03/08	160320	*	29269	C/S the cup holder in the back will not shut / Removed cup holder. Found piece of rubber locking cup holder and keeping from closing – Removed rubber and reinstalled. Operating properly now.

Electrical

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10/03/08	160320	*	29269	C/S that when turning key, nothing happens. Has to try second time before starts. / Checked vehicle for codes, none found. Checked ignition operations, no problems found at this time. – Unable to duplicate at this time.
10/03/08	160320	*	29269	C/S both power outlets in front are not working / Checked system over and found blown fuse – Replaced fuse and system operating properly now.

□ <u>Glass</u>

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10/03/08	160320	*	29269	C/S passenger front window rattles whenever closing door / Checked door panel and door operation – Could not find any problem with window or door. Could not duplicate concern at this time.
11/12/08	161867	*	30982	C/S when passenger side window is about ³ / ₄ or the way down it rattles when you close the door like glass is loose. / Performed road test and inspection including removal of passenger's front door power window regulator. Found regulator with excessive wear. – Replaced passenger's front door power window regulator. Rechecked. Reinstalled interior trim panel. Road tested and rechecked. All OK.

Accident/Insurance Information:

Has the vehicle ever been involved in an accident Y or N? Did you confirm your answer with the dealer/attorney Y or N? What type of damage was sustained (example front end collision)

Are the RO's attached if the vehicle was in an accident Y or N

Has the customer filed any insurances claims on this Vehicle Y or N

If Yes. Did the insurance company deny the claim? Y or N

Are there any Aftermarket Modifications to the Vehicle Y or N Have you confirm this with the dealership Y or N

If "Yes" to aftermarket, please list:

THE STATE LEMON LAW READS:

Days out of service: Cumulative total of 30 or more calendar days Repairs: The same nonconformity has been subject to repair 3 or more times

Time period : 12 months following date of original delivery or 18,000 miles of operation, whichever comes first Does Lemon Law state nonconformity must continue to exist? Yes If applicable, safety-related repairs: 1 Safety-related time period: 12 months following date of original delivery or 18,000 miles of operation, whichever comes first

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

PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: Date & Offer/Result:

Concern: Date & Offer/Result:

Concern: Date & Offer/Result:

RECOMMENDATION

RATIONALE

REASON FOR REMOVAL

CRS FINAL OFFER:

DATE:

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

PLAINTIFF'S FINAL DEMAND:

DATE:

AMOUNT TO CUST: \$

ATTORNEY FEES: \$ OR INCLUSIVE OFFER: \$

TEAM MANAGER APPROVING:

Date:

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

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

ken.whitfield@gm.com 12/24/2008 10:10 AM To michele_valykeo@gmexpert.com cc bcc Subject Re: SR# 71-666366410/Customer: Internet (BRC Legal N.I.S.M.

B) I am not aware of this vehicle or customer's concerns. However, I would like to review any potential offer of repurchase before it is made.

Ken Whitfield

North Central Region DVM / Cleveland, OH B-P-G

Any questions, concerns, or comments, contact: Ken Whitfield @

🖀 PH: (800) 823-0055 (8197) 🗎 FAX: (440) 8466239 💻 KEN.WHITFIELD@ gm.com

To learn more about GM's great lineup of cars and trucks, go to <u>www.GM.com</u>. Did you know all 2008 Chevrolet, Buick, Pontiac, GMC, Saturn, Hummer, Saab and Cadillac models are backed by the GM 5 year, 100,000 mile warranty? It's the best coverage in America from the biggest brand in America. GM...the global company that's proud to be American.

michele_valykeo@gmexpert.com

12/23/2008 04:24 PM

^{To} paul.aardal@gm.com ^{CC} ken.whitfield@gm.com Subject SR# 71-666366410/Customer:

/BRC Legal N.I.S.M.

DVMs Kenneth Whitfield & Paul Aardal:

Hello, my name is Michele Valykeo. This email is to follow up on my voicemail regarding Service Request 71-666366410. for customer **Service** The customer's vehicle is a 2006 Chevrolet Malibu with 28,900 miles. VIN: 1G1ZS51F66F The customer has been working with Jack Matia Chevrolet of Elyria, OH & Pat Obrien Chevrolet W. of Westlake, OH. Due to time constraints, your response to this e-mail is required within 24 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) and would like to review any potential offer of repurchase before it is made.

B) I am not aware of this vehicle or customer's concerns. However, I would like to review any potential offer of repurchase before it is made.

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).

Please reply only by email with one of the above options 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,

Michele Valykeo Business Resource Center

Aditya Birla Minacs

Phone: (866) 790-5700 ext. 21359 Fax: (866) 554-4010 Email: michele_valykeo@gmexpert.com



General Motors Corporation Business Resonance Center PO Box 33170 Defroit, MI 48232-5170

VIA FAX ONLY

December 23, 2008

Brad Riffe, Esq. Kahn & Associattes LLC 55 Public Sq Ste 650 Cleveland, OH 44113

RE:

Service Request: 71-666366410 2006 Chevrolet Malibu Vehicle Identification Number: 1G1ZS51F66F Customer Relationship Specialist: Michele Valykeo

Dear Mr. Riffe:

This is to advise that General Motors is in receipt of the above referenced case dated December 16, 2008. 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.

\boxtimes
\boxtimes

Copy of owner's current title and/or registration Other: Release of Lien/Payment History General Motors Corr

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



Finance agreement Buyer's agreement

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

Sincerely,

General Motors Corporation













RELEASE OF LIEN INFORMATION

Ι	,
(Client's Name)	,
hereby authorize(Lien holder Na	
(Lien holder Na	ame)
(Lien holder Address)	(Lien holder Phone Number)
to release any and all information regard	ding my loan account # (Account Number)
	(Account Number)
with	
(Lien holder Name)	
to General Motors Corporation, includin	ng but not limited to a complete payment history of my account, a
loan payoff amount, and per diem inform	mation.
_	
Date	
V	EHICLE INFORMATION
The current vehicle miles a is	Date mileage read:
The current vehicle inneage is	
Signature	Signature















STATE OF OHIO - BUREAU OF MOTOR VEHICLES CERTIFICATE OF REGISTRATION

PLATE NO.: REG. DATE: 04 /ALIDATION NO.: DWNER NAME:	1/26/2008 EXP. DATE: 04/26/2009 ISSUE DAT VEHICLE OWNERSHIP		APP NO.: AGENCY: 4723 USER ID: DR
WNER ADDR.: JITY: TATE OH ZIP; AX DISTRICT: N RIDGEVILLE OUNTY: LORAIN			OLD APP NO. OLD PLATE;
VSIDE CORP LIMIT: YES EHICLE YEAR: 2006 ODY TYPE: 4S	VEHICLE CLASS: PASSENGER ODOMETER READING: 07 MAKE: CHEV	STATE FEES	S: \$31.00
ERTIFICATE TITLE NO.: EH. SERIAL NO.: 1G12S51F66F URCHASE DATE: 08/09/2006 EW	PLATE TYPE: SUNBURST REG TYPE: RENEWAL SUSPENSION/REVOCATION: NO PRIOR OPERATION: YES	LOCAL TAX: REFL/CO. FI DEPUTY FEE	EE: \$0.00
	FEES PAID: YES	TOTAL FEES	5: \$49.50

in Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.

It is also illegal for any motor vehicle owner to allow anyong else to drive the owner's vehicle without FR coverage.

PROOF OF COVERAGE IS REQUIRED Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances*Upon random checks by the Registrar of Motor Vehicles.

ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF DISLIPANCE OR OTHER COVERAGE WILL - Lose his or her driver license for 90 days on first offense, one year on second offense* Lose his or her license places and vehicle registration*Pay reinstatement fees of \$75.00 on first offense, \$250.00 for second offense, and \$500.00 on any additional offense* Pay a \$50.00 penalty for any failure to surfender his or her driver license, license, license, places or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bireau of Motor Venetes for FIVE YEARS.

ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violat 5 the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for HVE YEARS.

IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT DISURANCE OR OTHER FR COMPRACE. In addition to all the penaltics listed above, you may have A SECURITY SUSPENSION for TWO YEARS or more and A FUDGEMENT SUSPENSION INDERNITIES (Unit) all damages have been satisfied). THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE. WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING: AN INSURANCE POLICY showing automobile liability insurance of at least \$12,500 bodily injury per person, \$25,000 injury two or more persons, and \$7,500 property damage AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance company*A BMV BOND SECURED BY REAL ESTATE taving equity of at least \$60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of \$30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

l affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

<u>SIGNATURE ON FILE</u>

SIGNATURE OF OWNER(S)

VARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13. PPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

DO NOT DISCARD. THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.

BMV5701 08/05

hianes en: 015/2002 12:31:30 PM

CUSTOMER COPY

DATE

RELEASE OF CLAIM

(hereinafter referred to as "Releasor"), on behalf of myself and my assigns, heirs and I. executors, in consideration of: \$5,000.00 and a 36 month / 45,000 mile (whichever comes first) Steering Component Letter, from the warranty start date and original in-service miles, paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor 2006 Chevrolet Malibu bearing Vehicle Identification Number 1G1ZS51F66F ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor has initiated any court, arbitration or other proceeding against General Motors Corporation, Releasor immediately will dismiss the proceeding with prejudice.

As consideration for the payment described above to be tendered in the form of one check: the first, in the amount of \$5,000.00 made payable to Marlene Schein and Kahn & Associates, L.L.C.

The subject vehicle's mileage is 34379 on the date of the signing of this release.

Releasor has carefully read and understand(s) this release. Releasor agree(s) and acknowledge(s) that this Release constitutes the entire agreement between Releasor and General Motors Corporation, and Releasor is 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.

DATE SIGNED: 3609	
Claimant's Signature	Claimant's Signature
Address	Address
Nouth Ridgeville Offic	
City, State, Zip Code	City, State, Zip Code

I agree to the terms of this Release of All Claims

STATE OF	Hio
COUNTY OF	Orain
Sworn to (by Marlene Schein,	or affirmed) and subscribed before me this <u>6</u> day of <u>March</u> , 20 <u>09</u> . <u>Jana G.</u> <u>Jhanas</u> Signature of Notary Public
	Print, type or stamp Commissioned Name of Notary Public Personally Known OR Produced identification
CC: File	Type of identification My commission expires: I AURA A. THOMAS, Notary Public State of Ohic, Cuyahoga County My Commission Expires Oct. 10, ZOLD

LG0029 V6302006

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> CONNECTICUT Hartford

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CORPORATE HEADQUARTERS 55 Public Square • Suite 650 • Cleveland, OH 44113 Phone: (216) 621-6101 • Fax: (216) 621-6006

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MICHIGAN OFFICE MISSOURI OFFICE Detroit St. Louis NORTH CAROLINA OFFICE Raleigh NEW JERSEY OFFICE Kenneth C. Ho, Esq* Newark *Licensed in New Jersey

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> TENNESSEE OFFICE Nashville

TEXAS OFFICES Austin - Satellite Office Dallas Houston - Satellite Office San Antonio - Satellite Office

VIRGINIA OFFICE Richmond

FACSIMILE TRANSMITTAL COVER PAGE

If there is a problem with transmission or if all pages are not received, please call 1-888-536-6671 for retransmission.

Hello Michelle

Attached, please find the requested documents for Ms. Schein Service Request No.# 71-666366410

Thank you

3	

 Katie A. Andrysek | Kahn & Associates | Litigation Paralegal

 Corporate Headquarters | 55 Public Square | Suite 650 | Cleveland, Ohio 44113

 Additional Offices | Please Click State Link Below for More State Office Locations

 P 888 536 6671 | F 888 868 6671 | www.kahnandassociates.com

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From: Altenion Katie CC: Attorney Here is my paper work For my Please letme Know if you Car. Need Any other Information 2006 Chevy Malibu. Please Let me know when you. get this fax. VJo-K# Home#

Shank You

From: Kahn & Associates, L.L.C.

. . .

NON-NEGOTIABLE - FOR REGISTRATION ONLY 47 0120 7103 ISSUMBERTY LORAIN STATE OF OHIO NO. MEMORANDUM TITLE READE BATE 03/10/2008 YEAR MAKE MAKE DESCRIPTION 2008 CHEV CHEVROLET IDENTIFICATION NUMBER 1G1ZS51F66F BOOTTYPE MODEL MODEL DEBORIFICH FURCHASE PRICE CAMEN75 MALIBU LS MA \$17,045.93 4Denterio: tox \$990.37 MLEAGE OH MCO - IN STATE 7 COMVERSION MORAN ACTUAL 5)(*43*3)(Si BBA9169 ्र<u>क्षस</u>्टह LICENSE EXPRES..... TRANSPEC SUBJED..... 1836K V.T. NORTH RIDGEVILLE, OH Register of Motor Vehicles FREVIOUS SCHER JACK MATIA CHEVROLET INC 47063519 MD000942 1100 EAST BROAD ST ELYRIA, OH 44035-0000 FIRST UBWOLDER DATE OF UEN 05/10/2008 AMERICREDIT FINANCIAL SERVICES LICENSE EXPIRES TRANSFER ISSUED P 0 BOX 182673 ARLINGTON, TX 76096 TRUCK WY

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF AUGUST, 2005

MA 94:86:11 6002/8/1 :9160 Page: 2/10

From: unknown

4-16.0

Registrer of Motor Vehicles

STATE OF OHIO - BUREAU OF MOTOR VEHICLES CERTIFICATE OF REGISTRATION REG. DATE: 08/10/2006 EXP. DATE: 04/26/2007 ISSUE DATE: 08/17/2006 APP NO.:

		AGENCY:	4723
VEHICLE OWNERSHIP:	SINGLE	USER ID:	RS
		OLD APP NO.	· · ·
VEHICLE CLASS: PASSENGER			
MAKE: CHEV	STATE FEI	ES:	\$1.00
PLATE TYPE:			
REG TYPE: TRANSFER	LOCAL TA	X:	\$0.00
and the second	REFL./CO.	FEE:	\$0.00
SUSPENSION/REVOCATION: NO	DEPUTY FI	SE:	\$3.50
PRIOR OPERATION: YES			
FEFS PAID- NO	,	ES:	\$4.50
	VEHICLE CLASS: PASSENGER ODOMETER READING: 07 MAKE: CHEV PLATE TYPE: REG TYPE: TRANSFER SUSPENSION/REVOCATION: NO PRIOR OPERATION: YES FEES PAID: NO	ODOMETER READING: 07 MAKE: CHEV PLATE TYPE: STATE FEB REG TYPE: TRANSFER LOCAL TA REFL/CO. SUSPENSION/REVOCATION: NO PRIOR OPERATION: YES	VEHICLE OWNERSHIP: SINGLE USER ID: OLD APP NO. OLD APP NO. OLD PLATE: VEHICLE CLASS: PASSENGER ODOMETER READING: 07 MAKE: CHEV STATE FEES: PLATE TYPE: REG TYPE: TRANSFER LOCAL TAX: REFL/CO. FEE: SUSPENSION/REVOCATION: NO DEPUTY FEE: PRIOR OPERATION: YES FEES PAID: NO TOTAL FEES:

In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.

It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without FR coverage,

PROOF OF COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances*Upon random checks by the Registrar of Motor Vehicles.

ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL. Lose his or her driver license for 90 days on first offense, one year on second offense* Lose his or her license plates and vehicle registration* Pay reinstatement fees of \$75.00 on first offense, \$250.00 for second offense, and \$500.00 on any additional offense* Pay a \$50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.

ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.

IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE. In addition to all the penalties listed above, you may have "A SECURITY SUSPENSION for TWO YEARS or more and "A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).

THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.

WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING: AN INSURANCE POLICY showing automobile liability insurance of at least \$12,500 bodily injury per person, \$25,000 injury two or more persons, and \$7,500 property damage*AN INSURANCE IDENTIFICATION CARD (same coverage)*A SURETY BOND OF \$30,000 issued by any authorized surery company or insurance company*A BMV BOND SECURED BY REAL ESTATE having equity of at least \$60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of \$30,000 on deposit with the Ohio Treasurer of State*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

X_____ SIGNATURE ON FILE

SIGNATURE OF OWNER(S)

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13. APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

DO NOT DISCARD. THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.

BMV5701 08/05

Prinade Am 3/19/2006 7:55:32 AM

CUSTOMER COPY

DATE

1 Date: 1/6/2009 1:05:34 PM

STATE OF OHIO - BUREAU CERTIFICATE OF I	-
LIDATION NO.;	04/26/2009 ISSUE DATE: 04/19/2008 APP NO.: AGENCY: 4723 VEHICLE OWNERSHIP: SINGLE USER ID: DR OLD APP NO.
VNER ADDR.: FY: ATE OH ZIP: X DISTRICT: N RIDGEVILLE	OLD PLATE:
UNTY: LORAIN Side CORP LIMIT: YES VEHICLE CLASS; HICLE YEAR: 2006 ODOMETER READING; DY TYPE: 4S Make: CHEV	PASSENGER 07 STATE FEES: \$31.00
RTIFICATE TITLE NO.:PLATE TYPE: SUNBURSH. SERIAL NO.:1G1ZS51F66FREG TYPE: RENEWALRCHASE DATE:08/09/2006	LOCAL TAX: \$15,00

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; is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without FR coverage.

ROOF OF COVERAGE IS REQUIRED. Whenever a police officer issues a traffic ticket*At all vehicle inspection stops*Upon traffic court appearances*Upon random hecks by the Registrar of Motor Vehicles.

NY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL. Lose his or her driver license for 90 days on first ffense, one year on second offense* Lose his or her license plates and vehicle registration*Pay reinstatement fees of \$75.00 on first offense, \$250.00 for second offense. ad \$500.00 on any additional offense*Pay a \$50.00 penalty for any failure to surrender his or her, driver license, license plates or registration AND*Be required to laintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bineau of Motor Vehicles for THREE or FIVE YEARS.

NCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates infiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third, or subsequent offenses, the vehicle will be forfeited and sold and the person will be permitted to register any motor vehicle in Ohio for FIVE YEARS.

YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER PR COVERAGE. In addition to all the penalties listed above, you may have*A ECURITY SUSPENSION for TWO YEARS or more and*A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).

HESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW. WARNING: THESE LAWS DO NOT PREVENT HE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE. HEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING: AN INSURANCE POLICY showing automobile liability surance of at least \$12,500 bodily injury per person, \$25,000 injury two, or more persons, and \$7,500 property damage*AN INSURANCE IDENTIFICATION CARD ame coverage)*A SURETY BOND OF \$30,000 issued by any authorized sarety company or insurance company*A BMV BOND SECURED BY REAL ESTATE ving equity of at least \$60,000*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of \$30,000 on deposit with the Ohio Treasurer of ate*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not perate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have een paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless pregistered.

By signing below I agree to and attest that all the above is true and accurate,

SIGNATURE ON FILE

IGNATURE OF OWNER(S) ARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2921.13. PLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

DO NOT DISCARD.

THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.

BMV5701 08/05

Friend on: 4/18/2002 12:21:30 PM

CUSTOMER COPY

From: Kahn & Associ	iates, L.L.C. To: 18665544010 JACK MATIA CHI		Date: 1/6/2009 1:05:35 PM	
	1100 EAST BROAD STREET • 1 TELEPHONE: ELYRIA 4 LORAIN 440-245-4116 • CLEVE	ELYRIA, OHIO 44 40-365-7311	<u>51900</u>	
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ealer hereby acknowledges receipt of the um of 5 <u>N/A</u> as a Deposit/Partial syment for the vehicle described above. If is Receipt is for a Deposit, Dealer will refrain om selling the described vehicle for days. This Deposit/Partial Psy- ent IS IS NOT refundable, subject to a conditions on the reverse side and the Howing:	I am aware that the balance of my trade-in vehicle or the owed on my lease turn-in exceeds the trade-in allowan Dealer and, as a result, i h quested that the cash pi the vehicle be increase \$ to cover n equity from my trade-in/the owed on my lease turn-in. X <b>FR CREDITS</b>	amount vehicle ce fram vave re- rice of ed by egative					QO
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L WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE CEALER ON IT'S OWN BEHALR DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR MPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS EA PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND BERVICES SOLD BY DEALER, DEALER NEITHER ASSUMES NOR AUTHORIZES Y OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A RITEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE RM OF THE WRITTEN WARRANTY/BERVICE CONTRACT.

NTRACTUAL DISCLOSUBE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS, LA INFORMACIÓN QUÉ VE EN EL 3MULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA FARTE DEL PRESENTE CONTRACTO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA POSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTÁ.

The front and back of this Agreement and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement inderstanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof 1 agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge elpt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. SALES STATES

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From: Kahn & Associates, L.L.C

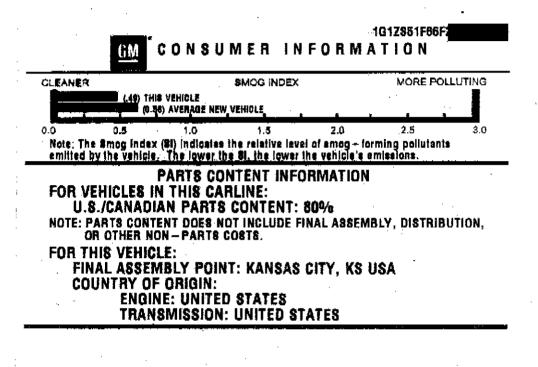
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To Paul.Aardal@GM.com cc bcc Subject (71-666366410) 2006 Chevrolet Malibu

DVM Paul Aardal:

This email is to follow up on Service Request 71-666366410 for customer Schein. The customer's vehicle is a 2006, Chevrolet Malibu with 36,379 miles. The customer has been working with Jack Matia Chevrolet, Inc in Elyria, OH.

After negotiations with the plaintiff's counsel, the final offer of CASH in the amount of \$5,000 inclusive of attorney's fees and a 36/45 Steering CCL was accepted.

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

Gina Perez Legal Agent - BRC Legal Department Aditya Birla Minacs 1-(866) 790-5600 x 31269 | gina_perez@gmexpert.com Fax # 866-233-2951

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PLEASE NOTE: ANY INBOUND OR OUTBOUND CALLS MAY BE MONITORED OR RECORDED. Please state clearly in your comments or voice mail messages if you would like to be called from a phone line that is not being recorded.



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

VIA FAX ONLY

December 23, 2008

Service Manager Joe Esturi PAT O BRIEN CHEVROLET WEST 25100 DETROIT ROAD WESTLAKE, OH 44145-2533

RE:

Service Request: 71-666366410 2006 Chevrolet Malibu Vehicle Identification Number: 1G1ZS51F66F Customer Relationship Specialist: Michele Valykeo

Dear Joe Esturi:

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 (866) 554-4010. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at 866-790-5700 extension 21359 Monday through Friday between 9:00 a.m. and 5:45 p.m., Eastern Time.

Sincerely,

General Motors Corporation





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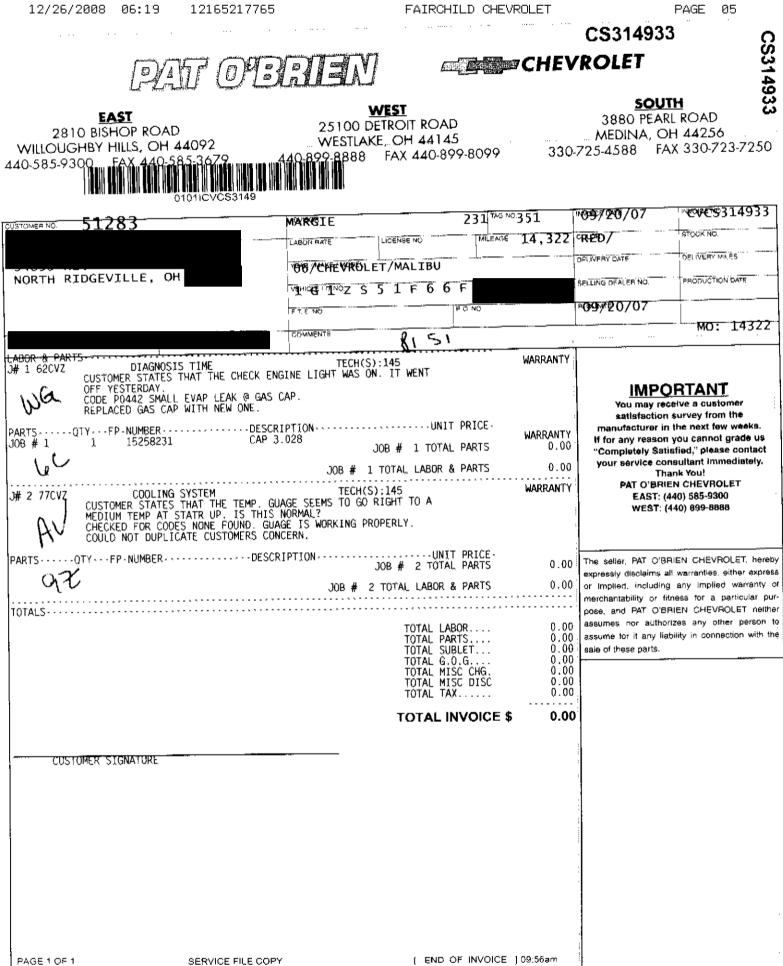


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The Reynolds and Reynolds Company ERAINTINVE SF642950 0 05071

Privileged and Confidential Information CASE ASSESSMENT – LEGAL (NON SMALL CLAIMS) By: Michele Valykeo/rf/nd—Gina Perez State: OH

Customer Name: Service Request: 71-666366410 GM Legal File No.: N/A

Vehicle ID No: 1G1ZS51F66FIn Service Date: 08/09/2006Vehicle is: NewBAC Code: 113581Year, Make & Model: 2006 Chevrolet MalibuVehicle Purchased Used on: 08/09/06Vehicle Purchased Used on: 08/09/06

Lien holder: Other : America Credit Was TAC contacted for this vehicle (Y/N)? : Yes, Case # Vehicle Purchased Used on: 08/09/06 at odometer 7 miles DVM requests Purchase Price of involvement?: Y Vehicle: \$18,056.55

If TAC was contacted, what did they say? Not steering related so much as related to the knocking in shaft. Bulletin stated not to lube. Dealers were to replace the rack and it took a while to come up with a new part for the engineering department of GM. The statement from TAC was that the part was still being engineered. The parts are made but they are on back order at this time.

VEHICLE REPAIR HISTORY

□ <u>Body/</u>	Body/Trim					
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:		
02/25/08	151689	*	20,205	C/S That passenger side mirror will not stay open. Inspected and found passenger side visor mirror lid broken. Removed and installed new mirror and rechecked. All OK. WARRANTY – Jack Matia Chevrolet, Inc. (Elyria, OH) 2-way courtesy shuttle provided.		
10/03/08	160320	*	29,269	C/S The cup holder in the back will not shut. Removed cup holder . Found piece of rubber locking cup holder and keeping from closing. Removed rubber and reinstalled. Operating properly now . WARRANTY - Jack Matia Chevrolet, Inc. (Elyria, OH)		
Electri	<u>cal</u>					
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:		
10/03/08	160320	*	29,269	C/S That when turning key, nothing happens. Has to try second time before starts. Checked vehicle for codes, none found. Checked ignition operations, no problems found at this time. Unable to duplicate at this time. OPERATING AS DESIGNED, CONCERN NOT DUPLICATED - Jack Matia Chevrolet, Inc. (Elyria, OH)		
		*		C/S Both power outlets in front are not working. Checked system over and found blown fuse. Replaced fuse and system operating properly now. WARRANTY - Jack Matia Chevrolet, Inc. (Elyria, OH)		
□ <u>Glass</u>						
Date:	<u>RO #:</u>	<u>Days Out</u> :	Mileage:	Description of Complaint and Repair Performed:		
10/03/08	160320	*	29,269	C/S Passenger front window rattles whenever closing door. Checked door panel and door operation. Could not find any problem with window or door. Could not duplicate concern at this time. OPERATING AS DESIGNED, CONCERN NOT DUPLICATED - Jack Matia Chevrolet, Inc. (Elyria, OH)		

11/12/08 161867 * 30,982 C/S When passenger side window is abo when you close the door like glass is loo inspection including removal of pas window regulator. Found regulator Replaced passenger's front door po Rechecked. Reinstalled interior trim rechecked. All OK. WARRANTY - Jack Matia Chevrolet, Inc. 1-day courtesy transportation provided	se. Performed road test and senger's front door power with excessive wear. wer window regulator. n panel. Road tested and
--	---

Engine/Fuel/Exhaust

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
09/20/07	314933	1	14,322	C/S The Engine Light was on. It went off yesterday. Code P0442 Small Evap Leak at Gas Cap. Replaced gas cap with new one. WARRANTY - Jack Matia Chevrolet, Inc. (Elyria, OH)
		*		C/S That the Temperature Gauge seems to go right to a medium temperature at start up. Is this normal? Checked for codes, none found. Gauge is working properly. Could not duplicate customer's concern. OPERATING AS DESIGNED, CONCERN NOT DUPLICATED - Jack Matia Chevrolet, Inc. (Elyria, OH)

⊠ Steering

		David Out	N 411	Description of Osmalaint and Densin Denfermend
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
08/24/07	144818	1	13,340	C/S There is a clunking in steering wheel. Road test vehicle and verify owners concern. Found steering rack noisy. Replaced steering rack and align vehicle. Road test. OK. WARRANTY - Jack Matia Chevrolet, Inc. (Elyria, OH)
02/25/08	151689	1	20,205	C/S That when they turn there is a clunking, grinding noise in the steering wheel. Test drove to verify noise complaint Found noise coming from I-Shaft in the steering column. Removed intermediate shaft. Install special lubricant, rotate and exercise steering shaft. Reinstalled, road tested and rechecked. All OK. WARRANTY - Jack Matia Chevrolet, Inc. (Elyria, OH) 2-way courtesy shuttle provided.
05/09/08	154736	1	22,606	C/S There is a "knock" in steering when making turns. Performed road test and inspection. Found power steering rack binding. Replace power steering rack assembly. Bleed system, set toe. Road tested and rechecked. WARRANTY - Jack Matia Chevrolet, Inc. (Elyria, OH)
10/03/08	160320	2	29,269	C/S Getting a clunk when turning. Found intermediate steering shaft making noise. Part has not been made available by GM to correct this problem. Customer will be contacted when parts are available. NO REPAIRS MADE AVAILABLE BY GM ON BACK ORDER - Jack Matia Chevrolet, Inc. (Elyria, OH)
		*		C/S Getting a rattle in front end. Only noise heard is from intermediate shaft. See line 1 for correction. NO REPAIRS MADE AVAILABLE BY GM ON BACK ORDER - Jack Matia Chevrolet, Inc. (Elyria, OH)
11/12/08	161867	2	30,982	C/S Getting clunk noise when turning. Performed road test and inspection.

Found intermediate shaft binding. **Removed intermediate shaft**, **lubricated**, **reinstalled intermediate steering shaft**. **Newly designed intermediate steering shaft on national back order**. **Road tested and rechecked**. **OK**. WARRANTY - Jack Matia Chevrolet, Inc. (Elvria, OH)

C/S Getting rattle when driving, seems to come from passenger's side front. **This complaint was corrected with correction clunk noise when turning. No repairs performed.** NO REPAIRS MADE ISSUE CORRECTED ON SEPARATE REPAIR (SAME RO) - Jack Matia Chevrolet, Inc. (Elvria, OH)

Accident/Insurance Information:

*

Has the vehicle ever been involved in an accident? No, not in any accidents to Service Manager's knowledge. Did you confirm your answer with the dealer/attorney? Yes What type of damage was sustained (example front end collision)? N/A Are the RO's attached if the vehicle was in an accident? No Has the customer filed any insurances claims on this Vehicle? No If Yes, did the insurance company deny the claim? N/A Are there any Aftermarket Modifications to the Vehicle? No Have you confirm this with the dealership Yes If "Yes" to aftermarket, please list: N/A

THE STATE LEMON LAW READS:

Days out of service: Cumulative total of 30 or more calendar days Repairs: 3 to same nonconformity.

Time period : **12 months / 18,000 miles** Does Lemon Law state nonconformity must continue to exist? **Yes** If applicable, safety-related repairs: **1** Safety-related time period: **12 months / 18,000 miles**

Number of repair attempts in the presumption period:	0
Total days out of service during the presumption period:	0
Total days out of service during customer's ownership:	8

PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

Concern: 71-666366410 - NISM (current)

Date & Offer/Result:

09/29/08 - Spoke to DVM Joe J. Semock -

DVM: Do you have any more files from Matia? CRS: Yes, this customer is complaining of knocking/noise in the vehicle and Richard is stating that she needs a new steering shaft. He mentioned that GM is coming out with a new I-shaft and wanted the customer to wait until then. The customer has had 2 steering gears replaced already as well. DVM: I see that, okay, I'll contact him on this and I'll get back to you. I'm checking the newest Bulletin and if doesn't say anything about a new I-shaft coming out. CRS: Great, thanks for your time.

09/30/08 - Spoke to DVM Joe J. Semock -

DVM: Hey Chad, I spoke with Richard about this 2006 Malibu and the customer's complaint about a steering clunk. Supposedly he did find another bulletin. There is a new I-shaft coming, but it doesn't say how soon. I reviewed the other Bulletin with him and advised to have her come back in and go through it. If she wants to bring it in, Richard would work on it. We'll re-grease it if needed. You can give her a CCL. It might be in our best interest to be proactive here. Call me back if needed.

12/24/08 - DVM Ken Whitfield Involvement Response -

B) I am not aware of this vehicle or customer's concerns. However, I would like to review any potential offer of repurchase before it is made.

Ken whitfield North Central Region

DVM/Cleveland, OH B-P-G

PH: (800) 823-0055 (8197) FAX: (440) 846-6239 EMAIL: Ken.Whitfield@GM.com

01/21/09 – DVM Paul Aardal Involvement Response –

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).

PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

Concern: 71-666366410 - NISM (current)

Date & Offer/Result:

09/25/08 – Spoke to Tammy Pruchinsky –

DLR: DIAGNOSIS September 05, 2008 gear assembly, power steering replaced. February 25, 2008 repositioned I-shaft to correct noise. August 24, 2007 gear assembly, power steering replaced. MAINTENANCE AT DLR: No, mainly warranty work. MISUSE/ABUSE/LACK OF MAINTENANCE: No, we have issues with two components replaced. CUST CAUSED OR PREVENTED: No. PREVIOUS OUT OF POCKET EXPENSES: No. RELATED TO AGE/MILEAGE: No. GENERAL CONDITION OF VEHICLE: Good.

09/26/08 – Spoke to Rich Vacca, Service Manager –

CRS: Calling with regards to this customer, wanted to verify if you're familiar with her? DLR: Yes, I was talking to her yesterday, I believe. She's complaining of the noise in the vehicle and I explained to her that there is a new I-shaft coming out, but we don't have an ETA. As well, she's scheduled to come in on the 3rd of October for another issue, but I can't remember what it is, but we have a rental waiting for her.

12/23/08 – Spoke to Service Manager Richard Vacca –

CRS: Advised that customer has retained attorney. DLR: States he is familiar with this. Noisy intermediate steering shaft. Only complaint. Put a steering rack in vehicle, that steering rack was replaced at 13,341 miles. Vehicle was not in any accidents to his knowledge. TAC has been called. Good notes on it. Not steering related so much as related to the knocking in shaft. Bulletin stated not to lube. We were to replace the rack and it took a while to come up with a new part for the engineering department of GM. One of the RO #'s has the Bulletin number on it. The statement from TAC was that the part was still being engineered. The parts are made but they are on back order at this time. No aftermarket.

01/21/09 – Spoke with Dave in Service –

Called dlr to verify customer's last date of service. Spoke to Dave in Service and he advised that the last time he saw the customer was on 11/12/08. I then inquired about the newly designed intermediate steering shaft that was on national back order. Dave informed me that he would have to check with the parts department regarding that. He placed me on hold while he researched the part. He then came back online and informed me that they had 2 in the truck that were being scanned in now. He then asked if she need one what this was for? I informed him that she filed for lemon law regarding this vehicle and issue. He then said, so we don't want to work on this vehicle or we don't? I informed him that we still have to repair the vehicle while under warranty. I informed him that they noted that the newly designed one was on back order. I then asked if there were other vehicle's waiting for this part to be placed on their vehicle's before

He informed me that that was a good question and he did not know. I then asked if she calls in again for the clunk/knock in steering issue, if they would replace her I-shaft with the new one and he said yes they would make the repair if they still had the part. Thanked Dave for his time and informed him that if I had additional questions that I would give him a call back.

PERTINENT FACTS FROM PREVIOUS SR'S WHICH RELATE TO YOUR EVALUATION

Concern: 71-666366410 – NISM (current)

Date & Offer/Result:

09/24/08 – Spoke to Customer Marlene Schein –

CUST: Concerned with the noise in the steering. DIr cannot fix. States GM is aware of the problem. Wondering if a part will be ready of if there's a recall on the part. ORIGINAL OWNER: Yes. PRIMARY DRIVER: Yes. PERSONAL/BUSINESS: Personal. WHERE PURCHASED: Jack Matia Chevrolet, Inc. EXTENDED SERVICE CONTRACT: No. CONCERN: 4th Repair on steering shaft. WHERE DIAGNOSED: DIr (Jack Matia) ESTIMATED COST OF REPAIR: Warranty. CURRENT LOCATION OF VEHICLE: With customer. WHERE MAINTENANCE PERFORMED: Wal-Mart PREVIOUS GM VEHICLE: Yes, Cavalier. PREVIOUS RELATED REPAIRS: 08/24/07 CUST: Seeks to know when the vehicle will be fixed or if the warranty could be extended.

09/30/08 – Spoke to Customer Marlene Schein –

CRS: Calling you back wit regards to your concern. I have spoke with the DVM who has reviewed the file with the dealership. At this point and time, if you're still experiencing the noise, the dealership will re-grease it for now. There is a new I-shaft being processed, but I do not have an ETA on it's release. However, we are willing to offer you a coverage letter for the issues you've experienced for additional coverage outside of your warranty. CUST: That's great, I'll think about it and call you back on Thursday. CRS: Understood, feel free to do so. Supplied contract information. If you call

back and need to leave me a voice mail, please quote your SR and give me your exact mileage. Customer verified home address.

RECOMMENDATION & RATIONALE Recommend Cash. \$2,500 to 5,000 inclusive with Steering CCL for 36/45. 10% = \$1,805.66 15% = \$2,708.48 20% = \$3,611.31 Warranty Totals = \$1,142.47

Not presumptive. Possible breach regarding clunk in steering. Total of 5 repair attempts. 1st at 13,340 (08/24/07) dlr found steering rack noisy and replaced. 2nd at 20,205 (02/25/08) dlr found noise in I-shaft, removed, lubed, rotated & exercised then reinstalled. 3rd at 22,606 (05/09/08) dlr found power steering rack binding and replaced the assembly. 4th at 29,269 (10/03/08) dlr found I-shaft making noise. Part for repair was not available, on national back order, no repairs made at this time. 5th at 30,982 (11/12/08) dlr found I-shaft binding again, however part was still not available and still on back order, no repairs made. Checked with dlr today and part is now available, got shipment of 2 today (01/21/09). Dlr is to call customer regarding repair to vehicle as part is now available.

REASON FOR REMOVAL

CRS FINAL OFFER:	DATE:	OFFER TO CUST: \$ ATTORNEY FEES: \$ OR INCLUSIVE OFFER: \$
PLAINTIFF'S FINAL DEMAND:	DATE:	AMOUNT TO CUST: \$
		ATTORNEY FEES: \$
		OR INCLUSIVE OFFER: \$
TEAM MANAGER APPROVING:		Date:

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

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

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"Brad Riffe" To <gina_perez@gmexpert.com> <BRiffe@kahnandassociat es.com> cc 02/02/2009 01:26 PM bcc Subject RE: 2006 Che

(71-666366410)

- 2006 Chevrolet Malibu

History: P This message has been replied to.

Gina

My client has accepted the offer. Will the CCL be mailed directly to her?

Thanks Brad

From: gina_perez@gmexpert.com [mailto:gina_perez@gmexpert.com] Sent: Friday, January 30, 2009 2:14 PM To: Brad Riffe Subject: RE: - 2006 Chevrolet Malibu (71-666366410)

Brad, How about \$5k and the 36/45 Steering CCL?

Gina M. Perez Legal Agent Aditya Birla Minacs Phone: 1-866-790-5600 X 31269 / Fax: 1-866-233-2951 / Email: gina_perez@gmexpert.com

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"Brad Riffe" <BRiffe@kahnandassociates.com>

01/30/2009 03:12 PM

To<gina_perez@gmexpert.com> cc SubjectRE: Marlene Schein – 2006 Chevrolet Malibu (71-666366410)

I can lower the demand to \$5,500. Thanks

Brad

From: gina_perez@gmexpert.com [mailto:gina_perez@gmexpert.com]
Sent: Friday, January 30, 2009 11:35 AM
To: Brad Riffe
Subject: RE: 2006 Chevrolet Malibu (71-666366410)

Good afternoon Brad,

Attached for your review and consideration, is a new proposed offer of settlement. Please advise.

Thank you for your cooperation and attention to this matter, I look forward to hearing from you soon.

Gina M. Perez Legal Agent Aditya Birla Minacs Phone: 1-866-790-5600 X 31269 / Fax: 1-866-233-2951 / Email: gina_perez@gmexpert.com

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"Brad Riffe" < BRiffe@kahnandassociates.com>

01/29/2009 03:10 PM

To<gina_perez@gmexpert.com> cc SubjectRE:**______**- 2006 Chevrolet Malibu (71-666366410)

Gina

My client has authorized me to issue a counter-demand in the amount of \$6,500 inclusive. Please let me know – thanks

Brad

Good afternoon Mr. Riffe,

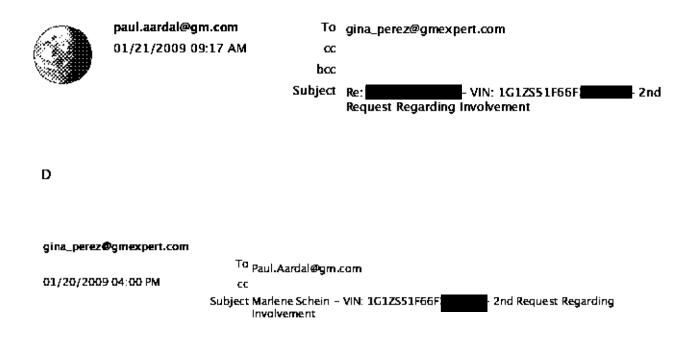
Attached you will find for your review and consideration a proposed settlement offer and release of claim for the above referenced matter. If you have any questions or comments, please do not hesitate to contact me.

Thank you for your cooperation and attention to this matter, I look forward to your response.

Gina M. Perez Legal Agent Aditya Birla Minacs Phone: 1-866-790-5600 X 31269 / Fax: 1-866-233-2951 / Email: gina_perez@gmexpert.com

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DVM Paul W. Aardal:

Hi, my name is Gina Perez. This email is regarding Service Request 71-666366410 for customer The customer's vehicle is a 2006, Chevrolet Malibu with 30,982 miles. The customer has been working with Jack Matia Chevrolet, inc in Elyria, OH. *Due to time constraints, your response to this e-mail is required within 24 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) and would like to review any potential offer of repurchase before it is made.

B) I am not aware of this vehicle or customer's concerns. However, I would like to review any potential offer of repurchase before it is made.

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 after the settlement has been reached).

Please reply with your choice of the above options within 24 hours. Your feedback will be documented and email attached to our case and is an important step in our accurate and timely case resolution.

Gina M. Perez Legal Agent Aditya Birla Minacs Phone: 1-866-790-5600 X 31269 / Fax: 1-866-233-2951 / Email: gina_perez@gmexpert.com

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PLEASE NOTE: ANY INBOUND OR OUTBOUND CALLS MAY BE MONITORED OR RECORDED. Please state clearly in your comments or voice mail messages if you would like to be called from a phone line that is not being recorded.

Michele Valykeo/Austin/GM1	
12/23/2008 04:24 PM	

DVMs Kenneth Whitfield & Paul Aardal:

Hello, my name is Michele Valykeo. This email is to follow up on my voicemail regarding Service Request 71-666366410. for customer and the customer's vehicle is a 2006 Chevrolet Malibu with 28,900 miles. VIN: 1G1ZS51F66F The customer has been working with Jack Matia Chevrolet of Elyria, OH & Pat Obrien Chevrolet W. of Westlake, OH. Due to time constraints, your response to this e-mail is required within 24 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:

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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).

Please reply only by email with one of the above options 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,

Michele Valykeo Business Resource Center

Aditya Birla Minacs

Phone: (866) 790-5700 ext. 21359 Fax: (866) 554-4010 Email: michele_valykeo@gmexpert.com

Form W-9 Perez December 1995) December 20 Die Treasury Franki Haverale Service		Request for Taxpaye tion Number and Ce		Give form to the requester. Do NOT send to the IRS.
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(SSN). However, if you	appropriate bex. For r social security number s are a resident allen OR a a tratructions on page 2.	Social secanty number		·
for other entitles, it is identification number (cuntuer, see How To	your employer EIM, I, you do not nave a	ÖR Employat identification number	With	ayees Exampt From Backup holding (See the insouctions ge 2)
	2 for guidelines on whose		▲━┯-┘ ┝ ╾	
Part III Certific	ation		-	
	- · · ·	and they want the second second second		

Under penalties of perjury 1 certify that;

- 1. The number shown on this form is my correct texpayer identification number (or I am waiting for a number to be issued to hel, and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or civiliands, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Gertification instructions.—You must cross out hem 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to record all interest and dividends on your tax return. For real estate transactions, them 2 does not apply. For monopage interest backup or adaption of secure property, cancellation of cebt, contributions to an individual retirement of secured property, cancellation of cebt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your cortect. The Certification, but you must

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Purpose of Form. —A person who is required to file an information recurr, with the IRS must get your correct taxbayer pertification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cencellation of oebit, or contributions you made to an IRA.

Use Form W-9 to give your correct TN to the person requesting it (the requester) and, when applicable, to:

 Certify the TIN you are giving a correct (or you are waiting for a humber to be issued).

 Cartily you are not subject to backup withholding, or

3. Claim examption from oackup withholding if you are an exempt payee.

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

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under-certain-conditions. This is called "beckup withholding." Payments that may be subject to backup withholding. include interest, dividenos, broker and barter exchange transactions, rens, royattles, nonemployee pay, and denain, payments from fishing boat operators. Real estate transactions are not subject to beckup withholoing.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not lumish your TBN to the requestor, or

2. This IRS tails the requester that you furnished an incorrect TIN, or

 The IRS tells you that you are subject to packup withholding because you did not report all your interest; and dividends on your tax return for reportable interest and dividends only), or

 You do not cattify to the requester that you are not subject to backup withholding under 3 sbove (for reportable interest and dividend accounts opened after 1983 only). oc... 5, You do not certity your TIN when required. See the Part III Instructions on page 2 for details.

.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-5.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of 550 for each such failure unlass your failure is ous to reasonable cause and not to willful negrecu

Civil Penalty for False information With Respect to Withholding.—If you make a taise statement with no reasonable basis that results in no beckup withholding, you are subject to a \$500 penalty.

Criminal Penetry for Faisitying Information.— Wilfully tastiying certifications or aftermations may subject you to criminal penaules including lines and/or imprisoament.

Misuse of TINs......(the requester discloses of uses TINe in violation of Federal law, the requester may be subject to civil and chminal penalties.

BBB AUTO LINE



November 6, 2008



Re:C14 PGM0850266: vs Pontiac/GMC Division 1G2ZG558X64

Dear

We have made two attempts to contact you by telephone to discuss your case. We need to hear from you before we can proceed. Please call the BBB as soon as possible at 800.955.5100.

The BBB AUTO LINE program operates in accordance with federal regulations that require us to complete each case within 40 days. Your help is necessary in order to move ahead. If we do not hear from you **within seven days** from the date on this letter, we will have to close your case.

If your case is closed, and you later decide to pursue your case through the BBB AUTO LINE program, a new case will be opened. If a new case is filed, we will make a new eligibility determination based on the manufacturer Program Summary guidelines in effect at that time.

We look forward to helping you in the resolution of your claim and await your call.

Sincerely,

John Ryan at Extension 529



GENERAL MOTORS BUSINESS RESOURCE CENTER

November 4, 2008

Joel Husher PROSTROLLO MOTOR COMPANY PO BOX 288 MADISON, SD 57042-0288

Re: Siebel Request: 71-668582701 2006 Pontiac G6 VIN # 1G2ZG558X64

Dear Mr. Bush:

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. Please mark out any personal information (such as social security numbers.) The specific documents needed are:

• A statement from the dealership (on dealership letterhead) verifying the actual days out of service for repair orders: 288250, 296438, and 300869. This letter should include a brief explanation for the reason that the repair order was left open.

Please fax them to the number found below. If there are any fax difficulties 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,

Rose Willimot

BRC Customer Relationship Manager Ph# 800-231-1841, extension 21599 FAX# 866-281-0327

BBB AUTO LINE Customer Claim Form

Case number: PGM0850266 Contact Date: 10/02/08 Start Date:

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

SECTION 1: CUSTOMER INFORMATION

Titled owner:		
Mailing address:		
City: Sioux Falls	State: SD	Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address:	

SECTION 2: VEHICLE INFORMATION

Make: Pontiac/GMC	Model:	G6	Year: 2006	Current mileage: 32300				
Name(s) that appears on the ve	hicle title:							
Selling dealer/city/state: Dell Rapids Pontiac, Dell Rapids, SD								
Primary Servicing dealer/city/state: Prostrollo's Auto Mall,								
Acquired as new used demo leased Is the vehicle in your possession? leased no								
Purchase/lease date: 06/10/06 Mileage at purchase/lease:								
First repair attempt date: 11/01/07 First repair attempt mileage: 0								
How often is the vehicle used for business purposes (percenta	2		r of vehicles owned ed by the business:	Transmission type: 🛛 Automatic 🔲 Manual				
Has the vehicle been in an accident/had body damage? 🗌 yes 🗵 no 🛛 🛛 Date of accident:								
Description of damage:								

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

I would like some information has to how to declare it a lemon or more information as to where to go from here. Compensation

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

VEHICLE INDENTIFICATION NUMBER						
Lienholder/Leasing Company	Phone Number					
Account Number						

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

SECTION 4: VEHICLE PROB	CEMS (LISC Primary P		51)	-
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:				
			4/23/06 3,500 miles 5 days	
A/C won't cool properly	Any Dealer, Inc.	2	6/10/07 12,700 miles 1 day	yes
sunroof leaks air and very noisy		2		no
starter- long crank time		2		yes
popping noise when turning steering wheel		15		yes
fog light switch		1		no
repaint hood		1		no

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____ Date _____ I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700



October 2, 2008

ROSE WILLIMOT PONTIAC/GMC P O BOX 33172 DETROIT MI 48232

Re:m01 PGM0850266: vs Pontiac/GMC Division

Dear Madam/Sir:

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

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

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

Sincerely, John Ryan at Extension 529



General Motors

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

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

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

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

Please note:

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty. A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered. The customer will be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Repair or reimbursement claims that are not covered by the General Motors New Vehicle Limited Warranty but are covered by a service contract.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused bodily injury.
- Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple damages.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and General Motors.

OTHER IMPORTANT INFORMATION

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

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

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

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

Eligible Claims

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

Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.

The customer's vehicle must be:

- Owned or leased in the name of an individual;
- Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- Covered by a United States warranty.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle.
- Repurchase of the vehicle.
- Replacement of the vehicle if it was purchased or leased new

Repairs/Reimbursement for Repairs

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

Repurchase or Replacement

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The alleged defect does not meet General Motors specifications for the particular make and model vehicle, provided that specifications pertaining to the defect were given to the arbitrator;
- The alleged defect continues to exist at the time of the hearing; and

• The alleged defect was subject to repair at least three times by an authorized General Motors dealer.

If a repurchase or replacement is awarded, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- **Leased vehicle repurchase** To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- **Replacement of a vehicle purchased or leased new** The customer will receive a new and substantially identical vehicle (not including modifications or additions after the vehicle's purchase/lease) from the same model year or, if one is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

Important: Replacement is not an available remedy if the current customer purchased or leased a **used** vehicle.

Deductions/Exclusions from a Repurchase or Replacement Award

• The repurchase or replacement award will be reduced for the customer's use of the vehicle using the following formula:

Use	# miles attributable to the customer		Vehicle purchase
Deduction/ =	<u>at the time of the arbitration hearing</u>	х	price or gross
Payment	100,000		capitalized cost

- The award may be reduced based on damage to the vehicle exceeding normal wear and tear.
- The award will not include debt from a previous transaction.
- The award will not include any manufacturer rebate or manufacturer-sponsored credit card earnings the customer received or used as a downpayment or capitalized cost reduction.

STANDARDS OF THE SOUTH DAKOTA LEMON LAW

The following is a brief explanation of most relevant provisions of the South Dakota lemon law. The complete text of the lemon law can be found at S.D. Codified Laws Ann. § 32-6D-1 *et seq*.

VEHICLES COVERED

The South Dakota lemon law covers any motor vehicle intended primarily for use and operation on the public highways.

The lemon law appears to cover used vehicles, but does not cover motor homes or vehicles with a manufacturer's gross vehicle weight rating of 10,000 pounds or more.

CONSUMERS COVERED

The lemon law covers the following "consumers":

- 1. The purchaser, for purposes other than resale, of a new or previously untitled motor vehicle used in substantial part for personal, family or household purposes; and
- 2. Any other person entitled by the terms of the warranty to enforce its obligations.

The lemon law appears not to cover a lessee.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

The lemon law covers any "nonconforming condition", which it defines as any condition of a motor vehicle that:

- 1. Is not in conformity with the terms of an express warranty issued by the manufacturer to a consumer;
- 2. Significantly impairs the use, value or safety of the motor vehicle; and
- 3. Occurs or arises solely in the course of the ordinary use of the motor vehicle.

The lemon law does not cover any condition that arises or occurs as a result of abuse, neglect, modification or alteration of the motor vehicle not authorized by the manufacturer, or from any accident or other damage to the motor vehicle that occurs or arises after the motor vehicle was delivered by an authorized dealer to the consumer.

LEMON LAW RIGHTS PERIOD

The lemon law establishes a "lemon law rights period", which it defines as the period ending one year after the date of the motor vehicle's original delivery to a consumer, or the first 12,000 miles of operation, whichever occurs first.

MANUFACTURER'S DUTY TO REPAIR

If a motor vehicle does not conform to any applicable express warranty, and the consumer delivers the motor vehicle to the manufacturer or its authorized dealer and reports the nonconforming condition during the lemon law rights period, then the manufacturer must make the necessary repairs to remedy the nonconforming condition.

If notice of the nonconforming condition was first given during the lemon law rights period, the necessary repairs must be made even if the lemon law rights period has expired. However, the manufacturer's duty to repair the nonconforming condition does not extend beyond two years after the vehicle's delivery or 24,000 miles, whichever occurs first.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer or its authorized dealer is unable after a *reasonable number of attempts* to conform the motor vehicle to any express warranty by repairing or correcting a nonconforming condition that first occurred during the lemon law rights period, the manufacturer must, at the consumer's option, either replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The South Dakota lemon law establishes a *presumption* that a reasonable number of attempts has been undertaken to conform a motor vehicle to the applicable express warranties if, during the period of two years following the motor vehicle's delivery or 24,000 miles, whichever is earlier, either of the following occurs:

- 1. The same nonconforming condition was subject to repair attempts four or more times by the manufacturer or its authorized dealers, at least one attempt occurred during the lemon law rights period, plus the manufacturer had a final repair attempt, and the nonconforming condition continues to exist; or
- 2. The motor vehicle was out of service and in the custody of the manufacturer or an authorized dealer due to repair attempts for a cumulative total of 30 or more calendar days, including the final repair attempt, and at least one repair attempt occurred during the lemon law rights period.

The 30 day period is extended by any period of time during which repair could not be performed because of conditions beyond the control of the manufacturer or authorized dealers, such as war, invasion, strike, fire, flood, or other natural disaster.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. Updated 7/1/2007 © 2007, Council of Better Business Bureaus, Inc.

NOTICE AND OPPORTUNITY TO REPAIR

Before commencing any civil action, the consumer must notify the manufacturer by certified mail of a nonconforming condition and demand correction or repair. The notice must describe the motor vehicle, nonconforming condition, and all previous attempts to correct the nonconforming condition, including the identities of persons who made the attempts and the times the attempts were made.

If the number of repair attempts that have been undertaken meets the above *presumption* at the time notice is given, the consumer must give the manufacturer a final opportunity to cure the nonconforming condition. Within seven days of receiving the written notice of a nonconforming condition, the manufacturer must notify the consumer of a reasonably accessible repair facility. After the consumer delivers the vehicle to the repair facility, the manufacturer has fourteen days to correct the nonconforming condition and conform the vehicle to the express warranty.

DISPUTE RESOLUTION

If the manufacturer has established an informal dispute settlement procedure conducted within South Dakota that complies with 16 C.F.R. Part 703, then the consumer must first exhaust any remedy afforded by the procedure before instituting a cause of action under the lemon law.

TIME PERIOD FOR FILING CLAIMS

An action must be commenced within three years following the date of the vehicle's original delivery to the consumer.

REMEDIES UNDER THE SOUTH DAKOTA LEMON LAW

REPURCHASE

The South Dakota lemon law sets out the following amounts that a manufacturer must pay when it repurchases a motor vehicle under the lemon law:

- 1. The full contract price, including charges for undercoating, dealer preparation and transportation charges, installed options, and the nonrefundable portions of extended warranties and service contracts;
- 2. All collateral charges, including excise tax, license and registration fees, and similar government charges;
- 3. All finance charges incurred by the consumer after the first report of the nonconformity to the manufacturer and its authorized dealer; and
- 4. Incidental damages, including the reasonable cost of alternative transportation during the period that the consumer is without the use of the motor vehicle because of the nonconforming condition;
- 5. Less a reasonable allowance for the consumer's use of the motor vehicle.

Refunds must be made to the consumer and lienholder, if any, as their interests may appear.

The reasonable allowance for use is that amount directly attributable to use by the consumer before the first report of the nonconformity to the manufacturer or authorized dealer. The reasonable allowance must be calculated in accordance with the following formula:

reasonable		# miles vehicle traveled before		full
allowance	=	the first report of nonconformity	Х	purchase
for use		100,000		price

REPLACEMENT

When replacing a vehicle under the South Dakota lemon law, the manufacturer must provide a comparable new motor vehicle. The replacement must be accompanied by a refund of all collateral charges, including excise tax, license and registration fees and similar government charges.

The reasonable allowance for use does not apply to a replacement.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. Updated 7/1/2007 © 2007, Council of Better Business Bureaus, Inc.

RCMPR010	VEHICLE DEI PROCESSING	LIVERY/INCEN SOURCE: PON	TIVE HISTORY TIAC	I	06/ 14: PAGE:	09/07 58:42 1
VIN: 1G2ZG558X 64		SELLG SCE:	16 MDL YR	: 06	ORD NO: J	MPHHJ
ODATE: 09/02/05 ORDEF DDATE: 04/22/06 DLVY						15286
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	-	INCENTIVES				
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	CHECK NO: INC MEMO NO: MISC:	00030121566	SSN: AUTH PUR		TYPE: 6	
CODE PAY SS/SITE FFC 01 16 15286	INV/INC NO 00030121566	DATE 04/25/06	AMOUNT 29.64		DLR SHR 0.00	
	CHECK NO: INC MEMO NO: MISC:	00030121566	SSN: AUTH PUR		TYPE: 6	
CODE PAY SS/SITE XJC 01 16 15286	INV/INC NO 082088	DATE 05/16/06	AMOUNT 2,984.75	MTHD OP	DLR SHR 0.00	STAT 9
PROCESS TYPE: 004 DATA SCE: GMAC MISC DATE: 04/21/06 POLICY PYMT CMNT:	CHECK NO: INC MEMO NO: MISC: 0000010		SSN: AUTH PUR		TYPE: 6	

ADR File Checklist

SR Numbe <u>r: 71-66858</u> 2701	BBB Case: PGM0850266
Customer:	VIN: 1G2ZG558X64
Make/Model/Year: Pontiac/G6/2006	In Service : 4/22/2006 Mileage: 32,300
· · · · ·	ate: 10/17/2008 Goes Active:
Primary Concern: Steering	
Case Scan / Acknowledgement (24 hrs	S) Completion Date/Time: 10/3/2008 01:05PM
Initial Calls (72 hrs):	
Customer	Completion Date/Time: 10/3/2008 / 01:05PM
🔀 Dealer Svc Mgr	Completion Date/Time: 10/3/2008 / 01:50PM
Dealer Finance Mgr	Completion Date/Time: /
\mathbf{X} AVM	Completion Date/Time: 10/3/2008 / 03:39PM
Repair Orders Requested: 10/3/2008	02:28 PM Received: 10/7/2008 03:26:05 PM
Sales Documents: 10/3/2008 02:04:56	PM Received: 10/7/2008 03:24:24 PM
X BARS / Finance Sheet	
Case Assessment (by Day 14):	
Lemon Law Eligible:	Yes 🗌 No 🖂
Presumption:	Yes 🗌 No 🖂
GM Position – Customer / BBB Due I	Date (7-10 days):
Settlement / Goodwill Offered Date:	
All Documents Attached (by Day 15)	
Arbitration Date:	
Closing Activities:	
Settlement	Completion Date/Time: /
Executive Summary	Completion Date/Time: /
Close Siebel	Completion Date/Time: /
	N. I. M. (20002.0050

AVM: Jean Bowman (selling)Node/Box: 630092 8059Service Dealer: PONTIAC CADILLAC OF SIOUX FALLSSvc Mgr: Paul SundvoldService Dealer: PROSTROLLO MOTOR COMPANYSvc Mgr: Joel HusherSelling Dealer: DELL RAPIDSContact: Tom Bush

NOTES:

Privileged and Confidential Information

CASE ASSESSMENT

By: Rose Willimot State: SD

Customer Name:

Service Request: 71-668582701

Vehicle is: New

BBB Case No.: PGM0850266

BAC Code:

195371

Vehicle ID No.: 1G2ZG558X64 In Service Date: 4/22/2006

Year, Make & Model: 2006 Pontiac G6 Mileage at Time of BBB Filing 32,300 Lien holder: GMAC x Other: SmartLease

DVM Name: Jean Bowman Mike Manzo Phone/Cell Number: Bowman: 712-276-0921 Manzo 952-913-5499 Svc Mgr Name: DELL RAPIDS: Tom Bush SIOUX FALLS: Paul Sundvold PROSTROLLO: Joel Husher Vehicle Purchased Used on: N/A at odometer N/A Sale Type: Purchase Lease X Other : {Type} CAM Name: **Rob Johnson**

Phone Number: 630-961-6817

VEHICLE REPAIR HISTORY

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

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

has tac been contacted for service history Y OR N. If **yes** please include tac # and explanation tac was involved. If tac has

IF TAC HAS NOT BEEN CONTACTED WHY NOT? TSB's relating to concern.

Sunroof

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
<mark>7/6/2006</mark>	<mark>103245</mark>	1	<mark>4,046</mark>	**WARRANTY START DATE: 4/22/2006 C/S rattle in sunroofr over bumps and RR tracks. Also switch is sticking. Not letting roof close right. Rattle in interior cover on headliner trim. Normal condition. Switch is very sensitive. Must be in exact right area to close peroperly. Working as manufacturer designed for us. **END OF LL RIGHTS PERIOD 4/22/2007

<mark>10/20/2007</mark>	<mark>284497</mark>	<mark>4</mark>	<mark>21,606</mark>	Inspect sunroof drain hose. Potential interior water leak. Veh not involved in recall as per VISS 10/20/2007.
12/5/2007	<mark>109319</mark>	<mark>36</mark>	<mark>23,179</mark>	C/S sunroof seems to have a lot of air noise. Checked and found noise. Repaired as per Doc # 050867014G. Installed cross glass seals on panels. Adjusted glass. Panels down. **END OF PRESUMPTION PERIOD
8/29/2008	112989	19	30,959	C/S check wind noise and rattle in the sunroof area. Checked for noise and rattle. Found that they are coming from the sunroof area. Diagnosed using doc # 2093429. Performed condition # 1. Installed mylar washers and lubricated fasteners, for a creaking noise. Found a windnoise and performed condition # 2 installing cross sealing strips on the glass panels, and adjusting panels. Found windnoise coming from outside the veh and performed condition #3 adjusting the module seal compression to the roof, also the sunroof module seal is not sealing due to being warped. Replaced seal. Adjusted the glass panel retention pins for a rattling noise, condition #4. Lowered the headliner and checked and adjusted the rear mounting bolts on the sunroof, condition #5. Cleaned module seal and applied GM weatherstrip lubricant for an itching noise between panels, condition #7. Light coming through the panels is normal condition #9. Checks ok at this time.
	niso whon t	urning	tooring whool	

Popping noise when turning steering wheel

Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
<mark>8/28/2007</mark>	<mark>107886</mark>	1	<mark>19,840</mark>	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 C/S there is a popping noise when turning and backing. Test drove and found that there is a popping noise in the front. Tightened front sups. Bolts, struts, and sway bar links. Noise is still there. Lubed steering shaft as per doc
9/20/2007	108227	14	20,659	# 1973984. Lubed and added foam pads. Checks ok now. C/S there is a clunking noise in the front end. Checked and found that the noise is coming from the backlash in the steering gear. Replaced gear. Checks ok now.
10/10/2007	108516	3	21,352	C/S check noise when turning. Noise heard is normal in
10/20/2007	<mark>284497</mark>	4	21,606	all G6 veh's. Clunk noise when turning at slow speeds. Replace the steering gear to correct condition. Excessive play or clearance.
1/3/2008	<mark>288250</mark>	6	23,746	Check noise in steering at slow speeds. Front lower air deflector loose; and internal steering gear fault. Reinstall air deflector—replace steering gear assembly. Set front toe.
2/25/2008	<mark>290894</mark>	3	25,215	Check for noise in front when turning and over bumps. Lubricate I-shaft and reposition bolt. **END OF PRESUMPTION PERIOD 4/22/2008
3/18/2008	292033	Х	25,778	Lease payment reimbursement. Reimbursement for one lease payment. Goodwill due to chronic steering noise issues\$337.00
4/28/2008	293989	3	26,942	Check for noise in front when turning and over bumps. Intermediate steering shaft sticking. R&I intermediate steering shaft to lube.
6/14/2008	296438	10	28,401	Clunk noise in front when going over bumps. Lack of lube

on intermediate steering shaft and interference from clamp on steering gear input shaft. Perform correction #1 and #2 from **TSB # 06-02-32-007D**.

Hood

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
6/13/2008	111987	1	28,369	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 C/S clear coat is peeling off of the hood. R&R hood and had refinished as the clearcoat is peeling off. Checks ok now.
Starter/Loi	<u>ng Crank</u>			
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
8/2/2008	298844	1	30,079	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for long crank time. Warm or cold—Inter. Clean and inspect grounds; ok—reprogram PCM per TSB 06-06-
9/12/2008	300869	16	31,559	04-049 – Customer to monitor. Starter is noisy on engagement. Starter makes excessive noise. Replaced starter assembly.
Eog-lamp				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
9/12/2008	300869	*	31,559	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Fog-lamp button doesn't light up. Diag. to find open in switch assembly. Replaced fog-lamp switch.
Weather-s	trip (NOT C	<u>ON CCF)</u>		
<u>Date:</u>	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
12/5/2007	<mark>109319</mark>	*	23,179	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 C/S left rear door weather-strip is loose. Checked and found that the weather-strip is warped. Replaced w/ strip. Checks ok now. **END OF PRESUMPTION PERIOD 4/22/2008
🗌 <u>Key Fob (N</u>	IOT ON CCI	<u>F)</u>		
<u>Date:</u>	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
12/5/2007	<mark>109319</mark>	*	23,179	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 C/S one remote FOB will not unlock the doors. Checked and found that the remotes are working properly at this time. No trouble found. **END OF PRESUMPTION PERIOD 4/22/2008

8/29/2008	112989	*	30,959	C/S remote transmitter does not work at times. Checked and found that the transmitter has failed internally. Replaced and reprogrammed transmitter. Checks ok now.
Ignition (N	NOT ON CCE	-)		
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
3/4/2008	291354 OT ON CCF	3	25,430	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 Can't remove ignition key. Adjuster on park lock cable broken, won't hold adjustment, and ignition lock cylinder binds. Replaced park lock cable assembly. Replace ignition cylinder and recode. **END OF PRESUMPTION PERIOD 4/22/2008
Date:	<u>RO #:</u>	Days	<u>Mileage:</u>	Description of Complaint and Repair Performed:
		Out:	<u></u>	**WARRANTY START DATE: 4/22/2006
4/28/2008	293989	*	26,942	**END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration on brake apply. Rotor variation. Re- machine front brake rotors.
Tires (NO	<u>F ON CCF)</u>			
Date:	DO #.	Days	Mileage	
<u>bate.</u>	<u>RO #:</u>		<u>Mileage:</u>	Description of Complaint and Repair Performed:
4/28/2008	<u>KO #.</u> 293989	<u>Out</u> :	26,942	Description of Complaint and Repair Performed: **WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has slight drift to left.
4/28/2008		<u>Out</u> :		 **WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has
4/28/2008	293989	Out: * CCF) Days		 **WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has
4/28/2008	293989 al (NOT ON	<u>Out</u> : * <u>CCF)</u>	26,942	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has slight drift to left.
4/28/2008	293989 al (NOT ON RO #: 207332	Out: * <u>CCF)</u> <u>Days</u> <u>Out</u> :	26,942 <u>Mileage:</u>	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has slight drift to left. Description of Complaint and Repair Performed: **WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
4/28/2008 <u>Turn Signa</u> <u>Date:</u> 9/8/2008	293989 al (NOT ON RO #: 207332	Out: * <u>CCF)</u> <u>Days</u> <u>Out</u> :	26,942 <u>Mileage:</u>	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has slight drift to left. Description of Complaint and Repair Performed: **WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008

Drivers do	or (NOT ON	<u>N CCF)</u>		
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
9/8/2008	207332	*	31,400	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Nuts for driver door check link keep coming loose. Removed nuts and applied lock tite to both door check links.
Headliner	<u>(NOT ON C</u>	<u>CF)</u>		
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
9/12/2008	300869	*	31,559	Drivers sun-visor mirror lid won't stay shut. Parts ordered.
Recall/Can	npaign (No	t Related	to Other Syr	mptoms/Complaints)
Date:	<u>RO #:</u>	<u>Days</u>	<u>Mileage:</u>	Description of Complaint and Repair Performed:

Has the vehicle ever been involved in a accident N Did you confirm your answer with the customer Y What type of damage was sustained (example front end collision) Did have a chip in the paint that was smaller than the size of a dime. Also, cust has cracked windshield. Cust adv that a rock hit it, but she's going to repair that as well. Are the RO's attached if the vehicle was in an accident N/A

Have you filed to collect any insurance claims with this vehicle N What were the dates N/A What was the reason you filed N/A

Are there any Aftermarket Modifications to the Vehicle or N Have you confirm this with the customer Y List:

Out:

Was a Trade Repurchase offered to the customer Y or N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM Other

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

What is the customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement: The customer does not appear to be eligible as the claim was filed beyond the first 12/12.

Lemon Law Repurchase/Replacement:

The cust does not appear to be eligible as the only concern with 4 repair attempts within the first 24/24 does not have an occurrence within the first 12/12.

GM Program Summary Repairs/Reimbursement for past repairs: The customer appears to be eligible as the claim was filed while still within the bumper to bumper warranty.

THE STATE LEMON LAW READS:

Days out of service: 30 Repairs 4 Time period 24 months / 24,000 miles (First occurrence must be in 12/12) Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs N/A Safety-related time period N/A

Number of repair attempts in the presumption period:

Sunroof—3 Steering—6 (0 during LL rights) Weather Strip—1 (0 during LL rights) Key Fob—1 (0 during LL rights) Ignition—1 (0 during LL rights) 41 126 (for everything)

Total days out of service during the presumption period: Total days out of service during customer's ownership:

Vehicle Meets Presumption of Lemon Law Yes

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: 71-602708780 (Recall info)

Date & Offer/Result: Cust Sts: I just want to know if there is any recalls. I have been to the dealership 4 times and I am sick of it. It is not having any problems at this time. They did fix the problem. I was just woundering if there is any problem. That would be ok it is something for my time. I am satisfied with the oil change.

CRS adv: At this time we are not able to assist because you are not having any problems. What I can do for you is give you my number that way you can get back in contact with me. I can offer you a free oil change for having the problem.

Cust provided Maint Letter for inconvenience.

Case closed., 2/15/2008, Reopened 2/19/2008

Inbound Call Customer, 2/19/2008

Cust sts: It is making a poping noise when I turn the steering wheel. The drive gear I have replaced already 5 times. The dealership replaced it agian but it is going out agian. They said to call you and see what you had to say.

Outbound Call Dealer, 2/20/2008 It was a steering noise. Have call me when she makes a time to work with me. Diagnosis?Steering gear accembilt (Rack and pinion)

Closed dissatisfied 2/26/2008

Concern: 71-638410568 (Steering) Date & Offer/Result: Inbound Call Customer, 6/23/2008 Cust said that her issue with the veh is an on going one and she wants compensation for the trouble she is into for bringing the veh to the dealership for the concern that the dealership wasn't able to fix.

Outbound Call Dealer, 6/23/2008 Dlr sts: Intermediate steering shaft. Diagnosis? replaced the steering shaft and lubed it.

Outbound Call Customer (should be dlr), 6/25/2008 Dlr advised: Well we replaced it and have to keepo lubing it. I gave her a car payment, even her selling dlrship wouldn't do that. Well if it's still happening we will have to get her back here to do a ride along.

Inbound Call Customer, 7/11/2008 Cust offered CCL for steering, cust declined.

Outbound Call Dealer, 7/15/2008 Discussed GMPP.

Outbound Call Customer, 7/17/2008 Cust offered GMPP Value Guard 24/24 with \$50 deductible Cust declined offer, made rude remarks, disconnected call.

Case closed dissatisfied 9/11/2008.

Concern: 71-656637760 (Steering) Date & Offer/Result: Inbound Call Customer, 8/22/2008 Restated previous concerns

Case closed dissatisfied 9/10/2008

Concern: 71-661508902

Date & Offer/Result: Inbound Call Customer, 9/8/2008

Cust Sts: cust said she is having a lot of issues with her veh, she has to go to dealership almost every week & spend \$250, current issue is with sunroof, it is very noisy, air leaks in, lots of wind noise in back, cust can see right through the panel,

Inbound Call Customer, 9/11/2008

Crs states: Well the only thing I can think of to do is to look at offering you and OLC for about \$2000 once the vehicle is repaired and you figure out what you want to do in terms of trading etc.

Outbound Call Customer, 9/17/2008

Customer states: Not satisfied with the offer of the OLC. Customer not able the amount that is owed on the current vehicle. Mentioned that previous CRS made an offer to provide an extended warranty. Provided address and mileage.

Cust provided 36/45 Value Guard

Case closed satisfied 9/24/2008.

RECOMMENDATION AND RATIONALE

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

Cust sts: I would like some compensation for the additional miles that I have to put on my veh going back & forth to the dlr. I was never offered additional mileage or extended coverage. For me to go to the dlr it is 100 miles round trip.

DVM sts: Jean Bowman calling about **the second**. My dlr's Dell Robinson; I suggest you take the case w/ the Pontiac store. I will remind you that the period for LL is 24/24.

SVM sts: Steering is a cosmetic noise. We did put a steering gear in it, at 21,000 & 23,000 miles. After that, we haven't put in anymore; we've been lubricating the steering shaft. It'll take care of it for a while & then after another 3 months she'll bring it back.

In Oct 07 we replaced the steering gear & then again in Jan 08. I personally rode w/ her to make sure it was ok. She admitted that it's ok, but then comes back. She came back again 2/08 for the same thing.

She complained about it to me then, & **I did give her a reim for a veh payment** March 08 processed through the dlr to try to take care of this.

No defect. Gears were put on right away, & since then, it's just lubing the shaft. Had an issue w/ starter that took 2 times to fix because it was intermittent. We followed a bulletin for one. One repair was for a long crank, next was for a noise. The problem just started in Aug & Sept.

Should cust receive assistance? It's hard to say. She's mad at the car, but it's a cosmetic noise & seems to be characteristic of the veh. She probably should receive something, but I don't know what.

CRS Rationale: Based on RO's, cust has been without veh for substantial period of time. However, cust has already been provided reim of a veh payment, GMPP VG, & maint cert. Possible GMPP SC for period of lease or reim of lease payments.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law Days out of service

Concerns have continued to recur after presumption period	
Sunroof issue originated during LL rights period.	

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law Mileage indicates that veh has not been substantially impaired

No FRA

Sunroof seems to be the only concern that was originally reported to GM during the LL rights period & cust only has 3 repair attempts to this concern

Decision reached by CRS: Arbitrate case:

Settle case:

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

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

05:03 PM PROSTROLLO AUTO MALL FAX No. 605 256 6824

P. 001









General Motors Business Resource Center





Company:

Fax:

Phone:

From:

Joel Husher

PROSTROLLO MOTOR COMPANY 605-256-6824 (605) 256-9111

To

03/2008/FRI

Rose Willimot

Fax: 18662810327 Phone: 180032311841 ext 21599 E-mail:

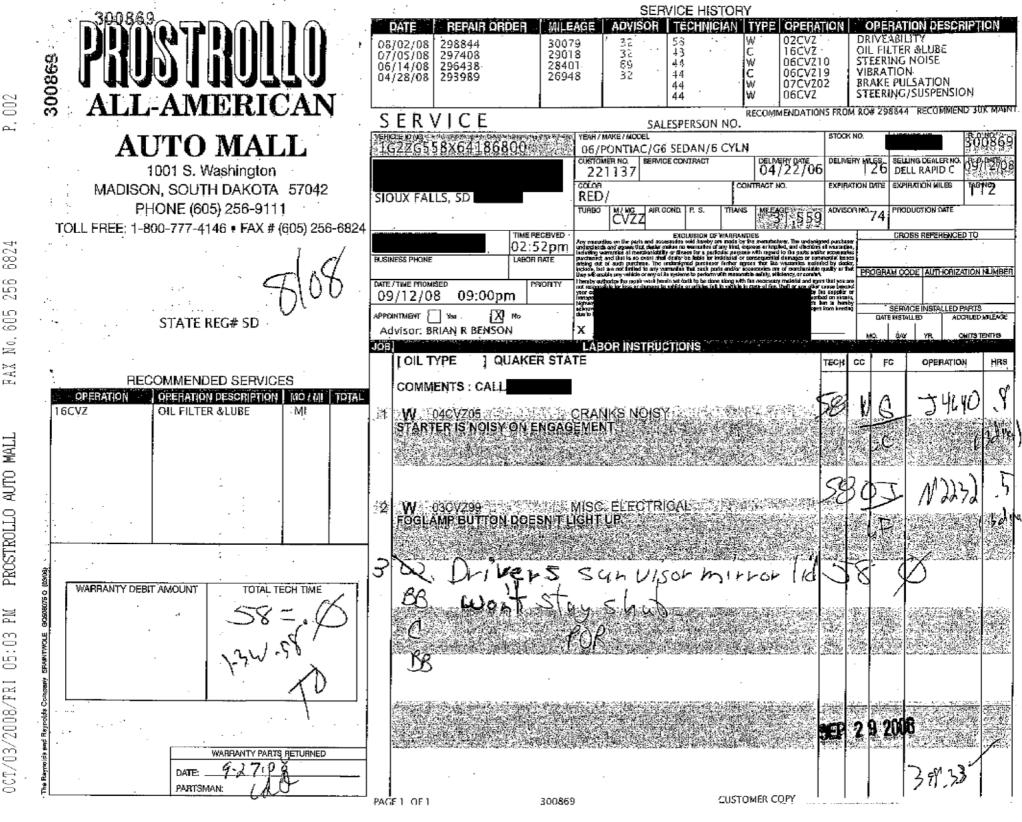
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NOTES:

Good Afternoon Joel,

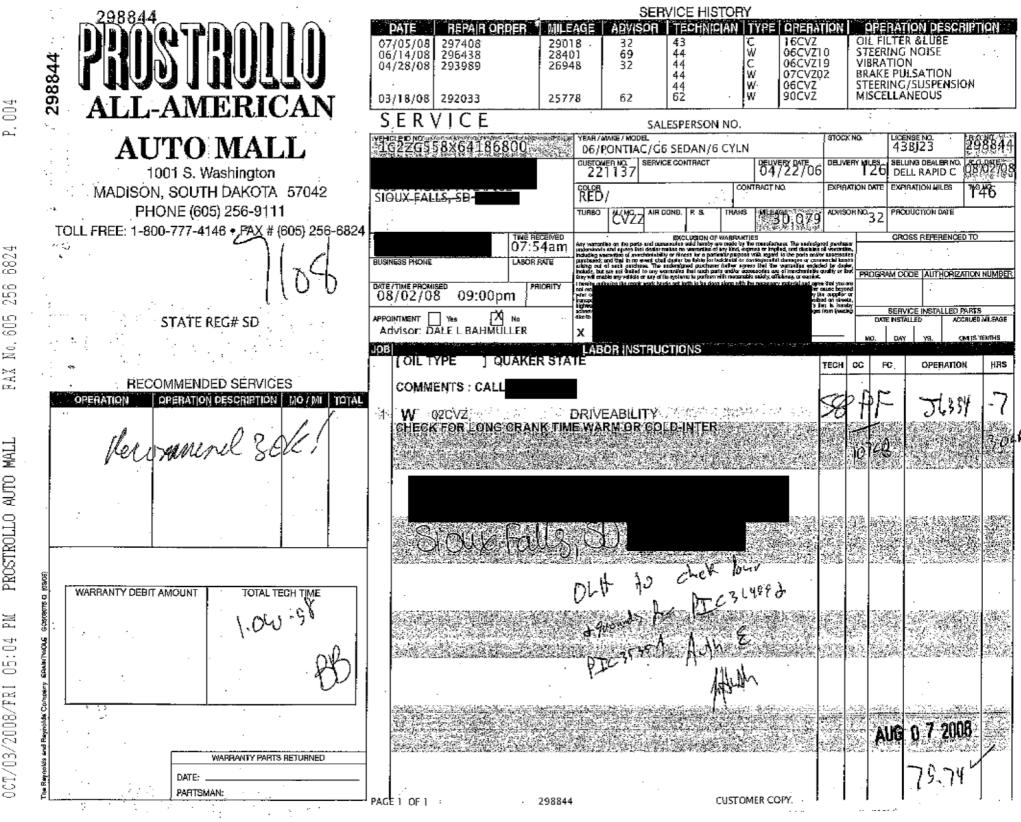
Attached is the letter outlining the documents that I need to complete my case assessment on a scale. Please fax them back to me at 866-281-0327 as soon as possible. If you have any questions, feel free to call me at 800-231-1841 ext 21599 anytime between 8:00 am & 4:30 pm est Monday to Friday. Thank you so much for your time & assistance.

Have a great weekend, Rose Willimot BRC Customer Relationship Specialist Ph# 800-231-1841, extension 21599 FAX# 866-281-0327 willimro@gmexpert.com



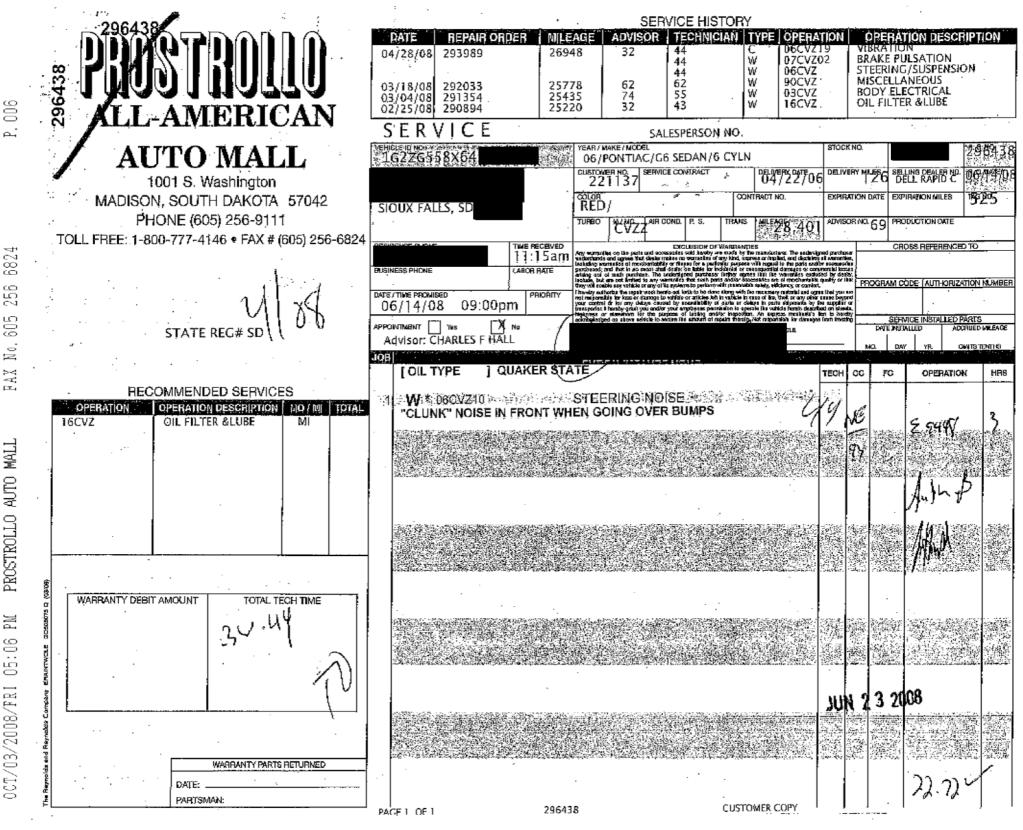
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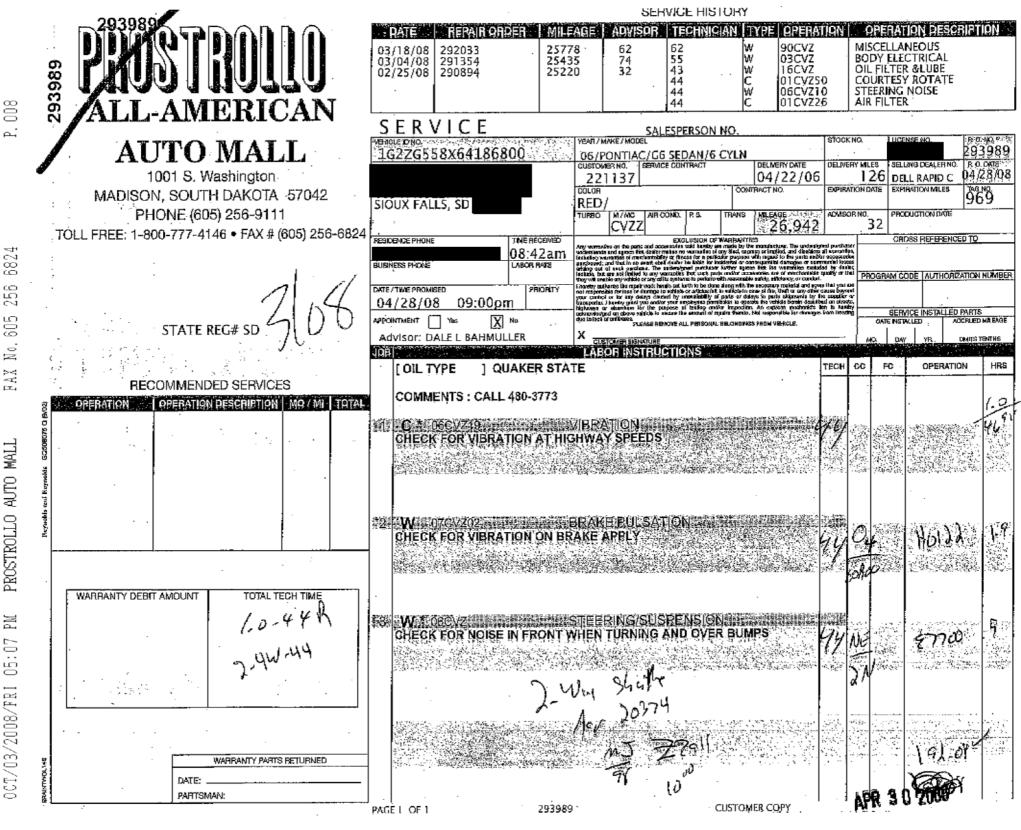


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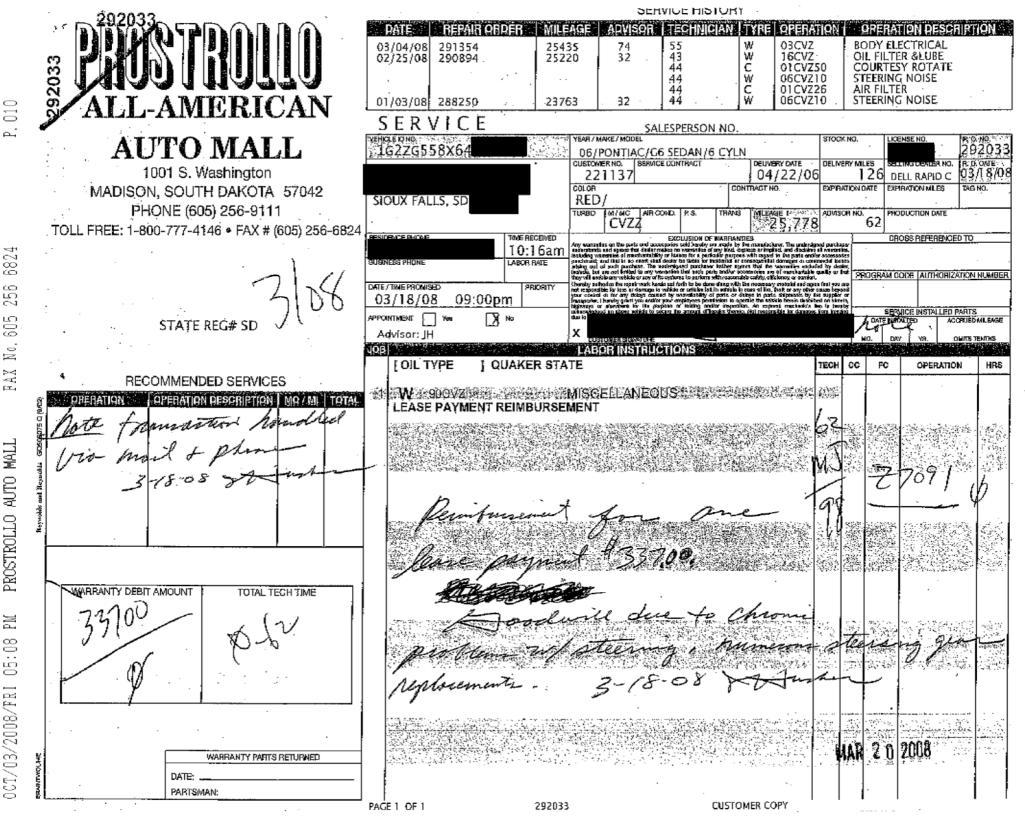
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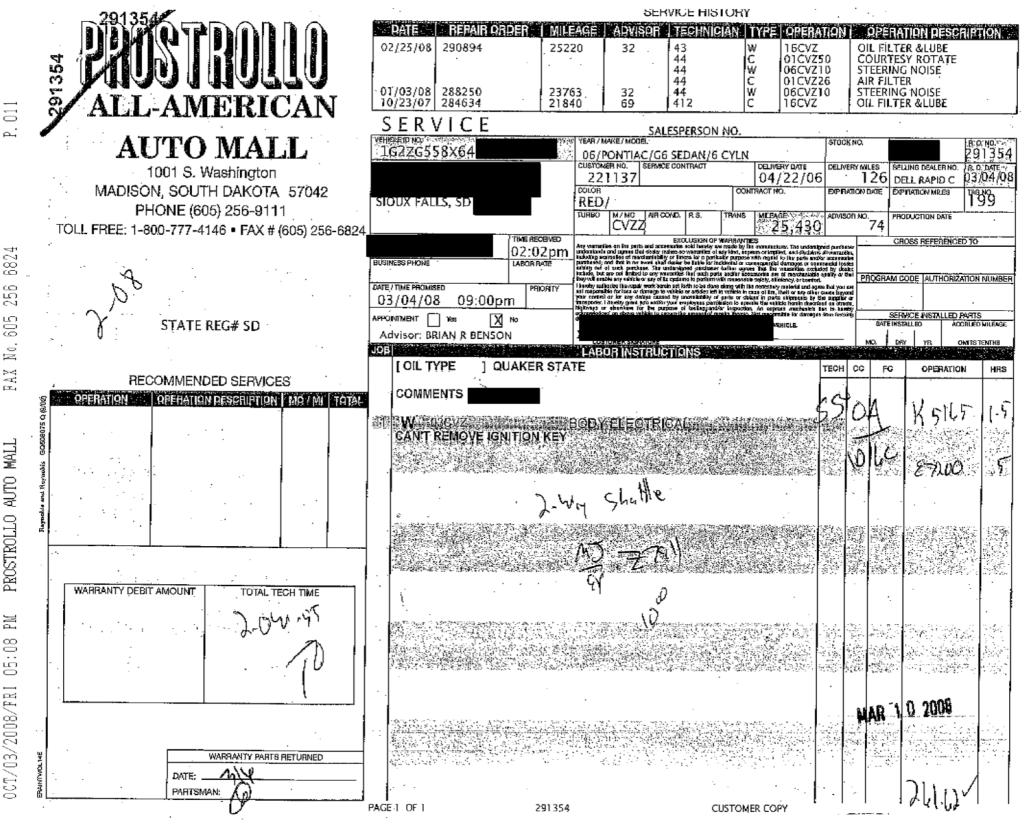


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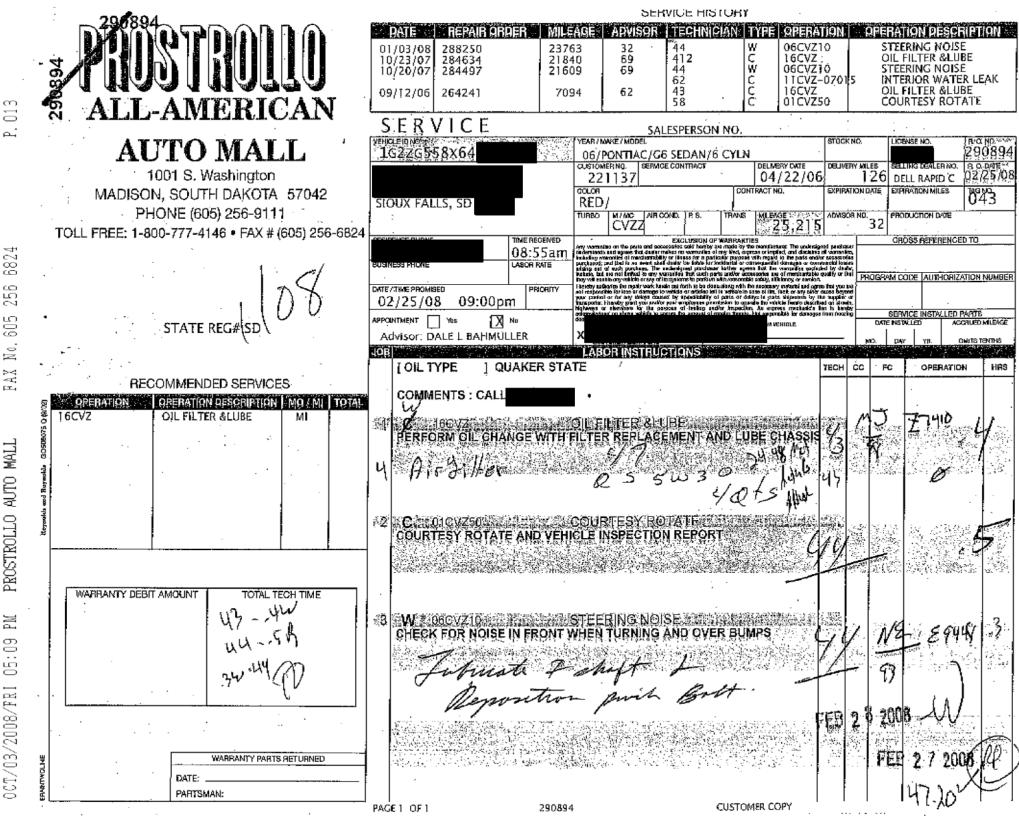


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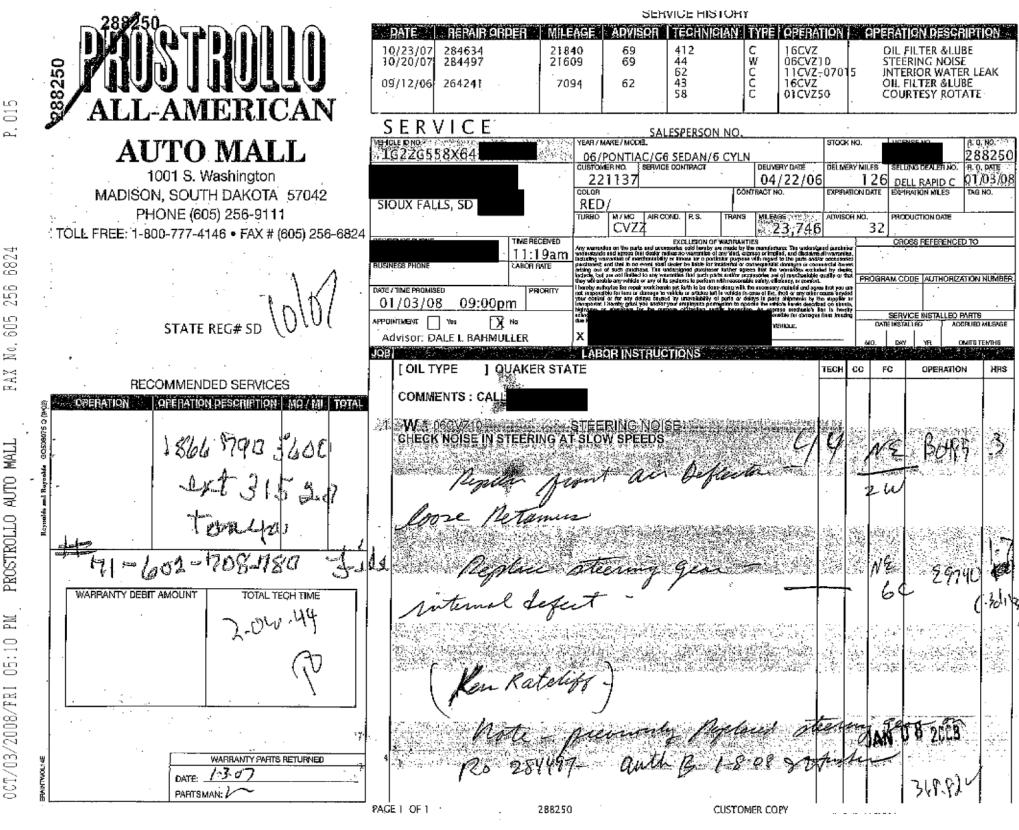




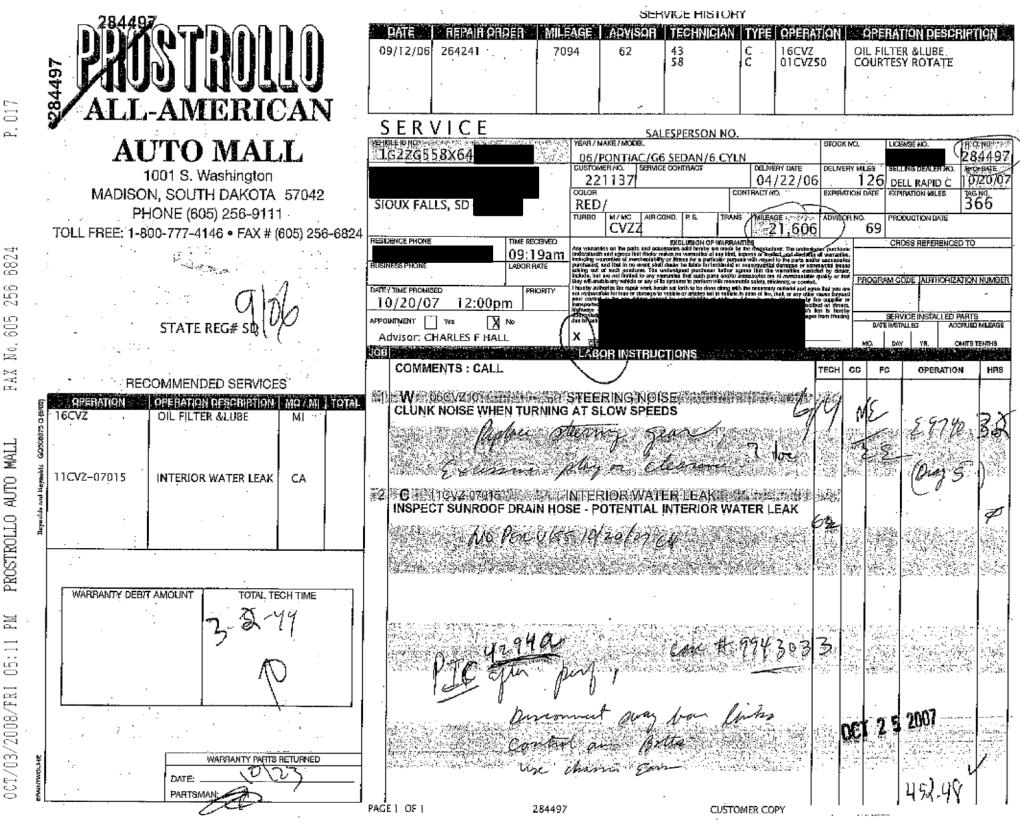
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Repair Order 210505 10-22-2008

brought her 2006 Pontiac G6 in for the first time on the 22nd day of October. On that day she was asked if she would like a loaner vehicle or if she would like a ride to work. She decided she wanted a ride to work and she would catch a ride back to our dealership when we were done with her vehicle. On the 22nd we did not have all the required parts to complete the repairs on her vehicle. We then placed the parts on order and told **boost** she could drive the vehicle and we would call her to set up an appointment to install the SOP parts upon there arrival. On the receipt of the parts we called her to set up an appointment and at that time she wanted a loaner car. She was in the loaner vehicle for one day while the parts were being installed.

Paul Sundvold Service Manager Fontiac Cadillac Saturn Hummer of Sioux Falls Ph(605)336-6109 Fax(605)221-2135

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🕃 Cadillac

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GUISTOMER NO. 33397	RON DYKSTRA		3803	ю. 2800	INVOICE DATE 10/30/08	INVOICE NO. PNC5210505
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SIOUX FALLS, SD		5 5 8 X	64		SELUNG DISALER NO.	
	F.T.C. NO.	<u></u>	P.O. NO.	-	R.O. DATE	
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JOB# 1 CHARGES					STATEMENT	OF DISCLAIMER
LABOR- D# 1 45PNZ STEERING/SUSPENSION CHECK FOR CLUNKING NOISE IN STEERI	TECH(S)				warranties with resp item/Items. The Se disclaims all warran	y constitutes all of the lect to the sale of this eller hareby expressly tiles, either express or
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ADJUSTED ALL 4 GLASS PANELS, ADJUS COMPRESSION TO ROOF, PROPERLY TORO MOTOR MOUNTING BOLTS, APPLIED WEAT GLASS PANEL SEALS & INSTALLED SQUE METAL FRAME & PLASTIC HOUSING OF S BULLETIN #05-08-67-014K CONDITIONS ROAD TESTED AGAIN, ROOF STILL WHIS SAME TENTED AGAIN, ROOF STILL WHIS	STED SUNROOF MODI JUED ALL SUNROOF IMERSTRIP LUBRIC/ SAK REDUCTION TAI SUNROOF MODULE PI S #1, 2, 3A, 3C, STLES, RECHECKED INFO SUNPOOF GIA	JLE & SUNROOF ANT TO PE BEWTEEN ER , 7 & 11. SEAL & SEAL & SEAL &			EXPRESS MONDA 8:00 A.M. \$AT	TO 5:00 P.M. LUBE HOURS: Y - FRIDAY TO 8:00 P.M. URDAY TO 5:00 P.M.
GLASS PANEL ADJUSTMENTS-OK, EARN FOUND PANELS 2.3 & 4 FIT PROPERLY ROOF BUT NOT ON THE ENDS, NO CURVI 2, 3 & 4 SUNROOF GLASS PANELS & RO MORE WIND NOISE.					ALWAYS TH	BEST SERVICE. IE BEST PRICE. ND SIMPLE.
2 22714594 WDO S	R 12.809 12.810 UNSF 12.810 UNSF 12.810	τοτα	l • Parts	WARRANTY WARRANTY WARRANTY WARRANTY 0.00	MATERIALS REQ CUSTOMER VEHICL LIMITED TO SUCH SOLVENTS, LUE ADHESIVES, SPEC AND TOWELS, NU	ARE NON-ITEMIZED JIRED IN SERVICING ES. INCLUDING BUT NOT I ITEMS AS CLEANING REICANTS, SEALERS, JAL POOLS, SHOP RAGS JTS, GOLTS, WASHERS,
					WIRE, ETC.	
ESTIMATE- CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)				0.00	WASTE MATERIALI COSTS INCURRED ENVIRONMENTAL (EPA) REQUIREME USE, AND DIS HAZARDOUS MAT	SPOSAL OF HAZARDOUS 5 INCLUDE THE SPECIAL TO COMPLY WITH THE PROTECTION AGENCY NTS FOR THE STORAGE, POSAL OF CERTAIN ERIALS SUCH AS USED D TRANSMISSION FLUID, C, ETC.
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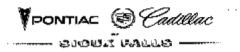


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33397		38	03 2800	IN/01CE DATE	PNCS210505
	LABOR PATE	LICENSE NO.	MILEAGE IN / OUT	COLOR	STOCK NO.
	YEAR / MAKE / MODEL			DELIVERY DATE	DEUVERY MILES
SIQUX FALLS, 5D	VEHICLE I.D. NO.	<u>G6/4_D00R_SE</u>	DAN	SELLING DEALER NO.	PPODUCTION DATE
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				10/22/08	<u> </u>
BUSINESS PHONE	COMMENTS				
TOTALS			· · · · · · · · · · · · · · · · · · ·	The factory warranty	OF DISCLAIMER
************	*	TOTAL LABOR.		warranties with resp	ect to the sale of this lier hereby expressly
* * [] CASH [] CHECK CK NO. []	*	TOTAL PARTS. TOTAL SUBLET	0.00	disciptions all warran	ties, either express or
* [] VISA [] MASTERCARD [] DISCOVER	*	TOTAL G.O.G. TOTAL MISC C		merchantability or 1	ny implied warranty of Itness for a particular
*	*	TOTAL MISC D	ISC 0.00	authorizes any other	either assumes nor person to assume for it
* [] AMER XPRESS [] OTHER [] CHARGE	*	TOTAL INVO		any liability in connect item/items.	tion with the sale of this
******	~			THANK YOU FOR T	HIS OPPORTUNITY TO
TIME FOR A SPRING CHECKUP FOR YOUR VEHICLE? HAVE US TAKE CARE OF YOUR SCHEDULED MAINTENANCE				LI SERVE YOU, IT IS C	OUR AIM TO PERFORM REQUESTED ON THIS
				I REPAIR ORDER T	O YOUR COMPLETE OUR SERVICE WAS
CALL 605-336-2580 TO MAKE AN APPOINTMENT TODAY.				SATISFACTORY, TE	LL YOUR FRIENDS. IF
				NOT, PUEASE TE	LL US IMMEDIATELY.
CUSTOMER SIGNATURE		C *********	***		EPT. HOURS:
**************************************	E INVUIC	E 644.0			
					TO 7:00 P.M. URDAY
					TO 5:00 P.M.
				EVDRESSI	LUBE HOURS:
				MONDA	Y - FRIDAY
					TO 8:00 P.M.
					UR:DAY TC: 5:00 P.M.
				I ALWAYS TH	BEST SERVICE. IE BEST PRICE.
				PLAIN A	ND SIMPLE
				MATERIALS REQU	ARE NON-ITEMIZED
				CUSTOMER VEHICL	ES, INCLUDING BUT NOT
				SOLVENTS, LUE ADHESIVES, SPEC	AL TOOLS, SHOP RAGS
				AND TOWELS, NU WIRE, ETC.	ITS, BOLTS, WASHERS,
				HANDLING AND DI	POSAL OF HAZARDOUS
				WASTE MATERIALS	TC COMPLY WITH THE
				ENVIRONMENTAL (ERA) REQUIREME	PROTECTION AGENCY NTS FOR THE STORAGE.
				USE, AND DIS HAZARDOUS MAT	POSAL OF CERTAIN ERIALS SUCH AS USED
্লেন্ড, আৰম্পান্য কথা মানক্ষ কৰাৰ্থ	en Den provinsien mild beseine 17 des provinsient dat, fins active 24 description benefits technistally			MOTOR OIL, USED	D TRANSMISSION FLUID.
Instant of the instan	or when a support werenty of			COMPANY FOR THE COMPANY	
PAGE 2 OF 2 CUSTOME	n en en prime per su trancés des la prime de la mais de la prime d	[END OF I	NVOICE] 12:14pm		

www.wced. To mendor coll Exercise Conv & Printing, 332-2484







12 1 1 1

Located at I-29 and 12th Street

FAX COVER LETTER

DATE: 10-3-08

TO: <u>Rose Willimot</u> FAX #: <u>866-281-0327</u>

FROM: Saturn Pontiac Cadillac Hummer of Sioux Falls

FAX#: (605) 221-2135

PAGE 1 of 8

MESSAGE:

Please contact us at 605-336-2580 or 1-888-339-5060 if you have any questions.







PHONE (605) 336-2580 1-888-339-5060

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	AA	evenicies.net			
33397		TAG 3803 LICENSE NO. MILEAGE	vo. 2485	NVOICE DATE 09/08/08	PNCS207332
	YEAR / MAKE / MODEL	G6/4_DOOR_SEDAN	<u>31,400</u>		
STOUX FALLS, SD	1 G 2 Z G	5 5 8 x 6 4		09/08/08	
605-270-2606 eusiness P					
JOB# 1 CHARGES JOB# 1 CHARGES J# 1 51PNZ LR TURN SIGNAL IN-OP REPLACED BULB PARTS 1 9441839 JOB# 1 TOTALS	ALSO A BURNEY OF A TECH(S) 	4982 UNIT PRICE- TOTAL - PARTS		The factory warrant warranties with resp item/items. The St disclaims all warran implied, including a merchantability or purposo. Seller in authorizes any other	OF DISCLAIMER y constitutes all of the sect to the sale of this aller hereby expressly tites, either express or ny implied warranty of fitness for a perticular neither assumes nor person to assume for it ction with the sale of this
JOB# 2 CHARGES	JOB# I JOURNAL PREFIX	PNCS JOB# 1 TOTAL,		SERVE YOU. IT IS C ALL THE REPAIRS REPAIR ORDER T SATISFACTION. IF SATISFACTORY, TE	HIS OPPORTUNITY TO DUR AIM TO PERFORM REQUESTED ON THIS TO YOUR COMPLETE O'JR SERVICE WAS SLL YOUR FRIENDS, IF LI, US IMMEDIATELY.
REINSTALLED GRILLE IN JOB# 2 TOTALS JOB# 3 CHARGES	Job# 2 Journal Prefix	LABOR PNCS JOB# 2 TOTAL		MONDA 7:00 A.M. SAT	DEPT. HOURS: Y - FRIDAY TO 7:00 P.M. URDAY TO 5:00 P.M.
LABOR J# 3 01PNZ-99P MULTI PT INSP PERFORM MULTI POINT I (VISUAL INSPECTION ON INSPECT SYSTEMS AS PE SEE SERVICE ADVISORS	ECTION A TECH(S) NSPECTION LY, NOT A DIAGNOSIS) R REPORT CARD FOR INSPECTION DETAILS	: 4982	(1997) 0.00	MONDA 8:00 A.M. SAT	LUBE HOURS: Y - FRIDAY TO 8:00 P.M. URDAY
JOB# 3 TOTALS				8:00 A.M.	TO 5:00 P.M.
JOB# 4 CHARGES				ALWAYS TH	BEST SERVICE. E BEST PRICE. ND SIMPLE.
LABOR J# 4 61PNZ01 NUTS FOR DRIVER DOOR REMOVED NUTS & APPLIE	ERN CHECK LINK KEEP COMING LOOSE D LOCK TITE TO BOTH DOOR CHEC		WARRANTY	MATERIALS REQU CUSTOMER VEHICL LIMITED TO SUCH	ARE NON-ITEMIZED JIRED IN SERVICING ES, INCLUDING BUT NOT I ITEMS AS CLEANING
PARTSQTYFP-NUMBER 1 12345382	ADHESIVE 8.800	TOTAL • PARTS	WARRANTY 0.00	ADHESIVES, SPECI	RICANTS, SEALERS, AL TOOLS, SHOP RAGS TS, BOLTS, WASHERS,
JOB# 4 TOTALS	JOB# 4 JOURNAL PREFIX		0.00	COSTS INCURRED	POBAL OF HAZARDOUS INCLUDE THE SPECIAL TO COMPLY WITH THE
MISCCODEDESCRIPTION- JOB # A AI SHOP SUPPLIE		-CONTROL NO	1,.01	(EPA) REQUIREMEN USE, AND DISI HAZARDOUS MATE	PROTECTION AGENCY ITS FOR THE STORAGE, POSAL OF CERTAIN RIALS SUCH AS USED TRANSMISSION FLUID. CETC.
PAGE 1 OF 2 CU		CONTINUED ON NEXT PAGE] 01:58pm		

Form #514 To reorder call Exoress Goov & Printing 332-2484







PHONE (605) 336-2580 1-888-339-5060

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CUSTOMER NG. 33397	RON DYKSTRA		3803	TAG NO.	INVOICE DATE 09/08/08	PNCS207332
	LABOR RATE	LIGENŠË NO.		ILEAGE IN 7 OUT 31,400	COLOR	STOCK NO.
	YEAR / MAKE / MODEL				DELIVERY DATE	DELIVERY MILES
	O6/PONTIAC/		_	N	SELLING DEALER NO.	
SIOUX FALLS, SD	1 G 2 Z G	<u>5 5 8 x 6</u>	4 P.O. NO.		R.O. DATE	
	COMMENTS				09/08/08	<u> </u>
		TOTAL -	MISC	1.01	The factory warrant	OF DISCLAIMER
ESTIMATE					item/items. The Se	ect to the sale of this lier hereby expressly
ORIGINAL ESTIMATE OF \$0.00 (+TAX) TOTALS						ties, either express or ny implied warranty of i
***************************************	e	TOTAL LAB	SOR	. 14.70		itness for a particular aither assumes nor
	t.	TOTAL PAR TOTAL SUS	ξΤ\$	0.00	authorizes any other	person to assume for it tion with the sale of this
	e k	TOTAL G.C TOTAL MIS).G	. 0.00	item/items.	
	k.	TOTAL MIS	SC DISC	0.00	THANK YOU FOR T	HIS OPPORTUNITY TO
* [] AMER XPRESS [] OTHER [] CHARGE	k	TOTAL TAX			ALL THE REPAIRS	REQUESTED ON THIS
***************************************	*	TOTAL IN	VOICE	±\$ 16.64	SATISFACTION. IF	OUR SERVICE WAS
TIME FOR A SPRING CHECKUP FOR YOUR VEHICLE? HAVE US TAKE CARE OF YOUR SCHEDULED MAINTENANCE						IL US IMMEDIATELY.
					SERVICE D	EPT. HOURS:
CALL 605-336-2580 TO MAKE AN APPOINTMENT TODAY.					MONDAY	Y - FRIDAY
						to 7:00 p.m. Jrday
СUSTOMER SIGNATURE ******************************** DUPLICATI	INVOIC:	E *******	*****	****		TO 5:00 P.M.
					EXPRESS	UBE HOURS:
					MONDA	Y - FRIDAY
						to 8:00 p.m. Jr:day
						TO 5:00 P.M.
					ALWAYS THE	BEST SERVICE.
					ALWAYS TH	E BEST PRICE. ND SIMPLE.
						ARE NON-ITEMIZED
					MATERIALS REQU	IRED IN SERVICING
					LIMITED TO SUCH	ITEMS AS CLEANING RICANTS, SEALERS,
						AL TOOLS, SHOP RAGS 18, BOLTS, WASHERS,
					WIRE, ETC.	
					WASTE MATERIALS	NCLUDE THE SPECIAL
					ENVIRONMENTAL	TO COMPLY WITH THE PROTECTION AGENCY
					USE, AND DISP	TS FOR THE STORAGE, OGAL OF CERTAIN RIALS SUCH AS USED
	the products and thereby] e-manufactures. The solar . e-states				MOTOR OIL, USED	TRANSMISSION FLUID,
inisoriana a vann ⊮anaan niviiniso aanaan aanaan aanaan aanaan aanaan aanaan	noching mereng aktronoly pring, nither mening of any implied vertrativ of mene provide the pro- security (a) autostate any				USED ANTI-FREEZE	IE'V
PAGE 2 OF 2 CUSTOME CONTROL OF CO	erra he li deg lating " da gi peli periode"	I END O	F INVO	(CE] 01:58pm		







PHONE (605) 336-2580 1-888-339-5060

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сиатомея NO. 33397			0002 TAG NO.		INVOICE DATE 11/25/06	INVOICE NO. PNCS168564
	LABOR RATE	ICENSE NO.	MILEAGE IN / OL), 5 <u>42</u>	COLOR	STOCK NO.
	YEAR / MAKE / MODEL			.1.7.74	DELIVERY DATE	DELIVERY MILES
	06/PONTIAC/G	6/4 DOOR	SEDAN		SELLING DEALER NO.	PRODUCTION DATE
SIOUX FALLS, SD	1 G 2 Z G 5	<u>58×6</u>	4		R.O. CATE	
	F.T.E. NO.		P.O. N		11/25/06	
RE RUSINESS PHONE	COMMENTS					
JOB# 1 CHARGES	<u> </u>				STATEMENT	OF DISCLAIMER
					The factory warrantia warranties with resp	constitutes all of the ect to the sale of this
LABOR J# 1 01PNZ EXLUBE CUSTOMER REQUEST 3000 MILE INTERVAL CHANGE ENGINE OIL, FILTER, LUBE. C PERFORM MULTI-POINT INSPECTION	HECK & TOP OFF FL	U105.			item/items, The Se disclaims all warran Implied, including ar merchantability or f purpose. Selier n authorizes any other	iller hereby expressly ties, either express or ny implied warranty of itness for a particular either essumes nor cerson to assume for it
PARTSQTYFP-NUMBERDESCRI	PTION	UNIT	PRICE - 6.80	6.80	any liability in connect item/items.	tion with the sale of this
1 25010792 FILTER 5 C5-30 CASTRO	NL 0	TOTAL ·	2.99	14 95 21.75	THANK YOU FOR TH	HIS OPPORTUNITY TO SUR AIM TO PERFORM
MISCCODEDESCRIPTION		CONTROL NO			ALL THE REPAIRS I	REQUESTIND ON THIS
D6 QUICKLUBE DISCOUNT				$1.80 \\ 1.00$	SATISFACTION, IF	O YOUR COMPLETE
A2 HAZARDOUS WASTE		TOTAL -	MISC	-0.80	SATISFACTORY, TE	LL YOUR FRIENDS, IF LL US IMMEDIATELY
JOB# 1 TOTALS					HOI, PLEMOE ILL	
· · · · · · · · · · · · · · · · · · ·		LABOR PARTS		10.00 21.75		EPT. HOURS:
		MISC		-0.80		Y - FRIDAY
JOB# 1	JOURNAL PREFIX F	NLS JOB# 1	TOTAL	30.95		TO 7:00 P.M. URDAY
MISCCODEDESCRIPTION		CONTROL NO-				TO 5:00 P.M.
JOB # A A1 SHOP SUPPLIES		TOTAL ·		0.69 0.69	EVPOSes	UBE HOURS:
T/ITA) S						Y - FRIDAY
i o nuo					8:00 A.M.	TO 8:00 P.M.
*************************************	**	total lae Total par	ets	10.00 21.75		
🔹 [] CASH [] CHECK CK NO. []	*	TOTAL SUB	BLET	0.00	8:00 A.M.	TO 5:00 P.M.
* [] VISA [] MASTERCARD [] DISCOVER	*	TOTAL G.C TOTAL MIS TOTAL MIS	C CHG.	1.69	ALWAYS THE	BEST SERVICE.
* [] AMER XPRESS [] OTHER [] CHARGE	*	TOTAL MIS	SC DISC .	-1.80 1.87	ALWAYS TH	E BEST PRICE. ND SIMPLE.
* * **********************************	*	TOTAL IN	-	33.51	SHOP SUPPLIES	ARE NON-ITEMIZED
TIME FOR A SPRING CHECKUP FOR YOUR VEHICLE? HAVE US TAKE CARE OF YOUR SCHEDULED MAINTENANC CALL 605-336-2580 TO MAKE AN APPOINTMENT TODAY	E				CUSTOMER VEHICLI LIMITED TO SUCH SOLVENTS, LUB ADHÉSIVES, SPECI	DIRED IN SERVICING ES.INCLUDING BUT NOT ITEMS AS CLEANING RICANTS. SEALERS, AL TOOLS, SHOP RAGS TS. BOLTS, WASHERS,
CUSTOMER SIGNATURE	E INVOICI	E *****	****	*****	WASTE MATERIALS COSTS INCURRED	POSAL OF HAZARDOUS INCLUDE THE SPECIAL TO COMPLY WITH THE PROTECTION AGENCY
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PAGE 1 OF 1 CUSTOMER CONTINUES	g hely invation and summaria of 1 (Innamo but à particular rurs 1 paugrame autoritation anto anauma for R any Notation in t	[END C	F INVOICE] 01:	58pm		
Control of the second se	N RAN CE AND DISCRIPTION	-				

GM Vehicle Inquiry System - Summary

GM Vehicle Inquiry System Summary

Home - Summary - Claim History - Vehicle Build - Vehicle Component - Delivery Information - Dealer information -Service Contract - Warranty Block - Branded Title

Help

VIN :	1G2	ZG558X64						
H 11		VEHIC	LE INFORMATI	ON				
Merchandisin	g Model :	2ZG69 -2006 G6 - 6CYL	Warranty Start	04/22/2006				
BARS Order	Type :	70 - RETAIL - STOCK						
Delivering De	aler :	DELL RAPIDS CHEVR		Selling Source :		16 - P	ONTIAC	
		24609 KLEIN AVENUE DELL RAPIDS, SD 5	7022-5243	Site Code :		15286	,	
		(605) 428-5634	Business Associa	te Code :	19537	1		
Service Con	tract : 🖹	es Branded Title :	No Warran	ty Block : No	PDI Stat	tus :	Paid	

REQUIRED FIELD ACTIONS

Vehicle Has No Current Record Of Outstanding Campaigns

SERVICE INFORMATIONAL ITEMS

Vehicle Has No Current Record Of Outstanding Service Information

ON STAR AND XM SATELLITE RADIO INFORMATION

OnStar Equîpped	No	OnStar Stat	15 N/A	Refer to Help page for details origo to OnStar Online Enrollment (located on the "OnStar" tab in GM InfoNET) or (888)ONSTAR1 (888) 667-8271.			
XM Equipped	Yes	XM Radio ID	HLXZD0ML	XM Status	Inactive	Refer to Help page for details or: www.xinradio.gm.ca or Dealer Hotline 1.877.GET.XMST (1-877-438-9677).	

APPLICABLE WARRANTIES

Description	Effective Date	Effective Odometer	End Date	End Odometer
36/36000 BUMPER TO BUMPER LIMITED WARRANTY	04/22/2006	126 miles	04/22/2009	36126 miles
72/100000 SHEET METAL COVERAGE RUST THROUGH LIMITED WARRANTY	04/22/2006	126 miles	04/22/2012	100126 miles
96/80000 FEDERAL EMISSION CATALYTIC CONV. AND PCM	04/22/2006	126 miles	04/22/2014	80126 miles
36/36000 FEDERAL EMISSION	04/22/2006	126 miles	04/22/2009	36126 miles

CLAIM HISTORY

R.O Date

R.O Type

Labor Operation

Odometer

GM Vehicle Inquiry System - Summary

i	Number			Readin	ng
09/12/2008	300869	#	N2232 - FOG LAMP SWITCH REPLACEMENT	31559	miles
09/08/2008	207332	#	N0761 - BULBS, STOP, TAIL, AND TURN LAMP (LEFT) - REPLACE	31400	miles
09/08/2008	207332	#	B4051 - LINK OR SPRING, FRONT DOOR HOLD OPEN - LEFT - REPLACE	31400	miles
08/29/2008	112989	#	B9826 - ROAD TEST, INSPECT AND REPAIR PANORAMIC SUNROOF	30959	miles
08/29/2008	112989	#	R4490 - TRANSMITTER, REMOTE DOOR/REAR COMPARTMENT LOCK - REPLACE	30959	miles
08/29/2008	112989	#	Z7901 - 1-DAY COURTESY TRANSPORTATION	30959	miles
08/02/2008	298844	#	J6354 - POWERTRAIN CONTROL MODULE ENGINE REPROGRAMMING WITH SPS	30079	miles
06/14/2008	296438	#	E9448 - REPOSITION I-SHAFT TO CORRECT NOISE	28401	miles
06/13/2008	111987	#	A0357 - HOOD REFINISH/CLEAR COAT	28369	miles
06/13/2008	111987	#	Z7903 - 3-DAY COURTESY TRANSPORTATION	28369	mile
04/28/2008	293989	#	H0122 - FRONT BRAKE ROTOR REFINISHING	26942	mile
04/28/2008	293989	#	Z7911 - 2-WAY SHUTTLE COURTESY TRANSPORTATION	26942	mile
04/28/2008	293989	#	E7700 - SHAFT, STEERING INTERMEDIATE - REPLACE	26942	mile
03/18/2008	292033	#	Z7091 - NON-WARRANTY INCREMENTAL EXPENSE/WHOLESALE	25778	mile
03/04/2008	291354	#	K5165 - CABLE, AUTOMATIC TRANSMISSION PARK LOCK - REPLACE	25430	mile
03/04/2008	291354	#	E7200 - IGNITION LOCK CYLINDER REPLACEMENT	25430	mile
03/04/2008	291354	#	Z7911 - 2-WAY SHUTTLE COURTESY TRANSPORTATION	25430	mile
02/25/2008	290894	#	Z7410 - GOODWILL OIL CHANGE	25215	mile
02/25/2008	290894	#	E9448 - REPOSITION I-SHAFT TO CORRECT NOISE	25215	mile
01/04/2008	109319	#	B9826 - ROAD TEST, INSPECT AND REPAIR PANORAMIC SUNROOF	23179	mile
01/04/2008	109319	#	C1131 - WEATHERSTRIP - REAR DOOR OPENING - LEFT - ALIGN OR REPLACE	23179	mile
01/04/2008	109319	#	R9995 - CUSTOMER CONCERN NOT DUPLICATED	23179	mile
01/03/2008	288250	#	B0485 - FRONT AIR DEFLECTOR REPLACEMENT	23746	mile
01/03/2008	288250	#	E9740 - GEAR ASSEMBLY, POWER STEERING - REPLACE	23746	mil
10/20/2007	284497	#	E9740 - GEAR ASSEMBLY, POWER STEERING - REPLACE	21606	mil
09/20/2007	108227	#	E2000 - WHEEL ALIGNMENT - STEERING WHEEL ANGLE AND/OR FRONT TOE AD	20659	mile
09/20/2007	108227	#	E9740 - GEAR ASSEMBLY, POWER STEERING - REPLACE	20659	mile

GM Vehicle Inquiry System - Summary

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08/28/2007	107886	#	E9448 - REPOSITION I-SHAFT TO CORRECT NOISE	19840	miles
07/06/2006	103245	#	N9995 - CUSTOMER CONCERN NOT DUPLICATED	4046	miles
10/18/2005	100531	Т	Z6999 - PDI RELATED FLUID ADDS	6	miles
10/14/2005	A86800	Г	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0	miles

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10/03/2008 13:57:04		SUMM	ARY HIST	ORY	DISPLAY	3030 PAGE l
CUSTOMER NAM TOTAL R/O'S	E 2	TOTAL SE	RV. DAYS	2	SERIAL NO. 163 MARE PN	
LN# RO,NO. 1 207332		GILES. A	DV/TECH 3803	ם# 1	OPERATION CODE.	DESCRIPTION
1 20,332	• , ,	Т	4982 4982		61PNZ	BODY ELECTRICAL EXTERIOR TRIM
		т т	4982 4982		COLENZ-99P V 6lenzol	MULTI PT INSPECT EXT TRIM CONCERN
2 168564	11/25/2006	10542 А Т	0002 002	10	C 01PNZ-FXLUBE	FULL SVC EXP LUB

FAX

Dell Rapid Chevrolet Pontiac 24609 Klein Avenue Dell Rapids, SD 57022

<u>Phone</u> 605-428-5634	<u>Fax</u> 605-4	428-3496	<u>Dealer Code</u> 04344-Chevrolet 15286-Pontiac
TO: <u>Rose Willims</u> FROM: <u>TOM</u> RE:	: 	FAX NUMBĘ DATE:(PAGES:	

MEMO:	
¥	
	i

!

Oct. 6. 2008 10:35AM DELL RAPIDS CHEV PONT 'No. 0497' P. 2



GENERAL MOTORS BUSINESS RESOURCE CENTER

October 3, 2008

Tom Bush DELL RAPIDS CHEVROLET PONTIAC 24609 KLEIN AVENUE DELL RAPIDS, SD

Re:

Siebel Request: 71-668582701 2006 Pontiac G6 VIN # 1G2ZG558X64

Dear Mr. Bush:

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. Please mark out any personal information (such as social security numbers.) 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,

Rose Willimot

BRC Customer Relationship Manager Ph# 800-231-1841, extension 21599 FAX# 866-281-0327

™⊖Oct. 6. 2008 10:35AM	DELL RAPIDS CHEV	PONT	OR A MOTOR VEHIC	LE No	. 0497 04 ^{P. 3.} 2006
DELL RAPIDS CHEVROLE	T PONTIAC INC				DATE
47151 STEELE STREET				OUDOUACCO	
DELL RAPIDS SD 5705	1555		SIOUX	FALLS SD	
DAVE GUTHMILLER	ZIP C	ODE	¢ITY.	STATE	
salesmar This is a cash sale. No credit is being e		his Orde	RESIDEN	NCE PHONE	ALIGINGER PHONE
SIDE, supersedes any prior agreement, If this Order is for a used vehicle as defin	and is the complete and exc	lusive sta	stement of all terms a	and conditions.	THE FACE AND REVERSE
THE INFORMATIC	IN YOU SEE ON THE WIND	OW FOR	M FOR THIS VEHIC	LE IS PART OF THIS (CONTRACT.
ENTER MY ORDER FOR THE	FOLLOWING: XX NEW	UES ANI	DEMONSTRAT	VISIONS IN THE CONT OR ⊡xogar ⊡ The∪	RACT OF SALE.
YEAR MAKE MODEL		300Y TYPE	COLOR	TRIM	MILEAGE
VIN OR SERIAL NO.	STOCK NO.	. 4D	LAST PLATE NO STAT	LMSON RED E-YEAR BRU	126
<u>16276558X64</u>	P2507	\$			<u>04/21/2006</u>
		\$	23,454.50		
VEHIÇLE PROTECTION PKG. OPTION			N/A		<u>, </u>
		\$	N/A		. <u>0.</u> 00
	HER FEES	\$	N/A.		D. 0M
(1) TOTAL CASH DELIVERED PRICE		\$	23, 454, 5Ø		
TRADE IN ALLOWANCE	\$ 6,000.00		17,454,50		
LESS: BALANCE DUE ON TRADE IN	\$ (<u>5,225,</u> 00 ⁾	TRADE D	IFFERENCE		
NET ALLOWANCE ON TRADE IN	\$ 7.75,00				
CASH DOWNPAYMENT / DEPOSIT	\$N/9				
REBATE	\$ N/A				
(2) TOTAL DOWNPAYMENT		S	775. ወወ		
UNPAID CASH BALANCE (1) MINUS (2)		\$	22.679.50		
	ж Х	\$	N/A	DOES THE TITLE(S) INDICATE ANY PRIO	TO YOUR TRADE IN VEHICLE(S) R DAMAGE?
TOTAL BALANCE DUE ON DELIVERY		\$	22,679,50		
LIEN PAYOFF TO: FIRST AMERIC	AN BANK & TRÙST		,	YES	NO X
DESCRIPTION OF T				DESCRIPTION OF T	RADE IN #2
	TYPE COLOF IER 4D WHIT		YEAR MAKE	MODEL	TYPE COLOR
VIN OR SERVAL NO. 161JC524427	P2507A	6	VIN OR SERIAL NO.		STOCK NO,
TITLE NO. HEDDICI LA	AST PLATE NO. STATE	YEAR	TITLE NO.		ST PLATE NO. STATE YEAR
MILEAGE DAMAGE DISCLÖSU			MILEAGE	YES NO DAMAGE DISCLOSUS	
<u> 長式内泊フ</u> NOTICE TO THE PURCHASER: Do not	^{не}	ave read	all of the terms and		
You are entitled to an exact copy of the if applicable, the window form. PURCHA					completed copy of this order and,
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Dometer (Comple Dometer Indicato Sealer Price Cartif een reported. UNIT (. Vehicle Trade-In Vehicle Trade-In Vehicle Trade-In Vehicle Trade-In Vehicle Trade-In Vehicle States Price (Se Bill of Sale Not A Less Trade-In Allo Difference I. Tax 3% of Line 3, Credit for Tax Paid Title Fee and Pena County Wheel Tax Solid Waste Pee D. County Wheel Tax I. Balance Due PENALTY: Any per Insidemeanor. Tax Exempt (I Rental Vehicle Title Only (NO rehicle will not be used	te for vehicles 9 years of rr (Check one): Actu- ication: I bereby certify (ACU) (ACU) (CHEA) Dealer Name and Numi (CE) (ACU) (CHEA) Dealer Name and Numi (CE) (ACU) (CHEA) Make le Purchaser's Cert e Reverse Side) vaijable Computer NA wance Manufactured Homes 4% d to Another State Manufactured Homes 4% d to Another State (if applicable) c (if applicable) c (claiming exemption, list of /SD Sales Tax# TE: If applying for a "Title O upon the streets and bighways unther providies of law and	Id or newer): al Mileage Exc that the purchase p Id (1, k) (1)(k) ber P) 1 (1)(k) (1)(k) ber ADA BD ADA BD anount of excis scooption # from See nly" in signing this app s of this state or any size of this state	eeds Odomete vrice and trade i 2742 194 / 2744 / 2744 194 / 2744 194 / 2	-in allowance	in Item V of t ure of Dealer (Note: A guid Purchased R ULL (// 7 M) // 7 M) Important: (Check One: Ist Lien hold Mailing Add City/State/Zig 2nd Lien hol Mailing Add	lot Actual Mile he application i or Dealer's Age sor Deal	age is correct and that ant D Title Number The automobile indu C Hall Indu Mailing D Lienholder	all accessories and added equipment ha Dealer Sold Permit Dealer Sold Permit ustry will be used to check values. me Address Mail to Owner
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GMAC SMARTLEASE® AGREEMENT — Monthly Payment

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LESSEE (and CO-LESSEE)	("You") name and address, including c	ounty Garagir	ng address (if dilfe	erent)		LESSOR (Retailer)	· · · · · · · · · · · · · · · · · · ·
i Kan siya San Talakasa Ali si talayan	Net many Medical States and set	Principa	al driver (if busines	ss use)		Aliss with the second s	
We," "us," and "our" refer to L I if this box is checked, Lesso I if this box is checked, GMA I if this box is checked, Lesso	a vehicle. This is not a purchase agreen essor named above and any assignee. or (Retailer) will assign this lease and se C helped to arrange this lease and Less or (Retailer) will assign this lease and se or (Retailer) intends not to assign this le	An "assignee" is all the vehicle to or (Retailer) will all the vehicle to ase.	a person to whor General Motors A assign it and sell	n this lease is assig cceptance Corpora the vehicle to Cent	gned (if it is ass ation ("GMAC"). Irral Originating	signed). Lease Trust.	ack.
New/Used Year	Make & Model B	ody Style	VEHICLE YOU		IG Mileage	Primar	
	ren es	. 4 C	168205563			Dersonal, Family, or Household	Commercial, Business, or
Dealer Installed Options:		L ,				GVW (if truck)	Agricultural
Amount Due at Lease Signing or Delivery (Itemized Below)*	2. Monthly Payments Your first monthly payment of \$, follow \$, follow \$ due on the The total of your monthly payments is	ed by <u>?</u>	is due on payments of each month.	3. Other Charges Disposition fee (not purchase the	(if you do		otal of Payments The amount you will have paid y the end of the lease.) \$
		'Itemization of		Lease Signing or	-	L	
 b. First monthly payment c. Refundable security dep d. Title fees e. Registration fees f. Sales/use tax g. 	posit	\$ \$ \$ \$ \$ \$	775,99 337,34 37,34 37,6 37,6 37,6 37,6 37,6 37,6 37,6 37,6	a. Net trade-in all b. Rebates and n	owance oncash credits	e Signing or Delivery will be pai	\$ <u>76.</u> %
i	j. Total	\$	974 1 ₇ 112,00			d. Total	ss
insurance, and any outs b. Capitalized cost reduc	t. The agreed upon value of the vehicle standing prior credit or lease balance) ction. The amount of any net trade in a cost. The amount used in calculating yo	(\$	5, 30/45-04 , noncash credit,		for over the lea	se term (such as service contract: gross capitalized cost	s, <u>24.3555</u>

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ii Totał		d. Total
7. You	ur monthly payment is de	etermined as shown below:
I. Gross capitalized cost. The agreed upon value of the vehicle (\$) and	any items you pay for over the lease term (such as service contracts,
· · · · · · · · · · · · · · · · · · ·	ice rehate noncash credit	or cash you pay that reduces the gross capitalized cost
Areasted capitalized cost. The amount used in calculation your has	e monthly payment	🖕 🐒 ေဆာင္လိုင္ရမ်ိဳးမ်ိဳးမ်ိဳးမ်ိဳးမ်ိဳးမ်ိဳးမ်ိဳးမ်ိဳး
Revelue value. The value of the vehicle at the end of the lease use	d in calculating your base	monthly payment = \$
Depreciation and any amortized amounts. The amount charged to	vr ihe vehicle's decline in v	alue through normal use and for other items paid over
. Rent charge. The amount charged in addition to the depreciation	in and any amortized am	10unts
Total of base monthly payments. The depreciation and any am	ortized amounts plus the	rent charge = \$
		+
		= \$
		+ \$
L		+ \$
. Total monthly payment		
Early Termination. You may have to pay a subs The actual charge will depend on when the	tantial charge if you end lease is terminated. The	this lease early. The charge may be up to several thousand dollars. earlier you end the lease, the greater this charge is likely to be.
TEMIZATION OF GROSS CAPITALIZED COST.		options and maintenance responsibilities, warranties, late and default charges, and insurance. 16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do notipat
Agreed upon value of the vehicle	23, 454, 59 3, 055, 799 492, 47 5, 192, 47 5, 192, 47 6, 179 6, 179 7, 199 7,	 16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do notical in promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20. 17. SCHEDULED LEASE END DATE. This lease is scheduled to end (month) (day) (year) You are scheduled to return the vehicle on this date. 18. LEASE END DAILY EXTENSION CHARGE. \$
Agreed upon value of the vehicle	23, 454, 58 5, 055, 799 5, 192, 45 5, 192, 45 5, 192, 45 5, 192, 45 6, 170 5, 170 6, 1	 16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pair promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20. 17. SCHEDULED LEASE END DATE. This lease is scheduled to end (month) (day) (year) You are scheduled to return the vehicle on this date. 18. LEASE END DAILY EXTENSION CHARGE. \$
Agreed upon value of the vehicle 6 GMAC administrative fee + License/registration/title fees + Sales tax + Other tax (describe) + Optional service contract + Optional maintenance contract +	23, 454, 58 5 095, 299 5 N79 5 192, 47 5 N79 5 N79 5 N76 5 N76 5 N76 5 N76 5 N76 5 N76 5 N76 5 N78	 16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do notical is promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20. 17. SCHEDULED LEASE END DATE. This lease is scheduled to end (month) (day) (year) You are scheduled to return the vehicle on this date. 18. LEASE END DAILY EXTENSION CHARGE. \$
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Agreed upon value of the vehicle GMAC administrative fee + GMAC administrative fee + + License/registration/title fees + + Sales tax + + Other tax (describe) + + Optional service contract + + Optional maintenance contract + + Optional life insurance + + Optional disability insurance + + I. Gross Capitalized Cost = + HE VEHICLE YOU ARE TRADING. (year) (make) +	23, 454, 58 M70 M70 192, 47 M76 M76 M76 M76 M76 M76 M76 M7	16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20. 17. SCHEDULED LEASE END DATE. This lease is scheduled to end You are scheduled to return the vehicle on this date. (month) (day) (year) 18. LEASE END DAILY EXTENSION CHARGE. \$
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Agreed upon value of the vehicle GMAC administrative fee + GMAC administrative fee + License/registration/title fees + Sales tax + Other tax (describe) + Optional service contract + Optional maintenance contract + Optional life insurance + Optional disability insurance + Optional disability insurance + I. Gross Capitalized Cost = HE VEHICLE YOU ARE TRADING. (year) (year) (make) iross trade-in value = ayoff - et trade-in value = OFFICIAL FEES AND TAXES. You will pay all government license, tit inspection fees for the vehicle, or us (except our net income ta monthly payment if taxes change. We may bill you separately for official LESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE actual total of tees and taxes may be higher or lower depending on ta the value when a fee or tax is assessed.	20, 454, 50 N70 N70 192, 47 N70	16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not part in promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20. 17. SCHEDULED LEASE END DATE. This lease is scheduled to end (month) (day) (year) You are scheduled to return the vehicle on this date. You are scheduled to return the vehicle on this date. 18. LEASE END DAILY EXTENSION CHARGE. \$
Agreed upon value of the vehicle	20, 454, 50 N70 N70 192, 47 N79	16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pair promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20. 17. SCHEDULED LEASE END DATE. This lease is scheduled to end

a state to colum		\$	
Gross trade-in value		¢	· ·
Payoff	-	Ψ <u></u>	
Net trade-in value	=	\$	

13. OFFRAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monitory payment if taxes change. We may bill you separately for official fees and taxes.

The act. ¹ total of tees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.

a. Title/lien fees	\$	
b. Registration fees/taxes	\$	
c. License tees/taxes	\$	
d. Sales/use taxes (including tax on capitalized cost reduction)	\$ ¢	11/-
e. Exc se taxes	¢	NZ S
1. Property taxes	φ \$	67 S
g. Other (describe)	\$	5i / O
h. Other (describe) N/6	\$	<u></u>

14. MILEAGE.

LESSOR-

Base Mileage Allowance.	🗋 15,000 miles/year.	□Lów`mileage: 12,000 miles/year
	Medium-duty truck (gaso	line): 25,000 mites/year
	⊡Medium-duty truck (diese	el): 35,000 miles/year

	新会	or mile	f this lease ends
Extra Miles. You are buying	extra miles at \$	pea mile. 1	N/Mar mile tor
on or after the last scheduled paymer	nt is due, we will credit vo	ou with \$	per mile to
each unused extra mile. There wi	ill be no credit if the l	lease ends earl	y, you buy the
each unused exita thile. There we			
vehicle, or the vehicle is a total los	ss.		

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Excess Mileage Charge. The excess mileage charge is $\frac{3 \sqrt{3}}{100}$ per mile for each mile beyond the total allowed miles, plus tax. If the lease ends early and the vehicle is not a total loss, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

15. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

6,253.045

Insurance company name:	
Insurance agency name:	
Agency address:	
Agency phone no.:	
Agent's name:	
Policy no.:	Physical damage
Doductibles: Collision \$	Comprehensive \$

20. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.

Insurer name: Address:	8/4 8/4 8/4			
Life insurance	(Lessee Co-Lessee	⊡Both)	Premium Coverage limit	\$ \$

Disability insurance (Lessee only)

LESSEE'S SIGNATURE: X +

CO-LESSEE'S SIGNATURE X

21. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

Premium

Monthly coverage limit

Ständard manufacturer's warranty

Warranty papers that are separate from this lease state any coverage limits.

The law gives you a warranty that the vehicle conforms to the description in this lease. THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

22 OPTIONAL SERVICE AND MAINTENANCE CONTRACTS.

	N/G	Tem	Minonths.	¹⁴ /miles
Name	417.13		31/G	21/43
Nama	(V, k)	 . Term_	months,	miles

If you are buying a service or maintenance contract now, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost and you will pay rent charges on the price.

TITLE:

ARTIN ARKA	nd signed by you and us. No oral changes are BY:	CO-LES	SEE: X	
nay delay or refrain from entorcing any	y of our rights under this lease without losing		DV OF THIS AGREEMENT	
ICE TO LESSEE, 1. DO NOT SIGN	THIS AGREEMENT BEFORE YOU READ	DIT. 2. YOU ARE ENTITLED TO A CON BRAIL REPAILS OF		·····································
SIGNED THIS AGREEMENT AND	RECEIVED A COPY AT	(state)	(month	h) (day) (year)
	BY		SEE: X	
SEE: X SOR:		THE X - truth Plan 4-	1 and Manager	

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2008

PONTIAC Implementation Implementation	No. 0497 P. 9 RO: 112989 Cashier: 000045 15:05-1 Date Out: 09/16/2008 Status: REPRINT CLOSED IN:16170UT:1608 G2ZG558X64 006 PONT G6 RED Est. Mileage: 30959 Delivered: 04/21/2006 In Service: 04/21/2006 Date In: 08/29/2008
OF Acct Tech Hours Complaint/Cause/Correction Image: Complaint Cause Correction [WARRANTY] A WSGM Multi W 4.4 CUSTOMER STATES CHECK WIND NOISE & RATTLE IN SUNROOF AREA CHECKED FOR NOISE AND RATTLE, FOUND THAT THEY ARE COMING FR OM THE SUNROOF AREA. DIAGNOSED USING DOC #2093429. PERFORMED CONDITION #1 INSTALLED MYLAR WASHERS AND LUBRICATED FASTENE RS, FOR A CREAKING NOISE. FOUND A WINDNOISE AND PERFORMED CO NDITION #2 INSTALLING CROSS SEALING STRIPS ON THE GLASS PANELS, AND ADJUSTING PANELS. FOUND WINDNOISE COMING FROM OUTSIDE THE VEHICLE AND PERFORMED CONDITION #3 ADJUSTING THE MODULE SEAL COMPRESSION TO THE ROOF, ALSO THE SUNROOF MODULE SEAL IS NOT SEALING DUE TO BEING WARPED. REPLACED SEAL. ADJUSTED THE GLASS PANEL RETENTION PINS FOR A RATTLING NOISE, CONDITION #4. LOWERED THE HEADLINER AND CHECKED AND ADJUSTED THE REAR MOUNTING BOLTS ON THE SUNROOF, CONDITION #5. CLEANED MODULE SEAL AND APPLIED GM WEATHERSTRIP LUBRICANT FOR AN ITCHING NOISE BETWEEN PANELS, CONDITION #7. LIGHT COMING THROUGH THE PANELS IS NORMAL CONDITION #7. LIGHT COMING THROUGH THE PANELS IS NORMAL CONDITION #7. LIGHT COMING THROUGH THE PANELS IS NORMAL CONDITION #7. <td< th=""><td><u>Per Unit</u> Extended Price Operation Total: 0.00</td></td<>	<u>Per Unit</u> Extended Price Operation Total: 0.00
[WARRANTY] B WSGM 000019W 0.5 CUSTOMER STATES REMOTE TRANSMITTER DOES NOT WORK AT TIMES CHECKED AND FOUND THAT THE TRANSMITTER HAS FAILED INTERNALL Y. REPLACED AND REPROGRAMMED TRANSMITTER. CHECKS OK NOW. PO: HRS 0.5 R4490 CJ 6C Parts: 1 22733524 TRANSMITT 10.485 [WARRANTY]	Operation Total: 0.00
*C WSGM 000045 0.6 Z7901 CUSTOMER STATES PROVIDE 1 DAY LOANER PO: HRS 0.6 Z7901 MJ 98	Operation Total: 0.00

Oct. 6. 2008 10:38AMDELL RAPIDS CHEV PONT	No.0497 P. 10
DELL RAPIDS CHEVROLET PONTIAC	RO: 111987 Cashier: 000045 15:05-1 Date Out: 06/13/2008 Status: REPRINT CLOSED IN:13480UT:1411
Customer: <u>10459 Stock #:P250</u> 7	VIN:1G2ZG558X64
SIOUX FALLS SD Home: Work: N/A Cellular: N/A Advisor: 000045-TOM J BUSH Hat: Sold By: DAVE GUTHMILLER	2006 PONT G6 RED Est. Mileage: 28369 Delivered: 04/21/2006 In Service: 04/21/2006 Date In: 06/13/2008
OP Acct Tech Hours Complaint/Cause/Correction	Per Unit Extended Price
A WSGM 000056 0.0 [WARRANTY]	
CUSTOMER STATES CLEAR COAT IS PEELING OFF OF THE HOOD. R&R HOOD AND HAD REFINISHED AS THE CLEARCOAT IS PEELIN OFF. CHECKS OK NOW. PO: A0357 VV 5L SUBLET	
	Operation Total: 0.00

Oct. 6. 2008 10:38AM DELL RAPIDS_CHEV PONT	No.0497 P. 11
DELL RAPIDS 24609 Klein Avenue Dell Rapids, SD 57022 Phone (605) 428-5634 CHEVROLET PONTIAC Customer: 10459 Stock #:P2507	RO: 109319 Cashier: 000045 15:06-1 Date Out: 01/09/2008 Status: REPRINT CLOSED IN:11130UT:1607 VIN:1G2ZG558X64
SIOUX FALLS SD Home: Work: N/A Cellular: N/A Advisor: 000045-TOM J BUSH Hat Sold By: DAVE GUTHMILLER	2006 PONT G6 RED Est. Mileage: 23179 Delivered: 04/21/2006 In Service: 04/21/2006 : Date In: 12/05/2007
OP Acct Tech Hours Complaint/Cause/Correction [WARRANTY] A WSGM 000019 0.6 CUSTOMER STATES LEFT REAR DOOR WEATHERSTRIP IS LOOSE. CHECKED AND FOUND THAT THE WEATHERSTRIP IS WARPED. RE W/STRIP. CHECKS OK NOW. PO: HRS 0.6 Cl131 ON 4N Parts: 1 SO 22732567 SEALING S 10.694	Per Unit Extended Price
*B WSGM 000019W 0.5 CUSTOMER STATES SUNROOF SEEMS TO HAVE A LOT OF AIR NOI CHECKED AND FOUND NOISE. REPAIRED AS PER DOC #0508670 INSTALLED CROSS GLASS SEALS ON PANELS. ADJUSTED GLASS PANELSDOWN. PO: HRS 0.5 B9826 MH 93 Parts: 1 SO 25866125 STRIP 2 SO 25866125 STRIP	Operation Total: 0.00
*C WSGM 000019W 0.3 CUSTOMER STATES ONE REMOTE FOB WILL NOT UNLOCK THE DOC CHECKED AND FOUND THAT THE REMOTES ARE WORKING PROPER THIS TIME. NOM TROUBLE FOUND. PO: HRS 0.3 R9995 OJ 9Z	ORS. RLY AT Operation Total: 0.00

Oct. 6. 2008 10:39AMDELL RAPIDS CHEV PONT	No.0497 P. 12
DELL RAPIDS CHEVROLET PONTIAC	RO: 108516 Cashier: 000045 15:07-1 Date Out: 10/12/2007
Customer: 10459 Stock #:P2507	CLOSED IN:09490UT:0837 VIN:1G2ZG558X64
SIOUX FALLS SD Home: Work: N/A	2006 PONT G6 RED Est. Mileage: 21352 Delivered: 04/21/2006 In Service: 04/21/2006
Cellular: N/A Advisor: 000016-LEROY GEFROH Sold By: DAVE GUTHMILLER	
OP Acct Tech Hours Complaint/Cause/Correction	Per Unit Extended Price
A SCPR 000019 0.0 CUSTOMER STATES CHECK NOISE WHEN TURNING NOISE HEARD IS NORMAL IN ALL G6 VEHICLES	Labor Total: 0.00
	Operation Total: 0.00

Oct. 6. 2008 10:39AM DELL RAPIDS CHEV PONT	N₀. 0497 P. 13
DELL 2008 10:39AM DELL RAPIDS CHEV PONT DELL RAPIDS CHEVROLET PONTIAC CHEVROLET PONTIAC	57022 RO: 108227
Customer: <u>10459 Stoc</u> k #:P2507	VIN: 1G2ZG558X64
SIOUX FALLS SD Home: Work: N/A Cellular: N/A Advisor: 000045-TOM J BUSH Sold By: DAVE GUTHMILLER	2006 PONT G6 RED Est. Mileage: 20659 Delivered: 04/21/2006 In Service: 04/21/2006 Hat: Date In: 09/20/2007
OF Acct Tech Hours Complaint/Cause/Correctio A WSGM 000019W 1.0 [WARRANT A WSGM 000019W 1.0 [WARRANT CUSTOMER STATES THERE IS A CLUNKING NOISE IN THE CHECKED AND FOUND THAT THE NOISE IS COMING FROM THE STEERING GEAR. REPLACED GEAR. CHECKS OK NOW PO: HRS 1.0 E9740 NE 4X Parts: 1 SO 15858368 S/S 15216791 G 2 89020661 FLUID 8.8	FRONT END. BACKLASH IN EAR 6.508
*B WSGM 000019 0.0 E2000 CUSTOMER STATES ADJUST ALIGNMENT PO: E2000 NE 4X SUBLET	Y] Operation Total: 0.00

Oct. 6. 2008 10:39AM DELL RAPIDS CHEV PONT	No.0497 P. 14
DELL RAPIDS 24809 Klein Avenue Dell Rapids, SD 57022 Phone (605) 428-5634 Customer: 10459 Stock #: P2507 VIN: 10 SIOUX FALLS SD Work: N/A Cellular: N/A	RO: 107886 Cashier: 000045 15:06-1 Date Out: 08/28/2007 Status: REPRINT CLOSED IN:0756OUT:1112 S2ZG558X64 D06 PONT G6 RED Est. Mileage: 19840 Delivered: 04/21/2006 In Service: 04/21/2006
Advisor: 000045-TOM J BUSH Hat: Sold By: DAVE GUTHMILLER	Date In; 08/28/2007
OP Acct Tech Hours Complaint/Cause/Correction	Per Unit Extended Price
A WSGM 000019W 0.4 CUSTOMER STATES THERE IS A POPPING NOISE WHEN TURNING AND BACKING. TEST DROVE AND FOUND THAT THERE IS A POPPING NOISE IN THE F RONT. TIGHTENED FRONT SUPS. BOLTS, STRUTS, AND SWAY BAR LINK S. NOISE IS STILL THERE, LUBED STEERING SHAFT AS PER DOC# 1973984. LUBED AND ADDED FOAM PADS. CHECKS OK NOW.	
PO: HRS 0.4 E9448 NP 2N	Operation Total: 0.00

Oct. 6. 2008 10:39AM DELL RAPIDS CHEV PONT	No.0497 P. 15
	bin Avenue s, SD 57022 RO: 103245 5) 428-5634 Cashier: 000045 15:06-1 Date Out: 07/06/2006 Status: REPRINT CLOSED
Customer: 10459 Stock #:P2507 SIOUX FALLS SD Home: Work: N/A Cellular: N/A Advisor: 000031-DOUG ABELN	IN:10400UT:1114 VIN:1G2ZG558X64 2006 PONT G6 RED Est. Mileage: 4046 Delivered: 04/21/2006
Sold By: DAVE GUTHMILLER	
A SCPR 000019 0.3 01 CUSTOMER STATES LUBE, OIL, FILTER & PERFORM	MER PAY] Labor Total: 10.00
CHANGE OIL AND FILTER Parts: 1 12490147 FILTER 5 QU530 QUAKER 5-3	1.836 6.00 6.00 2.15 10.75 Total Parts: 16.75 Operation Total: 26.75
[WARK B WSGM 000019W 0.3 N9995 CUSTOMER STATES RATTLE IN SUNROOF OVER BUMPS ALSO IS SWITCH STICKING. NOT LETTING ROOF CL RATTLE IS INTERIOR COVER ON HEADLINER TRIM NO SWITCH IS VERY SENSITIVE MUST BE IN EXACT RIC CLOSE PROPERLY WORKING AS MANUFACTURER DESIGN PO: HRS 0.3 N9995 O8 92	DSE RIGHT DRMAL CONDITION, GHT AREA TO NED FOR US.
	Operation Total: 0.00

Customer Pay Labor:	10.00
Customer Pay Parts:	16.75
Supplies and/or Hazardous Waste Removal:	0.80
Customer Pay Subtotal:	27.55
Customer Pay Sales Tax:	1.10
Customer Total Due:	28.65

Chk: 28.65

27U 19B ORDE	G6 - 6CYL SEDAN CRIMSON RED EBONY R NO. JMPHHJ/TRE 1G2 ZG55 8X 64	STOCK NO		DETROIT	DTORS CORE SSANCE CEE MI 48	PORATION NTER 8243-1114
* * * *	* * * * * * * * * * * * * * * * * * * *	* * * * * * * * * *	* * * * * * * * * *	* * * * * * * * * * * *	* * * * * * * * * _	16*15286S
AP3	L & FACTORY OPTIONS 9 G6 - 6CYL SEDAN REMOTE VEHICLE STARTE	R SYSTEM	190.00	157.70	SHIPPED 1	10/14/05
FE9	SU-STATE EMISSIONS		N/C	N/C	EXP 1/1	
F83 VOE	AALE RAIIO 3.05				INI COM L	LU/25/05
LUS TVQ	50-STATE EMISSIONS AXLE RATIO 3.05 ENGINE BLOCK HEATER ENGINE, 3.5L V6 SFI		35.00 N/C	29.05 N/C	VEVC COO	10/13/05
мх О	AUTOMATIC TRANSMISSIO	NT			WFP-S OTH	
					~	
	<pre>PREMIUM VALUE PACKAGE * (4) 16" PAINTED ALL4 * AM/FM STEREO 6 DISC (REPLACES STD/OPT/P) * PANORAMIC ROOF, POW</pre>	KG RADIO) ER	κ.		SHIP WT: HP: GMS:	3417 32.9 20866 85
PDD	CONVENIENCE PACKAGE II * POWER ADJ BRAKES & PEDALS * FLOOR MATS, CARPET	NCLUDES:	250.00	207.50	SUPPLR: MRM: DAN: MEMO	21802.48 23955.00 G6BAR
m 4 0	* CARGO NET		005 00			
U2K	SPOILER XM SATELITE RADIO - SI FEE EXTRA 1ST 3 MONT	ERVICE	225.00 325.00	186.75 269.75		
VK3 1SZ	LICENSE PLATE BRACKET PREMIUM PACKAGE DISCO	, FRONT UNT	N/C 500.00-	N/C 415.00-		

TOTAL MODEL & OPTIONS	22830.00	20851.75	ACT 231	20791.85
DESTINATION CHARGE	625.00	625.00	H/B 261	684.90
LAM DEALER CONTRIBUTION		114.15	ADV 261	114.15
LAM GROUP CONTRIBUTION		114.15	EXP 65A	114.15

	REMIT TO GMAC NO. 007
DELL RAPIDS CHEVROLET PONTIAC	VIN 1G2ZG558X64
	\$ 21705.05 INV 2AD52906771
	DUE 10/25/05 DEALER 15-286

Privileged and Confidential Information

CASE ASSESSMENT

By: Rose Willimot State: SD

Customer Name:

Service Request: 71-668582701

Vehicle is: New

BBB Case No.: PGM0850266

BAC Code:

195371

Vehicle ID No.: 1G2ZG558X64 In Service Date: 4/22/2006

Year, Make & Model: 2006 Pontiac G6 Mileage at Time of BBB Filing 32,300 Lien holder: GMAC x Other: SmartLease

DVM Name: Jean Bowman Mike Manzo Phone/Cell Number: Bowman: 712-276-0921 Manzo 952-913-5499 Svc Mgr Name: DELL RAPIDS: Tom Bush SIOUX FALLS: Paul Sundvold PROSTROLLO: Joel Husher Vehicle Purchased Used on: N/A at odometer N/A Sale Type: Purchase Lease X Other : {Type} CAM Name: **Rob Johnson**

Phone Number: 630-961-6817

VEHICLE REPAIR HISTORY

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

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

has tac been contacted for service history Y OR N. If **yes** please include tac # and explanation tac was involved. If tac has

IF TAC HAS NOT BEEN CONTACTED WHY NOT? TSB's relating to concern.

Sunroof

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
<mark>7/6/2006</mark>	<mark>103245</mark>	1	<mark>4,046</mark>	**WARRANTY START DATE: 4/22/2006 C/S rattle in sunroofr over bumps and RR tracks. Also switch is sticking. Not letting roof close right. Rattle in interior cover on headliner trim. Normal condition. Switch is very sensitive. Must be in exact right area to close peroperly. Working as manufacturer designed for us. **END OF LL RIGHTS PERIOD 4/22/2007

<mark>10/20/2007</mark>	<mark>284497</mark>	<mark>4</mark>	<mark>21,606</mark>	Inspect sunroof drain hose. Potential interior water leak. Veh not involved in recall as per VISS 10/20/2007.
<mark>12/5/2007</mark>	<mark>109319</mark>	<mark>36</mark>	<mark>23,179</mark>	C/S sunroof seems to have a lot of air noise. Checked and found noise. Repaired as per Doc # 050867014G. Installed cross glass seals on panels. Adjusted glass. Panels down. **END OF PRESUMPTION PERIOD
8/29/2008	112989	19	30,959	C/S check wind noise and rattle in the sunroof area. Checked for noise and rattle. Found that they are coming from the sunroof area. Diagnosed using doc # 2093429. Performed condition # 1. Installed mylar washers and lubricated fasteners, for a creaking noise. Found a windnoise and performed condition # 2 installing cross sealing strips on the glass panels, and adjusting panels. Found windnoise coming from outside the veh and performed condition #3 adjusting the module seal compression to the roof, also the sunroof module seal is not sealing due to being warped. Replaced seal. Adjusted the glass panel retention pins for a rattling noise, condition #4. Lowered the headliner and checked and adjusted the rear mounting bolts on the sunroof, condition #5. Cleaned module seal and applied GM weatherstrip lubricant for an itching noise between panels, condition #9. Checks ok at this time.
	nico whon t	urning c	tooring whool	

Popping noise when turning steering wheel

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
8/28/2007	107886	1	19,840	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 C/S there is a popping noise when turning and backing. Test drove and found that there is a popping noise in the front. Tightened front sups. Bolts, struts, and sway bar links. Noise is still there. Lubed steering shaft as per doc
9/20/2007	108227	14	20,659	# 1973984. Lubed and added foam pads. Checks ok now.C/S there is a clunking noise in the front end. Checked and found that the noise is coming from the backlash in the steering gear. Replaced gear. Checks ok now.
10/10/2007	108516	3	21,352	C/S check noise when turning. Noise heard is normal in all G6 veh's.
10/20/2007	284497	4	21,606	Clunk noise when turning at slow speeds. Replace the steering gear to correct condition. Excessive play or clearance.
1/3/2008	288250	6	23,746	Check noise in steering at slow speeds. Front lower air deflector loose; and internal steering gear fault. Reinstall air deflector—replace steering gear assembly. Set front toe.
2/25/2008	290894	3	25,215	Check for noise in front when turning and over bumps. Lubricate I-shaft and reposition bolt. **END OF PRESUMPTION PERIOD 4/22/2008
3/18/2008	292033	Х	25,778	Lease payment reimbursement. Reimbursement for one lease payment. Goodwill due to chronic steering noise issues\$337.00
4/28/2008	293989	3	26,942	Check for noise in front when turning and over bumps. Intermediate steering shaft sticking. R&I intermediate
6/14/2008	296438	10	28,401	steering shaft to lube. Clunk noise in front when going over bumps. Lack of lube

on intermediate steering shaft and interference from clamp on steering gear input shaft. Perform correction #1 and #2 from **TSB # 06-02-32-007D**.

Hood

Date:	<u>RO #:</u>	Days	<u>Mileage:</u>	Description of Complaint and Repair Performed:
Date.	<u> </u>	<u>Days</u> Out:	inicaye.	
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
6/13/2008	111987	1	28,369	C/S clear coat is peeling off of the hood. R&R hood and had refinished as the clearcoat is peeling off. Checks ok now.
Starter/Lo	<u>ng Crank</u>			
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
8/2/2008	298844	1	30,079	Check for long crank time. Warm or cold—Inter. Clean and inspect grounds; ok—reprogram PCM per TSB 06-06- 04-049 – Customer to monitor.
9/12/2008	300869	16	31,559	Starter is noisy on engagement. Starter makes excessive noise. Replaced starter assembly.
E Fog-lamp				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
0.44.0.400.000			01 550	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
9/12/2008	300869	*	31,559	Fog-lamp button doesn't light up. Diag. to find open in switch assembly. Replaced fog-lamp switch.
Ueather-s	<u>trip (NOT C</u>	<u>ON CCF)</u>		
<u>Date:</u>	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
12/5/2007	109319	*	23,179	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 C/S left rear door weather-strip is loose. Checked and
				found that the weather-strip is warped. Replaced w/ strip. Checks ok now. **END OF PRESUMPTION PERIOD 4/22/2008
🗌 <u>Key Fob (N</u>	NOT ON CC	F <u>)</u>		
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007
12/5/2007	109319	*	23,179	C/S one remote FOB will not unlock the doors. Checked and found that the remotes are working properly at this time. No trouble found

this time. No trouble found.

**END OF PRESUMPTION PERIOD 4/22/2008

8/29/2008	112989	*	30,959	C/S remote transmitter does not work at times. Checked and found that the transmitter has failed internally.
				Replaced and reprogrammed transmitter. Checks ok now.

Ignition (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
3/4/2008	291354	3	25,430	Can't remove ignition key. Adjuster on park lock cable broken, won't hold adjustment, and ignition lock cylinder binds. Replaced park lock cable assembly. Replace ignition cylinder and recode. **END OF PRESUMPTION PERIOD 4/22/2008

Brakes (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007
				**END OF PRESUMPTION PERIOD 4/22/2008
4/28/2008	293989	*	26,942	Check for vibration on brake apply. Rotor variation. Re- machine front brake rotors.

Tires (NOT ON CCF)

<u>Date:</u>	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
			**END OF LL RIGHTS PERIOD 4/22/2007	
			**END OF PRESUMPTION PERIOD 4/22/2008	
4/28/2008	293989	*	26,942	Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has slight drift to left.

Turn Signal (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
				**END OF PRESUMPTION PERIOD 4/22/2008
9/8/2008	207332	1	31,400	LR turn signal inop. Replaced bulb.
Grill (NOT	<u>ON CCF)</u>			
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
				**END OF PRESUMPTION PERIOD 4/22/2008
9/8/2008	207332	*	31,400	Advise on cost to replace damaged grill insert. Reinstalled grill into bumper.

Drivers do	or (NOT ON	<u>N CCF)</u>		
<u>Date:</u>	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
9/8/2008	207332	*	31,400	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Nuts for driver door check link keep coming loose. Removed nuts and applied lock tite to both door check links.
<u>Headliner</u>	<u>(NOT ON C</u>	<u>CF)</u>		
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
9/12/2008	300869	*	31,559	Drivers sun-visor mirror lid won't stay shut. Parts ordered.
Recall/Car	<u>mpaign (No</u>	t Related	to Other Syr	mptoms/Complaints)
Date:	<u>RO #:</u>	<u>Days</u>	Mileage:	Description of Complaint and Repair Performed:

Has the vehicle ever been involved in a accident N Did you confirm your answer with the customer Y What type of damage was sustained (example front end collision) Did have a chip in the paint that was smaller than the size of a dime. Also, cust has cracked windshield. Cust adv that a rock hit it, but she's going to repair that as well. Are the RO's attached if the vehicle was in an accident N/A

Have you filed to collect any insurance claims with this vehicle N What were the dates N/A What was the reason you filed N/A

Are there any Aftermarket Modifications to the Vehicle or N Have you confirm this with the customer Y List:

Out:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM Other

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

What is the customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement: The customer does not appear to be eligible as the claim was filed beyond the first 12/12.

Lemon Law Repurchase/Replacement:

The cust does not appear to be eligible as the **veh is leased (Delivery Type 015) & the lemon law does not appear to cover a lessee.** Also, the only concern with 4 repair attempts within the first 24/24 does not have an occurrence within the first 12/12.

GM Program Summary Repairs/Reimbursement for past repairs: The customer appears to be eligible as the claim was filed while still within the bumper to bumper warranty.

THE STATE LEMON LAW READS:

Days out of service: 30 Repairs 4 Time period 24 months / 24,000 miles (First occurrence must be in 12/12) Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs N/A Safety-related time period N/A

Number of repair attempts in the presumption period:

Sunroof—3 Steering—6 (0 during LL rights) Weather Strip—1 (0 during LL rights) Key Fob—1 (0 during LL rights) Ignition—1 (0 during LL rights) 41 126 (for everything)

Total days out of service during the presumption period: Total days out of service during customer's ownership:

Vehicle Meets Presumption of Lemon Law Yes

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: 71-602708780 (Recall info)

Date & Offer/Result: Cust Sts: I just want to know if there is any recalls. I have been to the dealership 4 times and I am sick of it. It is not having any problems at this time. They did fix the problem. I was just woundering if there is any problem. That would be ok it is something for my time. I am satisfied with the oil change.

CRS adv: At this time we are not able to assist because you are not having any problems. What I can do for you is give you my number that way you can get back in contact with me. I can offer you a free oil change for having the problem.

Cust provided Maint Letter for inconvenience.

Case closed., 2/15/2008, Reopened 2/19/2008 Inbound Call Customer, 2/19/2008 Cust sts: It is making a poping noise when I turn the steering wheel. The drive gear I have replaced already 5 times. The dealership replaced it agian but it is going out agian. They said to call you and see what you had to say.

Outbound Call Dealer, 2/20/2008 It was a steering noise. Have kelli call me when she makes a time to work with me. Diagnosis?Steering gear accembilt (Rack and pinion)

Closed dissatisfied 2/26/2008

Concern: 71-638410568 (Steering) Date & Offer/Result: Inbound Call Customer, 6/23/2008 Cust said that her issue with the veh is an on going one and she wants compensation for the trouble she is into for bringing the veh to the dealership for the concern that the dealership wasn't able to fix.

Outbound Call Dealer, 6/23/2008 DIr sts: Intermediate steering shaft. Diagnosis? replaced the steering shaft and lubed it.

Outbound Call Customer (should be dlr), 6/25/2008

Dir advised: Well we replaced it and have to keep lubing it. I gave her a car payment, even her selling dirship wouldn't do that. Well if it's still happening we will have to get her back here to do a ride along.

Inbound Call Customer, 7/11/2008 Cust offered CCL for steering, cust declined.

Outbound Call Dealer, 7/15/2008 Discussed GMPP.

Outbound Call Customer, 7/17/2008 Cust offered GMPP Value Guard 24/24 with \$50 deductible Cust declined offer, made rude remarks, disconnected call.

Case closed dissatisfied 9/11/2008.

Concern: 71-656637760 (Steering) Date & Offer/Result: Inbound Call Customer, 8/22/2008 Restated previous concerns

Case closed dissatisfied 9/10/2008

Concern: 71-661508902

Date & Offer/Result: Inbound Call Customer, 9/8/2008

Cust Sts: cust said she is having a lot of issues with her veh, she has to go to dealership almost every week & spend \$250, current issue is with sunroof, it is very noisy, air leaks in, lots of wind noise in back, cust can see right through the panel,

Inbound Call Customer, 9/11/2008

Crs states: Well the only thing I can think of to do is to look at offering you and OLC for about \$2000 once the vehicle is repaired and you figure out what you want to do in terms of trading etc.

Outbound Call Customer, 9/17/2008

Customer states: Not satisfied with the offer of the OLC. Customer not able the amount that is owed on the current vehicle. Mentioned that previous CRS made an offer to provide an extended warranty. Provided address and mileage.

Cust provided 36/45 Value Guard

Case closed satisfied 9/24/2008.

RECOMMENDATION AND RATIONALE

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

Cust sts: I would like some compensation for the additional miles that I have to put on my veh going back & forth to the dlr. I was never offered additional mileage or extended coverage. For me to go to the dlr it is 100 miles round trip.

DVM sts: Jean Bowman calling about **the second of**. My dlr's Dell Robinson; I suggest you take the case w/ the Pontiac store. I will remind you that the period for LL is 24/24.

SVM sts: Steering is a cosmetic noise. We did put a steering gear in it, at 21,000 & 23,000 miles. After that, we haven't put in anymore; we've been lubricating the steering shaft. It'll take care of it for a while & then after another 3 months she'll bring it back.

In Oct 07 we replaced the steering gear & then again in Jan 08. I personally rode w/ her to make sure it was ok. She admitted that it's ok, but then comes back. She came back again 2/08 for the same thing.

She complained about it to me then, & **I did give her a reim for a veh payment** March 08 processed through the dlr to try to take care of this.

No defect. Gears were put on right away, & since then, it's just lubing the shaft. Had an issue w/ starter that took 2 times to fix because it was intermittent. We followed a bulletin for one. One repair was for a long crank, next was for a noise. The problem just started in Aug & Sept.

Should cust receive assistance? It's hard to say. She's mad at the car, but it's a cosmetic noise & seems to be characteristic of the veh. She probably should receive something, but I don't know what.

CRS Rationale: Based on RO's, cust has been without veh for substantial period of time. However, cust has already been provided reim of a veh payment, GMPP VG, & maint cert. Possible GMPP SC for period of lease or reim of lease payments.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law Days out of service

Concerns have continued to recur after presumption period	
Sunroof issue originated during LL rights period.	

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law Mileage indicates that veh has not been substantially impaired

No FRA

Sunroof seems to be the only concern that was originally reported to GM during the LL rights period & cust only has 3 repair attempts to this concern

Decision reached by CRS: Arbitrate case:

Settle case:

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

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

Revised 053107

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

Customer:

Request #: 71-668582701

BBB#: PGM0850266

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

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

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

Purchase Price (from dealer Bill of Sale before tax, tag, etc)	\$23,454.50
MSRP (from BARS Invoice)	\$23,455.00
Difference (If positive, look for Over Allowance) If no Trade in, have Dealer explain why customer paid more than MSRP .	\$.50
Trade Allowance (from dealer Bill of Sale)	\$6,000.00
Actual Cash Value Statement	\$4,000.00
Difference (if positive, this is the overallowance)	\$2,000.00
Trade Allowance	\$6,000.00
MinusPayoff of Trade	\$5,225.00
Difference (if negative = negative equity)	\$775.00

If Over Allowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with							
Team Lead before submitting information to BBB							
Purchase Price (from dealer Bill of Sale before tax, tag, etc.)	\$23,454.50						
Incentives not included in Purchase Price (from BARS) minus	\$0.00						
(Do not include fuel fill credit or dealer incentives. GM Card Points must be included)							
Overallowance and/or Negative Equity minus	\$2,000.00						
Actual price of Vehicle that should be presented to BBB for ATA	\$21,454.50						
1 1							



GENERAL MOTORS BUSINESS RESOURCE CENTER

October 3, 2008

Paul Sundvold PONTIAC CADILLAC OF SIOUX FALLS 101 S CAROLYN AVENUE SIOUX FALLS, SD 57107-0262

Re:

Siebel Request: 71-668582701 2006 Pontiac G6 VIN # 1G2ZG558X64

Dear Mr. Bush:

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. Please mark out any personal information (such as social security numbers.) The specific documents needed are:

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

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

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

Sincerely,

Rose Willimot

BRC Customer Relationship Manager Ph# 800-231-1841, extension 21599 FAX# 866-281-0327



GENERAL MOTORS BUSINESS RESOURCE CENTER

October 3, 2008

Tom Bush DELL RAPIDS CHEVROLET PONTIAC 24609 KLEIN AVENUE DELL RAPIDS, SD

Re:

Siebel Request: 71-668582701 2006 Pontiac G6 VIN # 1G2ZG558X64

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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. Please mark out any personal information (such as social security numbers.) 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.

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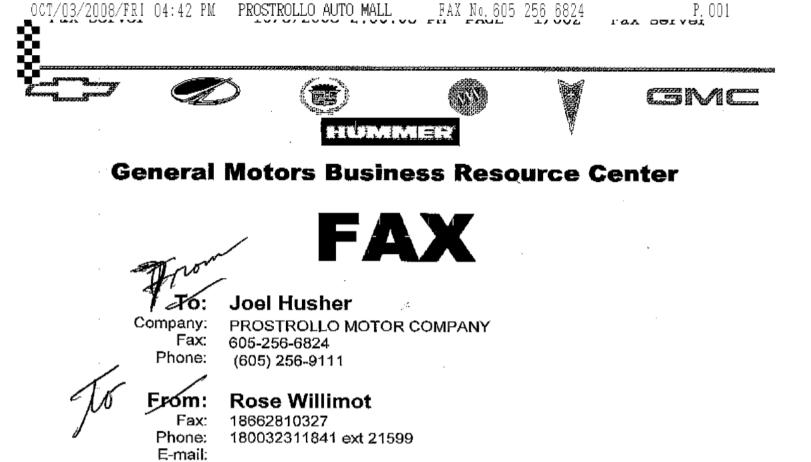
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Sincerely,

Rose Willimot

BRC Customer Relationship Manager Ph# 800-231-1841, extension 21599 FAX# 866-281-0327



cc:

NOTES:

Good Afternoon Joel,

Attached is the letter outlining the documents that I need to complete my case assessment on case. Please fax them back to me at 866-281-0327 as soon as possible. If you have any questions, feel free to call me at 800-231-1841 ext 21599 anytime between 8:00 am & 4:30 pm est Monday to Friday. Thank you so much for your time & assistance.

Have a great weekend, Rose Willimot BRC Customer Relationship Specialist Ph# 600-231-1841, extension 21599 FAX# 866-281-0327 willimro@gmexpert.com OCT/03/2008/FRI 04:42 PM PROSTROLLO AUTO MALL

FAX No. 605 256 6824

P. 002



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PROSTROLLO ALL-AMERICAN AUTO MALL

1001 S. WASHINGTON • RO. BOX 288 MADISON, SOUTH DAKOTA 57042 Website: www.prosurolloautomall.com



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CVCS300869

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		ADVIŠOR			NO	INVOICE DATE	INVOICE NO.
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PAGE 2 OF 2	SERVICE FILE COPY		[=	IND OF INVOICE] 11:37am	1	· · · · · · · · ·

Copyright & 1998 The Record is and Records: Conjumy ERAINTINYE GO-508083 09402

OCT/03/	2008/FRI	04:43 PM	PROSTROLLO A	UTO MALL	FAX No. 605 256 6824	P. 003	
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PAGE 1 OF 2	. •							

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OCT/03/2008/FRI 04:43 PM PROSTROLLO AUTO MALL FAX No. 605 256 6824 P. 004 1 :: Ø CVCS298844 CVCS298844 California. C=NTC -AMERIC 1. 1. 1. 1. Jeep Const AUTO MALL 1001 S. WASHINGTON - PO. BOX 288 PHONE (605) 256-9111 TOLL FREE: 1-800-777-4146 E Dottge MADISON, SOUTH DAKOTA 57042 m Website: www.prosuolloautomali.com FAX # (605) 255-6824

CUSTOMER NO.	······································	ADVISOR			-		
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PAGE 1 OF 1	SERVICE FILE COPY		I END O	F INVOICE	10:32am	l	

OCT/03/2008/FRI 04:43 PM PROSTROLLO AUTO MALL FAX No. 605 256 6824 P. 005 (**) CVCS296438 CVCS296438 100 (\mathfrak{s}) O a Tana a **#** Jeer 1 (9....) Times 1001 S. WASHINGTON . P.O. BOX 288 PHONE (605) 256-9111 MADISON, SOUTH DAKOTA 57042 S 97 TOLL FREE: 1-800-777-4146 Website: www.prostrolloautomafl.com FAX # (605) 256-6824 CUSTOMES NO VOICE DATE ADVISOR VOICE NO 221137 CHARLES F HALL 69 525 06/23/08 CVCS296438 TOCK NO. 28.401 RED/ YEAR / MAKE / MODEL DELIVERY DATE DELIVERY MILES 04/22/06 126 06/PONTIAC/G6 SEDAN/6 CYLN STOUX FALLS, SD PRODUCTION DATE VEHICLE I.D. NO. BELLING DEALER NO. 1 G Z Z G 5 5 8 X 6 4 DELL RAPID E T. E. NO. O. DATE O, NO 06/14/08 BUSINESS PHONE COMMENTS MO: 28401 STATEMENT OF DISCLAIMER OIL TYPE QUAKER STATE LABOR & PARTS The factory warranty constitutes all of the LABOR & PARIS J# 1 OGCVZIO "CLUNK" NOISE IN FRONT WHEN GOING OVER BUMPS LACK OF LUBE ON INTERMEDIATE STEERING SHAFT AND INTERFERENCE FROM CLAMP ON STEERING GEAR INPUT SHAFT PERFORM CORRECTION #1 AND #2 FROM TSB #06-02-32-007D 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 JOB # 1 TOTAL LABOR & PARTS 0.00 purpose. Seller neither assumes nor autho-TOTAL Service and the rizes any other person to assume for it any liability in connection with the sale of this [] CASH [] CHARGE [] M.C./VISA [] AMERICAN EXPRESS [] GM CARD [] FORD CARD [] DISCVR [] GM GW [] FORD QC TOTAL LABOR.... 0.00 item/items. 0.00 0.00 TOTAL SUBLET... CREDIT POLICY [] CHECK # TOTAL G.O.G.... TOTAL MISC CHG. 0.00 A finanace charge of 2% per month (annual 0.00 rate of 24%) will be charged after 30 days. [] 3RD PARTY CHARGE NAME TOTAL MISC DISC TOTAL TAX..... 0.00 CUSTOMER SIGNATURE 0.00 CUSTOMER NUMBER TOTAL INVOICE \$ 0.00 We accept MasterCard, Visa, Discover and American Express SHOP SUPPLIES ARE NON-PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED ITEMIZED MATERIALS REQUIRED REPAIRS ONLY. IN SERVICING CUSTOMER VEHI-CLES. INCLUDING BUT NOT LIMITED TO SUCH ITEMS AS CUSTOMER SIGNATURE CLEANING SOLVENTS, LUBRI-********************* DUPLICATE INVOICE ********* CANTS, SEALERS, ADHESIVES, SPECIAL TOOLS, SHOP RAGS AND TOWELS, NUTS, BOLTS, WASH-ER\$, WIRE ETC. HANDLING AND DISPOSAL OF HAZARDOUS WASTE MATERIALS INCLUDE ΤĤΕ SPECIAL COSTS INCURRED TO COMPLY WITH THE ENVIRON-MENTAL PROTECTION AGENCY (EPA) REQUIREMENTS FOR THE STORAGE, USE, AND DISPOSAL OF CERTAIN HAZARDOUS MATE-RIALS SUCH AS USED MOTOR OIL, USED TRANSMISSION FLUID, USED ANTI-FREEZE ETC. PAGE 1 OF 1 ACCOUNTING COPY [END OF INVOICE] 04:47pm opyright © 1998 The Reynolds and Reyne ERAINTINVE QQ-60

OCT/03/2008/FRI 04:43 PM PROSTROLLO AUTO MALL FAX No. 605 256 6824 P. 006 \otimes Stanna An CVCS293989 CVCS293989 on M⊂ anina AMERICA Jeep AUTO MALL -1001 S. WASHINGTON • P.O. BOX 288 MADISON, SOUTH DAKOTA 57042 PHONE (605) 255-9111 TOLL FREE: 1-800-777-4146 FAX # (605) 256-6824 E Hadge Ø Website: www.prostrolloautomail.com

		ADVISOR		TAG	10	INVOICE DATE	INVOICE NO.
221137			BAHMULLER	32	969	04/.30/08	CVCS293989
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	•	F. T. E. NO.		P. O. NO.		P. D. DATE 04/28/08	
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CVCS291354



CVCS291354

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IL TYPE] QUAKER STATE				STATEMENT	OF DISCLAIMER
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1001 S. WASHINGTON . P.O. BOX 288

MADISON, SOUTH DAKOTA 57042

Website: www.prostrolloautomafl.com

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FAX No. 605 256 6824 P. 009 PROSTROLLO AUTO MALL OCT/03/2008/FRI 04:44 PM (13) CVCS290894 CVCS29089 Æ

1001 S. WASHINGTON - P.O. BOX 288

MADISON, SOUTH DAKOTA 57042

				ostrolloautomalk.com		TOLL FREE: 1-800-7 FAX # (605) 256-	77-4146 6824	2
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CUSTOMER NO	221137		ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO.] .
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		·			25,215	RED/	ŚTOCK NO.	
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SHOP SUPPLIES ARE NON-ITEMIZED MATERIALS REQUIRED IN SERVICING CUSTOMER VEHI-CLES. INCLUDING BUT NOT LIMITED TO SUCH ITEMS AS CLEANING SOLVENTS, LUBRI-CANTS, SEALERS, ADHESIVES, SPECIAL TOOLS, SHOP RAGS AND TOWELS, NUTS, BOLTS, WASH-ERS, WIRE ETC.

PHONE (605) 256-9111

HANDLING AND DISPOSAL OF HAZARDOUS WASTE MATERIALS INCLUDE THE SPECIAL COSTS INCURRED TO COMPLY WITH THE ENVIRON-MENTAL PROTECTION AGENCY (EPA) REQUIREMENTS FOR THE STORAGE, USE, AND DISPOSAL OF CERTAIN HAZARDOUS MATE-RIALS SUCH AS USED MOTOR OIL, USED TRANSMISSION FLUID, USED ANTI-FREEZE ETC.

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OCT/03/2008/FRI 04:44 PM	PROSTROLLO AUTO MALL	FAX No. 605 256 6824	P. 010
	ALL-AN ALL-AN AUTO 1001 S. WASHIN MADISON; SO	TROLLO ERICAN MALL GTON - RO. BOX 288 UTH DAKOTA 57042 rostrollogutemail.com	CVCS290894 PHONE (603) 256-9111 TOLL FREE: 1-800-777-4146 FAX # (605) 256-6824

CUSTOMER NO.	ADVISOR	TAG NO,	INVOICE DATE	INVOICE NO.
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CALL 480-3773		1	MENTAL PROTE	
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AUTO MALL 1001 S. WASHINGTON • P.O. BOX 288 MADISON, SOUTH DAKOTA 57042 Website: www.prostrofloautomail.com

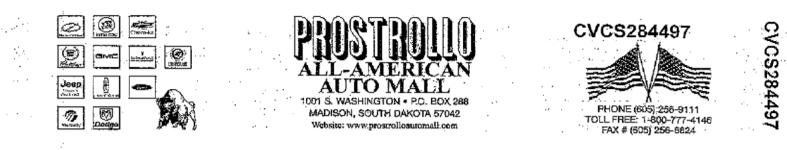


PHONE (605) 256-9111 TOLL FREE: 1-500-777-4146 FAX # (605) 256-6824

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221137	DALE L BA	AHMULLER	32 TAG N	^{□.} 222	INVOICE DATE 01/08/08	CVCS288250
	LABOR RATE	ľ	MILEAGE	23,746	RED/	STOCK NO.
		⊾ AC/G6 SEDAN/0		-	04/22/06	DELIVERY MILES
SIOUX FALLS, SD	VEHICLE I.D. NO.	G 5 5 8 X 6			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.		P. O. NO.		R. O. DATE 01/03/08	
REAL BUSINESS PHONE	COMMENTS				01/03/08	Mo. 22762
OIL TYPE] QUAKER STATE					STATEMENT (MO: 23763
LABOR & PARTS J# 1 06CVZ10 CHECK NOISE IN STEERING AT SLOW SP FRONT LOWER AIR DEFLECTOR LOOSE, A GEAR FAULT REINSTALL AIR DEFLECTOR REPLACE SET FRONT TOE	PEEDS IND INTERNAL S STEERING GEAR	GTEERING R ASSEMBLY		19 WARRANTY	The factory warranty warrantles with respe- item/items. The Seller claims all warranties implied, including an merchantability or fit	constitutes all of the of to the sale of this hereby expressly dis- a, either express of y implied warranty of
PARTSQTYFP-NUMBERDESCRI JOB # 1 1 25902150 GEAR 6	PTION	UNIT	PRICE-	WARRANTY	purpose. Seller neithe rizes any other perso	
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P. 012



GUSTOMER NO.	ADVIBOR	,		TAG NO.	(INVOICE DATE	INVOICE NO.
221137	CHARLES	F HALL	69	366	10/23/07	CVCS284497
	LABOR RATE		MI	LEAGE	COLOR	STOCK NO.
				21,606	RED/	
			EDAN/6 CYL		DELIVERY DATE	DELIVERY MILES
SIOUX FALLS, SD	VEHICLE I.D. NO.	<u>AL/68 5</u>	EDAN/ 6 CYL	N	04/22/06 SELLING DEALER NO.	PRODUCTION DATE
		G 5 5	8 x 6 4		DELL RAPID	PHODUCTION DATE
· · ·	F. T. E. NO.	<u> </u>	18.0. NO.		R. O. DATE	· · ·
					10/20/07	
P BUSINESS PHONE	COMMENTS					
						MO: 21609
[OIL TYPE] QUAKER STATE					STATEMENT (OF DISCLAIMER
DABOR & PARTS	nangiosse continue to the Salata Airl	1/2020-001-06-001	e e e e e e e e e e e e e e e e e e e	 	The factory warranty	constitutes all of the
CLUNK NOISE WHEN TURNING AT SLOW	SPEEDS	a teast tait aire airean air	eng tan serve deserve	THE REPORT OF THE PARTY OF THE	warranties with respe	ect to the sale of this
REPLACE THE STEERING GEAR TO CORF	ECT CONDITION.	EXCESSIV	۲F (Item/items. The Seller	
PLAY OR CLEARANCE.		, 1000001			cialms all warrantie	
					implied, including an	
PARTS QTY FP-NUMBER	IPTION		UNIT PRICE			
JOB # 1 1 15858368 GEAR JOB # 1 1 15858368 CORE	6.508 RETURN	•	1	WARRANTY	merchantability or fit	
505 # 1 -1, 15656566 CORE	RETURN	10B .#	1 TOTAL PARTS	WARRANTY	purpose. Seller neithe	
	1	JOD -T	I TOTAL PARTS	0.00	rizes any other perso	
•	J08 #	1 TOTAL	LABOR & PARTS	0,00	fiability in connection) with the sale of this
					item/items.	
J# 2 LILOVZ#07015	SERVICE THE SERVICE	1(5)562 65		10 × 00 × 00 × 00	CREDIT	POLICY
VEHICLE NOT INVOLVED IN RECALL AS	NTIAL INTERIOR	K WATER LE	eak.		A finanace charge of	
					rate of 24%) will be cha	aroed after 30 days.
PARTS QTY FP-NUMBER DESCF	RIPTION		UNIT PRICE	. /	f	
· · · · · · · · · · · · · · · · · · ·	-	JOB 🖑	2 TOTAL PARTS	o.q6		
				1	We accept MesterCer	d, Vi\$à,-1Discover and
·	JOB -#	2 TOTAL	LABOR & PARTS	0.00	American Express	
COMMENTS				······	SHOP SUPPLIE	ES ARE NON-
CALL					ITEMIZED MATER	
			•			
TOTALS				••••	IN SERVICING C	
	EVENERA	-		_ '	CLES. INCLUD	ING BUT NOT
[] CASH [] CHARGE [] M.C./VISA [] AMERICAN [] GM CARD [] FORD CARD [] DISCVR [] GM GW	EXPRESS	10	TAL LABOR	0.00	LIMITED TO SI	UCH ITEMS AS
LI OL ONING LI LOUD CAUD LI DISCAK LI BH GM	LI FURD QU		DTAL PARTS	0.00	CLEANING SOL	VENTS LUBBL
[] CHECK #		ťč	OTAL G.O.G		CANTS, SEALER	
		TC	DTAL MISC CHG.	0.00	CANTS, SEALER	S, ADHESIVES
[] 3RD PARTY CHARGE NAME		70	OTAL MISC DISC	0.00	SPECIAL TOOLS,	
CUSTOMER NUMBER		т	TAL TAX	0.00	TOWELS, NUTS,	BOLTS, WASH
COSTORIER NORDER,		то	TAL INVOICE	S 0.00	ERS, WIRE ETC.	
	•	10	TAL INVOICE	φ 0.00		
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PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE	LIMITED			· · ·	OF HAZARD	
LIFETIME SERVICE GUARANTEE WHICH APPLIES FOR (REPAIRS ONLY.	SUSTOMER PAY				MATERIALS	INCLUDE THE
REPAIRS UNLY.					SPECIAL COSTS	
					COMPLY WITH	
• .					MENTAL DRAME	
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CUSTOMER SIGNATURE					(EPA) REQUIREN	
					STORAGE, USE,	AND DISPOSAL
					OF CERTAIN HA	
					RIALS SUCH AS	
					OIL, USED TRAN	
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PAGE 1 OF 1 SERVICE FILE COPY	·	· · ·	END OF INVOID	CE) 02:47pm	1.	
					Copyright @ 1658	The Reynolds and Reynolds Genue ERAINTRIVE (20-506003 09/0

ADR File Checklist

SR Numbe <u>r: 71-66858</u> 2701	BBB Case: PGM0850266
Customer:	VIN: 1G2ZG558X64
Make/Model/Year: Pontiac/G6/2006	In Service : 4/22/2006 Mileage: 32,300
•	ate: 10/17/2008 Goes Active: 10/24/08
Primary Concern: Steering	
Case Scan / Acknowledgement (24 hrs	(c) Completion Date/Time: 10/3/2008 01:05PM
Initial Calls (72 hrs):	
Customer	Completion Date/Time: 10/3/2008 / 01:05PM
🔀 Dealer Svc Mgr	Completion Date/Time: 10/3/2008 / 01:50PM
Dealer Finance Mgr	Completion Date/Time: /
\mathbf{X} AVM	Completion Date/Time: 10/3/2008 / 03:39PM
Repair Orders Requested: 10/3/2008	02:28 PM Received: 10/7/2008 03:26:05 PM
Sales Documents: 10/3/2008 02:04:56	PM Received: 10/7/2008 03:24:24 PM
X BARS / Finance Sheet	
Case Assessment (by Day 14): Lemon Law Eligible:	Yes 🗌 No 🖂
Presumption:	Yes X No
GM Position – Customer / BBB Due I	Date (7-10 days): 10/31/2008 04:04:33 PM
Settlement / Goodwill Offered Date:	No Assistance / 11/17/2008
All Documents Attached (by Day 15)	
Arbitration Date: N/A	
Arbitration Date: N/A	
Closing Activities:	
	Completion Date/Time: 11/18/2008/ 08:45AM
Closing Activities: Settlement Executive Summary	Completion Date/Time: 11/18/2008/ 08:40AM
Closing Activities: Settlement	-
Closing Activities: Settlement Executive Summary	Completion Date/Time: 11/18/2008/ 08:40AM
Closing Activities: Settlement Executive Summary	Completion Date/Time: 11/18/2008/ 08:40AM

AVM: Jean Bowman (selling)Node/Box: 630092 8059Service Dealer: PONTIAC CADILLAC OF SIOUX FALLSSvc Mgr: Paul SundvoldService Dealer: PROSTROLLO MOTOR COMPANYSvc Mgr: Joel HusherSelling Dealer: DELL RAPIDSContact: Tom Bush

NOTES: Cust has been provided a maint letter & a 36/45000GMPP VG by Pontiac CAC. She has been reim'd a lease payment by the dlr. CAM & crs agreed that no

further assistance was necessary as the cust's use of the veh has not been impaired based on the mileage.

BBB AUTO LINE



November 14, 2008



Re:C04 PGM0850266: vs Pontiac/GMC Division 1G2ZG558X64

Dear

I would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, despite our attempt to help you with your claim we have been unable to gain your help to move your claim forward. After several attempts to reach you via phone, I sent a letter requesting a call to enable me to help you. Since I have not received a response from you, your case is closed.

If you have any questions, or if you decide to proceed at a later date, you may contact me at 800.955.5100.

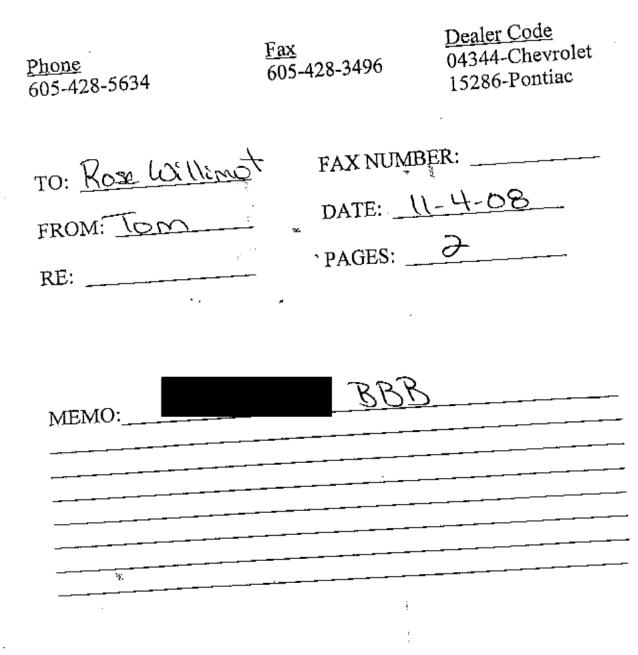
Sincerely,

John Ryan at Extension 529

CC: Rose Willimot

FAX

Dell Rapid Chevrolet Pontiac 24609 Klein Avenue Dell Rapids, SD 57022





Rose,

This letter is in regards to the BBB case. As per our conversation, the three repair orders in question are 108227, 109319, and 112989.

To the best of my knowledge the car was not kept overnight on these occasions. While the car was in for repair the customer was either given a vehicle to drive for their convienience or elected to wait at the dealership during the repair.

Every effort was made to limit any inconvenience that the customer may have experienced during the repair of the automobile.

Thank You, COM Bush

Privileged and Confidential Information

CASE ASSESSMENT

By: Rose Willimot State: SD

Customer Name:

Service Request: 71-668582701

Vehicle is: New

BBB Case No.: PGM0850266

BAC Code:

195371

Vehicle ID No.: 1G2ZG558X64 In Service Date: 4/22/2006

Year, Make & Model: 2006 Pontiac G6 Mileage at Time of BBB Filing 32,300 Lien holder: GMAC x Other: SmartLease

DVM Name: Jean Bowman Mike Manzo Phone/Cell Number: Bowman: 712-276-0921 Manzo 952-913-5499 Svc Mgr Name: DELL RAPIDS: Tom Bush SIOUX FALLS: Paul Sundvold PROSTROLLO: Joel Husher Vehicle Purchased Used on: N/A at odometer N/A Sale Type: Purchase Lease X Other : {Type} CAM Name: **Rob Johnson**

Phone Number: 630-961-6817

VEHICLE REPAIR HISTORY

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

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

has tac been contacted for service history Y OR N. If **yes** please include tac # and explanation tac was involved. If tac has

IF TAC HAS NOT BEEN CONTACTED WHY NOT? TSB's relating to concern.

Sunroof

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
<mark>7/6/2006</mark>	<mark>103245</mark>	1	<mark>4,046</mark>	**WARRANTY START DATE: 4/22/2006 C/S rattle in sunroofr over bumps and RR tracks. Also switch is sticking. Not letting roof close right. Rattle in interior cover on headliner trim. Normal condition. Switch is very sensitive. Must be in exact right area to close peroperly. Working as manufacturer designed for us. **END OF LL RIGHTS PERIOD 4/22/2007

<mark>10/20/2007</mark>	<mark>284497</mark>	<mark>4</mark>	<mark>21,606</mark>	Inspect sunroof drain hose. Potential interior water leak. Veh not involved in recall as per VISS 10/20/2007.
<mark>12/5/2007</mark>	<mark>109319</mark>	<mark>36</mark> DIr ad∨ 1	<mark>23,179</mark>	C/S sunroof seems to have a lot of air noise. Checked and found noise. Repaired as per Doc # 050867014G. Installed cross glass seals on panels. Adjusted glass. Panels down. **END OF PRESUMPTION PERIOD: 4/22/2008
8/29/2008	112989	19 DIr adv 1	30,959	C/S check wind noise and rattle in the sunroof area. Checked for noise and rattle. Found that they are coming from the sunroof area. Diagnosed using doc # 2093429. Performed condition # 1. Installed mylar washers and lubricated fasteners, for a creaking noise. Found a windnoise and performed condition # 2 installing cross sealing strips on the glass panels, and adjusting panels. Found windnoise coming from outside the veh and performed condition #3 adjusting the module seal compression to the roof, also the sunroof module seal is not sealing due to being warped. Replaced seal. Adjusted the glass panel retention pins for a rattling noise, condition #4. Lowered the headliner and checked and adjusted the rear mounting bolts on the sunroof, condition #5. Cleaned module seal and applied GM weatherstrip lubricant for an itching noise between panels, condition #7. Light coming through the panels is normal condition #9. Checks ok at this time.
10/22/2008	210505	9 DIr adv 2	33,086	Check for wind-noise from sunroof. Road tested and verified concern. Sunroof seal is not touching roof & is now torn. Module has no mylar washers between it & roofs. Installed mylar washers, replaced sunroof seal. Adjusted all 4 glass panels. Adjusted sunroof module compression to roof. Properly torqued all sunroof and sunroof motor mounting bolts. Applied weather-strip lubricant to glass panel seals & installed squeak reduction tape between metal frame & plastic housing of sunroof module per bulletin # 05-08-67-014K. Conditions # 1, 2, 3A, 3C, 7 & 11. Road tested again. Roof still whistles. Rechecked seal & glass panel adjustments—ok. Examined sunroof glass panels & found panels 2,3,& 4 fit properly in the center of the roof but not on the ends. Not curved properly. Replaced 2, 3 & 4 sunroof glass panels & road tested again—no more wind noise.

Popping noise when turning steering wheel

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
8/28/2007	107886	1	19,840	C/S there is a popping noise when turning and backing. Test drove and found that there is a popping noise in the front. Tightened front sups. Bolts, struts, and sway bar links. Noise is still there. Lubed steering shaft as per doc # 1973984. Lubed and added foam pads. Checks ok now.
9/20/2007	108227	14 DIr adv 1	20,659	C/S there is a clunking noise in the front end. Checked and found that the noise is coming from the backlash in the steering gear. Replaced gear. Checks ok now.
10/10/2007	108516	3	21,352	C/S check noise when turning. Noise heard is normal in all G6 veh's.
10/20/2007	284497	4	21,606	Clunk noise when turning at slow speeds. Replace the

1/3/2008	288250	6	23,746	steering gear to correct condition. Excessive play or clearance. Check noise in steering at slow speeds. Front lower air
		Dlr adv 2		deflector loose; and internal steering gear fault. Reinstall air deflector—replace steering gear assembly. Set front toe.
2/25/2008	290894	3	25,215	Check for noise in front when turning and over bumps. Lubricate I-shaft and reposition bolt.
3/18/2008	292033	Х	25,778	**END OF PRESUMPTION PERIOD 4/22/2008 Lease payment reimbursement. Reimbursement for
				one lease payment. Goodwill due to chronic steering noise issues\$337.00
4/28/2008	293989	3	26,942	Check for noise in front when turning and over bumps. Intermediate steering shaft sticking. R&I intermediate steering shaft to lube.
6/14/2008	296438	10 DIr adv 3	28,401	Clunk noise in front when going over bumps. Lack of lube on intermediate steering shaft and interference from clamp on steering gear input shaft. Perform correction #1 and
10/22/2008	210505	*	33,086	#2 from TSB # 06-02-32-007D. Check for clunking noise in steering. Per bulletin # 06-02-
10/22/2000	210303		33,000	32-007D exercise & lube I-Shaft.
Benchart Hood				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
		<u></u> .		**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007
(/1 2 /2 2 2 2	111007	4	00.040	**END OF PRESUMPTION PERIOD 4/22/2008
6/13/2008	111987	1	28,369	C/S clear coat is peeling off of the hood. R&R hood and had refinished as the clearcoat is peeling off. Checks ok now.
Starter/Lo	<u>ng Crank</u>			
Date:	<u>RO #:</u>	<u>Days</u>	<u>Mileage:</u>	Description of Complaint and Repair Performed:
		<u>Out</u> :		**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
8/2/2008	298844	1	30,079	Check for long crank time. Warm or cold—Inter. Clean and inspect grounds; ok—reprogram PCM per TSB 06-06-04-049 – Customer to monitor.
9/12/2008	300869	16 Dlr	31,559	Starter is noisy on engagement. Starter makes excessive noise. Replaced starter assembly.
		adv 4		
E Fog-lamp				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008

**END OF PRESUMPTION PERIOD 4/22/20089/12/2008300869 *31,559Fog-lamp button doesn't light up. Diag. to find open in
switch assembly. Replaced fog-lamp switch.

Weather-strip (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
			**WARRANTY START DATE: 4/22/2006	
				**END OF LL RIGHTS PERIOD 4/22/2007
12/5/2007	12/5/2007 109319 * 23,	23,179	C/S left rear door weather-strip is loose. Checked and	
				found that the weather-strip is warped. Replaced w/ strip.
				Checks ok now.

**END OF PRESUMPTION PERIOD 4/22/2008

Key Fob (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
12/5/2007 10931				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
	109319	*	23,179	C/S one remote FOB will not unlock the doors. Checked
				and found that the remotes are working properly at
				this time. No trouble found.
				**END OF PRESUMPTION PERIOD 4/22/2008
8/29/2008	112989	*	30,959	C/S remote transmitter does not work at times. Checked
				and found that the transmitter has failed internally.
				Replaced and reprogrammed transmitter. Checks ok now.

Ignition (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
			**WARRANTY START DATE: 4/22/2006	
			**END OF LL RIGHTS PERIOD 4/22/2007	
3/4/2008	291354	3	25,430	Can't remove ignition key. Adjuster on park lock cable broken, won't hold adjustment, and ignition lock cylinder binds. Replaced park lock cable assembly. Replace ignition cylinder and recode.
				**END OF PRESUMPTION PERIOD 4/22/2008

Brakes (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
4/28/2008	293989	*	26,942	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration on brake apply. Rotor variation. Re- machine front brake rotors.
Tires (NOT	ON CCF)			
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
4/28/2008	293989	*	26,942	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has slight drift to left.

Turn Signal (NOT ON CCF)					
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008	
9/8/2008	207332	1	31,400	LR turn signal inop. Replaced bulb.	
Grill (NOT	<u>ON CCF)</u>				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
9/8/2008	207332	*	31,400	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Advise on cost to replace damaged grill insert. Reinstalled grill into bumper.	
Drivers door (NOT ON CCF)					
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
9/8/2008	207332	*	31,400	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Nuts for driver door check link keep coming loose. Removed nuts and applied lock tite to both door check links.	
Headliner (NOT ON CCF)					
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
9/12/2008	300869	*	31,559	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Drivers sun-visor mirror lid won't stay shut. Parts ordered.	
Recall/Campaign (Not Related to Other Symptoms/Complaints)					
<u>Date:</u>	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:	

Has the vehicle ever been involved in a accident N Did you confirm your answer with the customer Y What type of damage was sustained (example front end collision) Did have a chip in the paint that was smaller than the size of a dime. Also, cust has cracked windshield. Cust adv that a rock hit it, but she's going to repair that as well. Are the RO's attached if the vehicle was in an accident N/A Has the customer filed any insurances claims on this Vehicle N If yes, obtain the following information below:

 Questions regarding Insurance Claims

 Insurance Company N/A

 Insurance Rep (First and Last Name) N/A

 Phone # N/A

 Claim Made? N

 Claim # N/A

 Did Insurance Company refer customer to GM? NA

Are there any Aftermarket Modifications to the Vehicle or N Have you confirm this with the customer Y List:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM

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

What is the customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement:

The customer does not appear to be eligible as the claim was filed beyond the first 12/12.

Lemon Law Repurchase/Replacement:

The cust does not appear to be eligible as the **veh is leased (Delivery Type 015) & the lemon law does not appear to cover a lessee.** Also, the only concern with 4 repair attempts within the first 24/24 does not have an occurrence within the first 12/12.

GM Program Summary Repairs/Reimbursement for past repairs: The customer appears to be eligible as the claim was filed while still within the bumper to bumper warranty.

THE STATE LEMON LAW READS:

Days out of service: 30 Repairs 4 Time period 24 months / 24,000 miles (First occurrence must be in 12/12) Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs N/A Safety-related time period N/A

Number of repair attempts in the presumption period:

Sunroof—3 Steering—6 (0 during LL rights) Weather Strip—1 (0 during LL rights) Key Fob—1 (0 during LL rights) Ignition—1 (0 during LL rights) 41 DIr adv 6 135 (for everything) DIr adv 39 (for everything)

Total days out of service during the presumption period:

Total days out of service during customer's ownership:

Vehicle Meets Presumption of Lemon Law Yes (Veh appears to meet presumption requirements based on RO's, but dlr has verified those dates are inaccurate. Also, veh appears to be ineligible to file under SD LL as the veh is leased.)

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: 71-602708780 (Recall info)

Date & Offer/Result: Cust Sts: I just want to know if there is any recalls. I have been to the dealership 4 times and I am sick of it. It is not having any problems at this time. They did fix the problem. I was just woundering if there is any problem. That would be ok it is something for my time. I am satisfied with the oil change.

CRS adv: At this time we are not able to assist because you are not having any problems. What I can do for you is give you my number that way you can get back in contact with me. I can offer you a free oil change for having the problem.

Cust provided Maint Letter for inconvenience.

Case closed., 2/15/2008, Reopened 2/19/2008

Inbound Call Customer, 2/19/2008

Cust sts: It is making a poping noise when I turn the steering wheel. The drive gear I have replaced already 5 times. The dealership replaced it agian but it is going out agian. They said to call you and see what you had to say.

Outbound Call Dealer, 2/20/2008

It was a steering noise. Have kelli call me when she makes a time to work with me. Diagnosis?Steering gear accembilt (Rack and pinion) Closed dissatisfied 2/26/2008 Concern: 71-638410568 (Steering)

Date & Offer/Result: Inbound Call Customer, 6/23/2008

Cust said that her issue with the veh is an on going one and she wants compensation for the trouble she is into for bringing the veh to the dealership for the concern that the dealership wasn't able to fix.

Outbound Call Dealer, 6/23/2008 DIr sts: Intermediate steering shaft. Diagnosis? replaced the steering shaft and lubed it.

Outbound Call Customer (should be dlr), 6/25/2008 Dlr advised: Well we replaced it and have to keep lubing it. I gave her a car payment, even her selling dlrship wouldn't do that. Well if it's still happening we will have to get her back here to do a ride along.

Inbound Call Customer, 7/11/2008 Cust offered CCL for steering, cust declined.

Outbound Call Dealer, 7/15/2008 Discussed GMPP.

Outbound Call Customer, 7/17/2008 Cust offered GMPP Value Guard 24/24 with \$50 deductible Cust declined offer, made rude remarks, disconnected call.

Case closed dissatisfied 9/11/2008.

Concern: 71-656637760 (Steering) Date & Offer/Result: Inbound Call Customer, 8/22/2008 Restated previous concerns

Case closed dissatisfied 9/10/2008

Concern: 71-661508902 Date & Offer/Result: Inbound Call Customer, 9/8/2008 Cust Sts: cust said she is having a lot of issues with her veh, she has to go to dealership almost every week & spend \$250, current issue is with sunroof, it is very noisy, air leaks in, lots of wind noise in back, cust can see right through the panel,

Inbound Call Customer, 9/11/2008

Crs states: Well the only thing I can think of to do is to look at offering you and OLC for about \$2000 once the vehicle is repaired and you figure out what you want to do in terms of trading etc.

Outbound Call Customer, 9/17/2008

Customer states: Not satisfied with the offer of the OLC. Customer not able the amount that is owed on the current vehicle. Mentioned that previous CRS made an offer to provide an extended warranty. Provided address and mileage.

Cust provided 36/45 Value Guard

Case closed satisfied 9/24/2008.

RECOMMENDATION AND RATIONALE

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

Cust sts: I would like some compensation for the additional miles that I have to put on my veh going back & forth to the dlr. I was never offered additional mileage or extended coverage. For me to go to the dlr it is 100 miles round trip.

Give it a couple of weeks [for concerns to re-surface]. It could be back to the same spot in a couple of weeks. I don't trust myself going to point A to point B at this point. I don't feel safe at this point. It still sounds bad from the front end.

Well, I just want to let you know that when the veh does fall apart & I die, it will come back on you guys. I'm done dealing w/ that dealership; they treat me badly & I'm done dealing w/ them. I'll never buy another one & I'll keep filing claims against you guys.

DVM sts: Jean Bowman calling about **Exercise**. My dlr's Dell Robinson; I suggest you take the case w/ the Pontiac store. I will remind you that the period for LL is 24/24.

CAM sts: When you verify what she's eligible for, then maybe you can pull that out [increasing her GMPP plan]; but if she's only eligible for repairs, then I don't think she needs any more gwl.

SVM sts: Steering is a cosmetic noise. We did put a steering gear in it, at 21,000 & 23,000 miles. After that, we haven't put in anymore; we've been lubricating the steering shaft. It'll take care of it for a while & then after another 3 months she'll bring it back.

In Oct 07 we replaced the steering gear & then again in Jan 08. I personally rode w/ her to make sure it was ok. She admitted that it's ok, but then comes back. She came back again 2/08 for the same thing.

She complained about it to me then, & **I did give her a reim for a veh payment** March 08 processed through the dlr to try to take care of this.

No defect. Gears were put on right away, & since then, it's just lubing the shaft. Had an issue w/ starter that took 2 times to fix because it was intermittent. We followed a bulletin for one. One repair was for a long crank, next was for a noise. The problem just started in Aug & Sept.

Should cust receive assistance? It's hard to say. She's mad at the car, but it's a cosmetic noise & seems to be characteristic of the veh. She probably should receive something, but I don't know what.

I don't know anything about that [noise in the front end]. All we did was lube the I shaft. The tech said that there'd been 3/4 jobs for lubing the shaft, but it was bone dry & didn't look like it had ever been lubed.

CRS Rationale: Based on RO's, cust has been without veh for substantial period of time. However, cust has already been provided reim of a veh payment, GMPP VG, & maint cert. Crs discussed case w/ CAM in light of amount of GWL cust had received. CAM & crs agreed to deny further assistance as she is only eligible for repairs & she has already been provided a substantial amount of gwl for her inconvenience.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law Days out of service

Concerns have continued to recur after presumption period Sunroof issue originated during LL rights period.

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law Mileage indicates that veh has not been substantially impaired

No FRA

Sunroof seems to be the only concern that was originally reported to GM during the LL rights period & cust only has 3 repair attempts to this concern

Decision reached by CRS: Arbitrate case: 🛛 Settle case:

CRS FINAL OFFER:	1 to fulfiller assistance	DATE: 11/17/2008	CUST Declined
Goodwill: Denied	Attorney Fees (if applicable): N/A		

	TEAM LEAD APPROVING: Ryan Smith	Rose Willimot	Date: 11/18/2008
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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.

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

Prostrollo Motor Company 1001 S Washington PO Box 288 Madison SD 57042

605-256-9114 605-256-6824 Fax

facsimile transmittal

То:	Rose Willimot	Fax:	866-281-0327 11-4-08	
From:	Prostrollo Motor Company	Date:		
Re:		Pages:	3	
CC:	The For Review	Please Comment	Please Reply	• • • T Please Recycle

NOV/04/2008/TUE 01:28 PM PROSTROLLO AUTO MALL

FAX No. 605 256 6824

itomall.com

P. 002

P.O. Box 288, 1001 South Washington Avenue, Madison, SD 605.256.9111 • 1.800.777.4146

November 4, 2008

To Whom It May Concern:

The letter is an explanation of open repair orders for Vehicle Identification Number 1G2ZG558X64

PROSTF

Repair Order Number 288250 was generated on Thursday, January 3, 2008; the repairs were completed on January 4, 2008. The repair order was closed on Tuesday, January 8, 2008. This Repair Order should have been closed on January 4, 2008, due to a process error at Prostrollo Motor Company; the Repair Order was open for an additional four days.

Repair Order Number 296430 was generated on Saturday, June 14, 2008; the repairs were completed and the vehicle was available for pickup on June 16, 2008. The Repair Order was closed on Monday, June 23, 2008.

This Repair Order should have been closed on June 16, 2008, due to a process error at Prostrollo Motor-Company, the repair order was open for an additional 7 days.

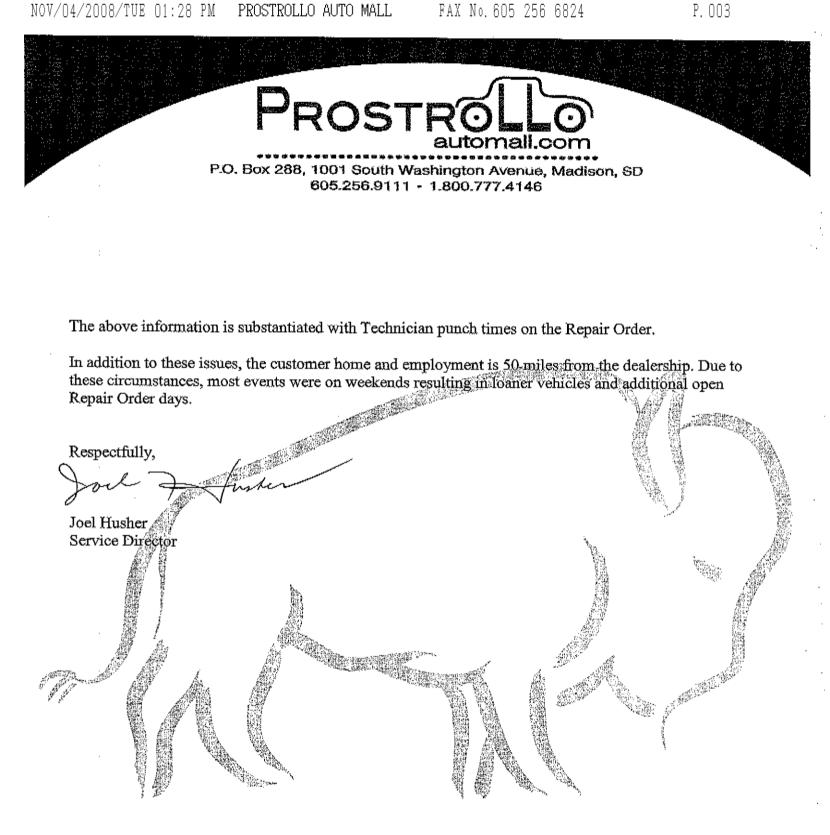
Repair Order Number 300869 was generated on Friday, September 12, 2008; the diagnosis was performed, parts were ordered and the vehicle was returned to the customer on this date. The customer returned the vehicle on Saturday, September 27, 2008. The repairs were performed and the vehicle was returned to the customer on the same day. The repair order was closed on Monday, September 29, 2008
This Repair Order should have been closed on September 12, 2008 and another Repair Order should have been generated on September 27, 2008, due to a process error at Prostrollo Motor Company, the repair order was open an additional 15 days.

Carl At





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	888	V	GMC
	IER		

GENERAL MOTORS BUSINESS RESOURCE CENTER

November 4, 2008

Joel Husher PROSTROLLO MOTOR COMPANY PO BOX 288 MADISON, SD 57042-0288

Re: Siebel Request: 71-668582701 2006 Pontiac G6 VIN # 1G2ZG558X64

Dear Mr. Bush:

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. Please mark out any personal information (such as social security numbers.) The specific documents needed are:

 A statement from the dealership (on dealership letterhead) verifying the actual days out of service for repair orders: 288250, 296438, and 300869. This letter should include a brief explanation for the reason that the repair order was left open.

Please fax them to the number found below. If there are any fax difficulties 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,

Rose Willimot

Privileged and Confidential Information

CASE ASSESSMENT

By: Rose Willimot State: SD

Customer Name:

Service Request: 71-668582701

Vehicle is: New

BBB Case No.: PGM0850266

BAC Code:

195371

Vehicle ID No.: 1G2ZG558X64 In Service Date: 4/22/2006

Year, Make & Model: 2006 Pontiac G6 Mileage at Time of BBB Filing 32,300 Lien holder: GMAC x Other: SmartLease

DVM Name: Jean Bowman Mike Manzo Phone/Cell Number: Bowman: 712-276-0921 Manzo 952-913-5499 Svc Mgr Name: DELL RAPIDS: Tom Bush SIOUX FALLS: Paul Sundvold PROSTROLLO: Joel Husher Vehicle Purchased Used on: N/A at odometer N/A Sale Type: Purchase Lease X Other : {Type} CAM Name: **Rob Johnson**

Phone Number: 630-961-6817

VEHICLE REPAIR HISTORY

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

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

has tac been contacted for service history Y OR N. If **yes** please include tac # and explanation tac was involved. If tac has

IF TAC HAS NOT BEEN CONTACTED WHY NOT? TSB's relating to concern.

Sunroof

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
<mark>7/6/2006</mark>	<mark>103245</mark>	1	<mark>4,046</mark>	**WARRANTY START DATE: 4/22/2006 C/S rattle in sunroofr over bumps and RR tracks. Also switch is sticking. Not letting roof close right. Rattle in interior cover on headliner trim. Normal condition. Switch is very sensitive. Must be in exact right area to close peroperly. Working as manufacturer designed for us. **END OF LL RIGHTS PERIOD 4/22/2007

<mark>10/20/2007</mark>	<mark>284497</mark>	<mark>4</mark>	<mark>21,606</mark>	Inspect sunroof drain hose. Potential interior water leak. Veh not involved in recall as per VISS 10/20/2007.
<mark>12/5/2007</mark>	<mark>109319</mark>	<mark>36</mark> DIr ad∨ 1	<mark>23,179</mark>	C/S sunroof seems to have a lot of air noise. Checked and found noise. Repaired as per Doc # 050867014G. Installed cross glass seals on panels. Adjusted glass. Panels down. **END OF PRESUMPTION PERIOD: 4/22/2008
8/29/2008	112989	19 DIr adv 1	30,959	C/S check wind noise and rattle in the sunroof area. Checked for noise and rattle. Found that they are coming from the sunroof area. Diagnosed using doc # 2093429. Performed condition # 1. Installed mylar washers and lubricated fasteners, for a creaking noise. Found a windnoise and performed condition # 2 installing cross sealing strips on the glass panels, and adjusting panels. Found windnoise coming from outside the veh and performed condition #3 adjusting the module seal compression to the roof, also the sunroof module seal is not sealing due to being warped. Replaced seal. Adjusted the glass panel retention pins for a rattling noise, condition #4. Lowered the headliner and checked and adjusted the rear mounting bolts on the sunroof, condition #5. Cleaned module seal and applied GM weatherstrip lubricant for an itching noise between panels, condition #7. Light coming through the panels is normal condition #9. Checks ok at this time.
10/22/2008	210505	9 DIr adv 2	33,086	Check for wind-noise from sunroof. Road tested and verified concern. Sunroof seal is not touching roof & is now torn. Module has no mylar washers between it & roofs. Installed mylar washers, replaced sunroof seal. Adjusted all 4 glass panels. Adjusted sunroof module compression to roof. Properly torqued all sunroof and sunroof motor mounting bolts. Applied weather-strip lubricant to glass panel seals & installed squeak reduction tape between metal frame & plastic housing of sunroof module per bulletin # 05-08-67-014K. Conditions # 1, 2, 3A, 3C, 7 & 11. Road tested again. Roof still whistles. Rechecked seal & glass panel adjustments—ok. Examined sunroof glass panels & found panels 2,3,& 4 fit properly in the center of the roof but not on the ends. Not curved properly. Replaced 2, 3 & 4 sunroof glass panels & road tested again—no more wind noise.

Popping noise when turning steering wheel

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
8/28/2007	107886	1	19,840	C/S there is a popping noise when turning and backing. Test drove and found that there is a popping noise in the front. Tightened front sups. Bolts, struts, and sway bar links. Noise is still there. Lubed steering shaft as per doc # 1973984. Lubed and added foam pads. Checks ok now.
9/20/2007	108227	14 DIr adv 1	20,659	C/S there is a clunking noise in the front end. Checked and found that the noise is coming from the backlash in the steering gear. Replaced gear. Checks ok now.
10/10/2007	108516	3	21,352	C/S check noise when turning. Noise heard is normal in all G6 veh's.
10/20/2007	284497	4	21,606	Clunk noise when turning at slow speeds. Replace the

1/3/2008	288250	6	23,746	steering gear to correct condition. Excessive play or clearance. Check noise in steering at slow speeds. Front lower air
		Dlr adv 2		deflector loose; and internal steering gear fault. Reinstall air deflector—replace steering gear assembly. Set front toe.
2/25/2008	290894	3	25,215	Check for noise in front when turning and over bumps. Lubricate I-shaft and reposition bolt.
3/18/2008	292033	Х	25,778	**END OF PRESUMPTION PERIOD 4/22/2008 Lease payment reimbursement. Reimbursement for
				one lease payment. Goodwill due to chronic steering noise issues\$337.00
4/28/2008	293989	3	26,942	Check for noise in front when turning and over bumps. Intermediate steering shaft sticking. R&I intermediate steering shaft to lube.
6/14/2008	296438	10 DIr adv 3	28,401	Clunk noise in front when going over bumps. Lack of lube on intermediate steering shaft and interference from clamp on steering gear input shaft. Perform correction #1 and
10/22/2008	210505	*	33,086	#2 from TSB # 06-02-32-007D. Check for clunking noise in steering. Per bulletin # 06-02-
10/22/2000	210303		33,000	32-007D exercise & lube I-Shaft.
Benchart Hood				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
		<u></u> .		**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007
(/1 2 /2 2 2 2	111007	4	00.040	**END OF PRESUMPTION PERIOD 4/22/2008
6/13/2008	111987	1	28,369	C/S clear coat is peeling off of the hood. R&R hood and had refinished as the clearcoat is peeling off. Checks ok now.
Starter/Lo	<u>ng Crank</u>			
Date:	<u>RO #:</u>	<u>Days</u>	<u>Mileage:</u>	Description of Complaint and Repair Performed:
		<u>Out</u> :		**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008
8/2/2008	298844	1	30,079	Check for long crank time. Warm or cold—Inter. Clean and inspect grounds; ok—reprogram PCM per TSB 06-06-04-049 – Customer to monitor.
9/12/2008	300869	16 Dlr	31,559	Starter is noisy on engagement. Starter makes excessive noise. Replaced starter assembly.
		adv 4		
E Fog-lamp				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008

**END OF PRESUMPTION PERIOD 4/22/20089/12/2008300869 *31,559Fog-lamp button doesn't light up. Diag. to find open in
switch assembly. Replaced fog-lamp switch.

Weather-strip (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
12/5/2007	109319	*	23,179	C/S left rear door weather-strip is loose. Checked and
				found that the weather-strip is warped. Replaced w/ strip.
				Checks ok now.

**END OF PRESUMPTION PERIOD 4/22/2008

Key Fob (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
12/5/2007	109319	*	23,179	C/S one remote FOB will not unlock the doors. Checked
12/0/2007				and found that the remotes are working properly at
				this time. No trouble found.
				**END OF PRESUMPTION PERIOD 4/22/2008
8/29/2008	112989	*	30,959	C/S remote transmitter does not work at times. Checked
				and found that the transmitter has failed internally.
				Replaced and reprogrammed transmitter. Checks ok now.

Ignition (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:
				**WARRANTY START DATE: 4/22/2006
				**END OF LL RIGHTS PERIOD 4/22/2007
3/4/2008	291354	3	25,430	Can't remove ignition key. Adjuster on park lock cable broken, won't hold adjustment, and ignition lock cylinder binds. Replaced park lock cable assembly. Replace ignition cylinder and recode.
				**END OF PRESUMPTION PERIOD 4/22/2008

Brakes (NOT ON CCF)

Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
4/28/2008	293989	*	26,942	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration on brake apply. Rotor variation. Re- machine front brake rotors.	
Tires (NOT ON CCF)					
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
4/28/2008	293989	*	26,942	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Check for vibration at highway speeds. Balance all tires. Note: front tires have chopped outside edges and veh has slight drift to left.	

Turn Signa	Turn Signal (NOT ON CCF)				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
				**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008	
9/8/2008	207332	1	31,400	LR turn signal inop. Replaced bulb.	
Grill (NOT	<u>ON CCF)</u>				
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
9/8/2008	207332	*	31,400	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Advise on cost to replace damaged grill insert. Reinstalled grill into bumper.	
Drivers do	or <u>(NOT ON</u>	I CCF)			
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
9/8/2008	207332	*	31,400	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Nuts for driver door check link keep coming loose. Removed nuts and applied lock tite to both door check links.	
Headliner	(NOT ON C	<u>CF)</u>			
Date:	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:	
9/12/2008	300869	*	31,559	**WARRANTY START DATE: 4/22/2006 **END OF LL RIGHTS PERIOD 4/22/2007 **END OF PRESUMPTION PERIOD 4/22/2008 Drivers sun-visor mirror lid won't stay shut. Parts ordered.	
□ <u>Recall/Can</u>	npaign (Not	t Related	to Other Syr	nptoms/Complaints)	
<u>Date:</u>	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:	

Has the vehicle ever been involved in a accident N Did you confirm your answer with the customer Y What type of damage was sustained (example front end collision) Did have a chip in the paint that was smaller than the size of a dime. Also, cust has cracked windshield. Cust adv that a rock hit it, but she's going to repair that as well. Are the RO's attached if the vehicle was in an accident N/A Has the customer filed any insurances claims on this Vehicle N If yes, obtain the following information below:

 Questions regarding Insurance Claims

 Insurance Company N/A

 Insurance Rep (First and Last Name) N/A

 Phone # N/A

 Claim Made? N

 Claim # N/A

 Did Insurance Company refer customer to GM? NA

Are there any Aftermarket Modifications to the Vehicle or N Have you confirm this with the customer Y List:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM

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

What is the customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement:

The customer does not appear to be eligible as the claim was filed beyond the first 12/12.

Lemon Law Repurchase/Replacement:

The cust does not appear to be eligible as the **veh is leased (Delivery Type 015) & the lemon law does not appear to cover a lessee.** Also, the only concern with 4 repair attempts within the first 24/24 does not have an occurrence within the first 12/12.

GM Program Summary Repairs/Reimbursement for past repairs: The customer appears to be eligible as the claim was filed while still within the bumper to bumper warranty.

THE STATE LEMON LAW READS:

Days out of service: 30 Repairs 4 Time period 24 months / 24,000 miles (First occurrence must be in 12/12) Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs N/A Safety-related time period N/A

Number of repair attempts in the presumption period:

Sunroof-3 Steering-6 (0 during LL rights) Weather Strip-1 (0 during LL rights) Key Fob-1 (0 during LL rights) Ignition-1 (0 during LL rights) 41 Dlr adv 6 135 (for everything) Dlr adv 39 (for everything)

Total days out of service during the presumption period:

Total days out of service during customer's ownership:

Vehicle Meets Presumption of Lemon Law Yes (Veh appears to meet presumption requirements based on RO's, but dlr has verified those dates are inaccurate. Also, veh appears to be ineligible to file under SD LL as the veh is leased.)

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: 71-602708780 (Recall info)

Date & Offer/Result: Cust Sts: I just want to know if there is any recalls. I have been to the dealership 4 times and I am sick of it. It is not having any problems at this time. They did fix the problem. I was just woundering if there is any problem. That would be ok it is something for my time. I am satisfied with the oil change.

CRS adv: At this time we are not able to assist because you are not having any problems. What I can do for you is give you my number that way you can get back in contact with me. I can offer you a free oil change for having the problem.

Cust provided Maint Letter for inconvenience.

Case closed., 2/15/2008, Reopened 2/19/2008

Inbound Call Customer, 2/19/2008

Cust sts: It is making a poping noise when I turn the steering wheel. The drive gear I have replaced already 5 times. The dealership replaced it agian but it is going out agian. They said to call you and see what you had to say.

Outbound Call Dealer, 2/20/2008

It was a steering noise. Have **constant** call me when she makes a time to work with me. Diagnosis?Steering gear accembilt (Rack and pinion)

Concern: 71-638410568 (Steering) Date & Offer/Result: Inbound Call Customer, 6/23/2008 Cust said that her issue with the veh is an on going one and she wants compensation for the trouble she is into for bringing the veh to the dealership for the concern that the dealership wasn't able to fix.

Outbound Call Dealer, 6/23/2008 DIr sts: Intermediate steering shaft. Diagnosis? replaced the steering shaft and lubed it.

Outbound Call Customer (should be dlr), 6/25/2008 Dlr advised: Well we replaced it and have to keep lubing it. I gave her a car payment, even her selling dlrship wouldn't do that. Well if it's still happening we will have to get her back here to do a ride along.

Inbound Call Customer, 7/11/2008 Cust offered CCL for steering, cust declined.

Outbound Call Dealer, 7/15/2008 Discussed GMPP.

Outbound Call Customer, 7/17/2008 Cust offered GMPP Value Guard 24/24 with \$50 deductible Cust declined offer, made rude remarks, disconnected call.

Case closed dissatisfied 9/11/2008.

Concern: 71-656637760 (Steering) Date & Offer/Result: Inbound Call Customer, 8/22/2008 Restated previous concerns

Case closed dissatisfied 9/10/2008

Concern: 71-661508902 Date & Offer/Result: Inbound Call Customer, 9/8/2008 Cust Sts: cust said she is having a lot of issues with her veh, she has to go to dealership almost every week & spend \$250, current issue is with sunroof, it is very noisy, air leaks in, lots of wind noise in back, cust can see right through the panel,

Inbound Call Customer, 9/11/2008

Crs states: Well the only thing I can think of to do is to look at offering you and OLC for about \$2000 once the vehicle is repaired and you figure out what you want to do in terms of trading etc.

Outbound Call Customer, 9/17/2008

Customer states: Not satisfied with the offer of the OLC. Customer not able the amount that is owed on the current vehicle. Mentioned that previous CRS made an offer to provide an extended warranty. Provided address and mileage.

Cust provided 36/45 Value Guard

Case closed satisfied 9/24/2008.

RECOMMENDATION AND RATIONALE

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

Cust sts: I would like some compensation for the additional miles that I have to put on my veh going back & forth to the dlr. I was never offered additional mileage or extended coverage. For me to go to the dlr it is 100 miles round trip.

DVM sts: Jean Bowman calling about **Constant**. My dlr's Dell Robinson; I suggest you take the case w/ the Pontiac store. I will remind you that the period for LL is 24/24.

SVM sts: Steering is a cosmetic noise. We did put a steering gear in it, at 21,000 & 23,000 miles. After that, we haven't put in anymore; we've been lubricating the steering shaft. It'll take care of it for a while & then after another 3 months she'll bring it back.

In Oct 07 we replaced the steering gear & then again in Jan 08. I personally rode w/ her to make sure it was ok. She admitted that it's ok, but then comes back. She came back again 2/08 for the same thing.

She complained about it to me then, & **I** did give her a reim for a veh payment March 08 processed through the dlr to try to take care of this.

No defect. Gears were put on right away, & since then, it's just lubing the shaft. Had an issue w/ starter that took 2 times to fix because it was intermittent. We followed a bulletin for one. One repair was for a long crank, next was for a noise. The problem just started in Aug & Sept.

Should cust receive assistance? It's hard to say. She's mad at the car, but it's a cosmetic noise & seems to be characteristic of the veh. She probably should receive something, but I don't know what.

CRS Rationale: Based on RO's, cust has been without veh for substantial period of time. However, cust has already been provided reim of a veh payment, GMPP VG, & maint cert. Possible GMPP SC for period of lease or reim of lease payments.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law Days out of service

Concerns have continued to recur after presumption period Sunroof issue originated during LL rights period.

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law Mileage indicates that veh has not been substantially impaired

No FRA

Sunroof seems to be the only concern that was originally reported to GM during the LL rights period & cust only has 3 repair attempts to this concern

Decision reached by CRS:	Arbitrate case: x	Settle case:		
--------------------------	-------------------	--------------	--	--

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

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



General Motors Business Center

Re: Consumer complaint regarding 2006 Pontiac G6 VIN 1G2ZG558X64

To Whom It May Concern:

Per your request for information regarding the lease transaction between Dell Rapids Chevrolet Pontiac and the following statement reflects the trade-in calculation .

was allowed \$6000 off the retail price of the transaction.

Dell Rapids Chevrolet Pontiac placed an actual cash value on the 2002 Chevrolet Cavalier at \$4000 creating an over allowance situation of \$2000.

Sincerely,

Aaron Stauffacher Finance Manager

			V	GMC
GENERAL M	OTORS BUSINES	SS RESOURCE C	ENTER	

October 3, 2008

Joel Husher PROSTROLLO MOTOR COMPANY PO BOX 288 MADISON, SD 57042-0288

Re: Siebel Request: 71-668582701 2006 Pontiac G6 VIN # 1G2ZG558X64

Dear Mr. Bush:

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. Please mark out any personal information (such as social security numbers.) The specific documents needed are:

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

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

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

Sincerely,

Rose Willimot



GENERAL MOTORS BUSINESS RESOURCE CENTER

October 3, 2008

Tom Bush DELL RAPIDS CHEVROLET PONTIAC 24609 KLEIN AVENUE DELL RAPIDS, SD

Re:

Siebel Request: 71-668582701 2006 Pontiac G6 VIN # 1G2ZG558X64

Dear Mr. Bush:

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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. Please mark out any personal information (such as social security numbers.) 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).

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GENERAL MOTORS BUSINESS RESOURCE CENTER

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Rose Willimot

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

Phone/Cell Number: 315-727-4106

Svc Mgr Name: Todd Johnston

Privileged and Confidential Information

CASE ASSESSMENT

By: Ashley McMillan State: NY

Customer Name:	Servic 670385	e Request: 71- 5425	BBB Case No.: CHV0851140	
Vehicle ID No.: 1G1ZT62815F	In Service Date: 3/11/2005	Vehicle is: Used	BAC Code: <u>115338</u>	
Year, Make & Model: 2005 Ch	, ,	Vehicle Purchased	Used on: 3/15/06 at	
Maxx		odometer 14000		
Mileage at Time of BBB Filing	(40000)			
Lien holder: GMAC Oth	er: {Name}	Sale Type: Purcha	se 🔀 Lease 🗌 Other 🗌 :	
DVM Name: Shawn Andren		CAM Name: Craig	Joseph	

VEHICLE REPAIR HISTORY

Phone Number: 914-244-6130

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

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

HAS TAC BEEN CONTACTED FOR SERVICE HISTORY? N IF **YES** PLEASE INCLUDE TAC # AND EXPLANATION WHY TAC WAS INVOLVED? _____

IF TAC **HAS NOT BEEN** CONTACTED WHY NOT?_The repair was an intermediate steering shaft and the dealer knew that, therefore there was no need to involve TAC

Steering Shaft

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
3/6/07	72065	1	27912	CLUNK IN STEERING – ORDERED SHAFT – INSTALLED SHAFT AND VERIFIED REPAIR
2/18/0 8	80859	***	35766	RATTLE OVER BUMPS – INTERNAL RACK NOISE / ELECTRONIC RACK – REPLACE DEFECTIVE RACK AND ADJUST TOE ALIGN CAMBER AND CASTER

10/30/ 08	87062	1	40518	NOISE IN FRONT END. TEST DROVE W/ CUSTOMER, DIAGNOSIS FOUND I – SHAFT RATTLES. REPLACE INTERMEDIATE STEERING SHAFT FOR PAST HISTORY –
				CUSTOMER SATISFEACTION GOODWILL.

[Symptom]

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

Recall	/Camp	baign	(Not Related	to Other S [•]	ymptoms	/Complaints
	-	0			, <u> </u>	

 Date:
 RO #:
 Days
 Mileag
 Description of Complaint and Repair Performed:

 Out:
 e:

Has the vehicle ever been involved in a accident? N Did you confirm your answer with the customer? Y What type of damage was sustained (example front end collision)

Are the RO's attached if the vehicle was in an accident NA

Have you ever filed any insurance claims on this vehicle? N

Are there any Aftermarket Modifications to the Vehicle ?N Have you confirm this with the customer? Y List:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM

Other - Drivability

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

		<u>Out</u> :	<u>e:</u>	
7/6/06	66075	1	22507	IDLES ROUGH - NO DFECT FOUND
				••••••
8/3/07	75959	6	29704	CAR STARTER STAYS ENGAGED - NO DEFECT FOUND CUSTOMER COMPLAINT OF ROUGH IDLE - SCAN TOOL CHECK NO CODES, NO MISFIRE, CHECK FOR VACUUM LEAKS, CLEAN MAF SENSOR AND UPDATE PCM/ CLEAN INJECTORS. NEED ST TIME TO CLEAN ALL COMPONENTS, CALL TAC CENTER SAID TO REPROGRAM PCM AND CLEAN INJECTORS
Other	<u>- Seat</u>			
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
7/6/06	66075	***	22507	RR SEAT KNOW RIGHT RR RECLINER KNOB BROKEN - REPLACE
Other	- Headl	ight		
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
12/6/0 6	70070	1	26947	LEFT FRT H/LIGHT BULB BLOWN – REPLACE
Other	<u>- Radio</u>			
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
<u>Date:</u> 2/18/0 8	<u>RO #:</u> 80859			Description of Complaint and Repair Performed: CLICKING NOISE IN RADIO, CD CLICKING – INSTALL EXCHANGE UNIT – SET UP AND REPROGRAM
2/18/0	80859	Out:	<u>e:</u>	CLICKING NOISE IN RADIO, CD CLICKING – INSTALL

What is the customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail **(Can Customer go?)**

GM Program Summary Repurchase/Replacement: No, as customer is outside of 12/12 parameters

Lemon Law Repurchase/Replacement: Yes as they have 4 years from the in service date to file a claim

GM Program Summary Repairs/Reimbursement for past repairs: No, as customer is outside of B2B warranty

THE STATE LEMON LAW READS: (Can Customer Win?)

Days out of service: 30 Calendar Days Repairs 4 Time period 24 Months / 18000 Miles Does Lemon Law state nonconformity must continue to exist? Y

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

Number of repair attempts in the presumption period:0Total days out of service during the presumption period:0Total days out of service during customer's ownership:20

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

71-552562600 RFI-vehicle 8/31/2007 03:16:23 PM 8/31/2007 04:35:47 PM No GW

RECOMMENDATION AND RATIONALE

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

Cust sts: I have had issues with this in the past, it is not my fault if they did not install it properly, or if GM has a problem with these, the dealership offered me 50% saying that if I brought it there more they could have done maintenance to the shaft, I read through my owner's manual and no where does it say this is a required maintenance

DVM sts: - Waiting for reply, however it is not necessary as dlr principal agreed to cover repair

SVM sts: He doesn't bring it here for service; it could have needed to be greased. We wouldn't have been able to adv him that it needs greased if he brought it here for anything other than warranty. The last steering shaft that was done was a different part.

CRS Rationale: We should be covering this repair as the customer has had concerns in the past while within warranty, this is a known concern and there is nothing he could have done to caused this, it's not his fault that we didn't have the updated part the last time it was done. Dealership Principal has offered to cover repair at no cost. The repair has been completed and the customer is satisfied with the repair.

FINAL GOODWILL OFFER Dealership offered to cover repair 100%

What are the 3 main strengths of the customer's case

- 1 exact repair within B2B

- 2 steering repairs

What are the 3	mains	weaknesses	of the	customer	\mathbf{s}	case
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- used vehicle

- out of presumption

- out of warranty

Decision reached by CRS: Arbitrate case:

Settle case: x

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



GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

10/20/2008

Todd Johnston STEET/PONTE CHEVROLET OLDSMOBILE, INC. 3036 STATE RTE 28 HERKIMER NY 13350-0790

Fax # 3158665143

Re:

Siebel Request: 71-670385425 2005 Chevrolet Malibu Maxx VIN # 1G1ZT62815F

Todd,

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 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. Please black out any of the customer's personal information such as SSN.

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

Sincerely,

Ashley McMillan BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 41736 FAX# 866-874-5904



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2005 MALIBU LS MAXX 92U SILVER GREEN METALLIC 52E NEUTRAL CUSTOM CLOTH	/V6G	GENERAL MO	MOTOR DIVISION DTORS CORPORATION SSANCE CENTER
ORDER NO. HXMTT5/FDR STOCK N		DETROIT	
VIN 1G1 ZT62 81 5F 55 199		VEHICLE II	NVOICE 1AD61505383
* * * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * *	* * * * * * * * * * *	*********13*04023S
MODEL & FACTORY OPTIONS	MSRP		FLEET
1ZT68 MALIBU LS MAXX	21465.00	18996.53	INVOICE 03/10/05
B37 FLOOR MATS	80.00	69.60	SHIPPED 03/10/05
B37 FLOOR MATS KCV ALAMO RENT A CAR LX9 3.5L V6 ENGINE	0.00	0.00	EXP I/T 03/20/05
LX9 3.5L V6 ENGINE	0.00	0.00	INT COM 03/21/05
MX0 4-SPEED AUTO TRANSMISSION	0.00	0.00	PRC EFF 02/02/05
NE1 50-STATE EMISSIONS	N/C	N/C	KEYS G1800 G1800
VK3 FRONT LICENSE PLATE BRACKET	0.00	0.00	WFP-S QTR OPT-1
VN9 DAILY RENTAL REPURCHASE PROG	RAM 0.00	0.00	FAN: 000820524
V2G FULL FUEL FILL CREDIT	0.00	21.29-	BANK: GMAC - 007
YT1 DAILY RENTAL FLAT RATE DEPREC	C. 0.00	0.00	СНС-ТО 04-023
			SHIP-TO 46-450
			NATIONAL CAR RENT

 SHIP WT:
 3360

 HP:
 32.9

 MRM:
 22170.00

 CUST PO NUMBER:

 50075925

 DAN:
 ALAMO

 MEMO
 1077.25

CHEEKTOWAGA NY

TOTAL MODEL	& OPTIONS	21545.00	19044.84	ACT 231 19669.84
DESTINATION	CHARGE	625.00	625.00	

WALDEN FLEET GROUP, INC.

REMIT TO GMAC NO. 007 VIN 1G1ZT62815F \$ 19669.84 INV 1AD61505383 DUE 03/21/05 DEALER 04-023



VIA FAX ONLY

10/20/2008

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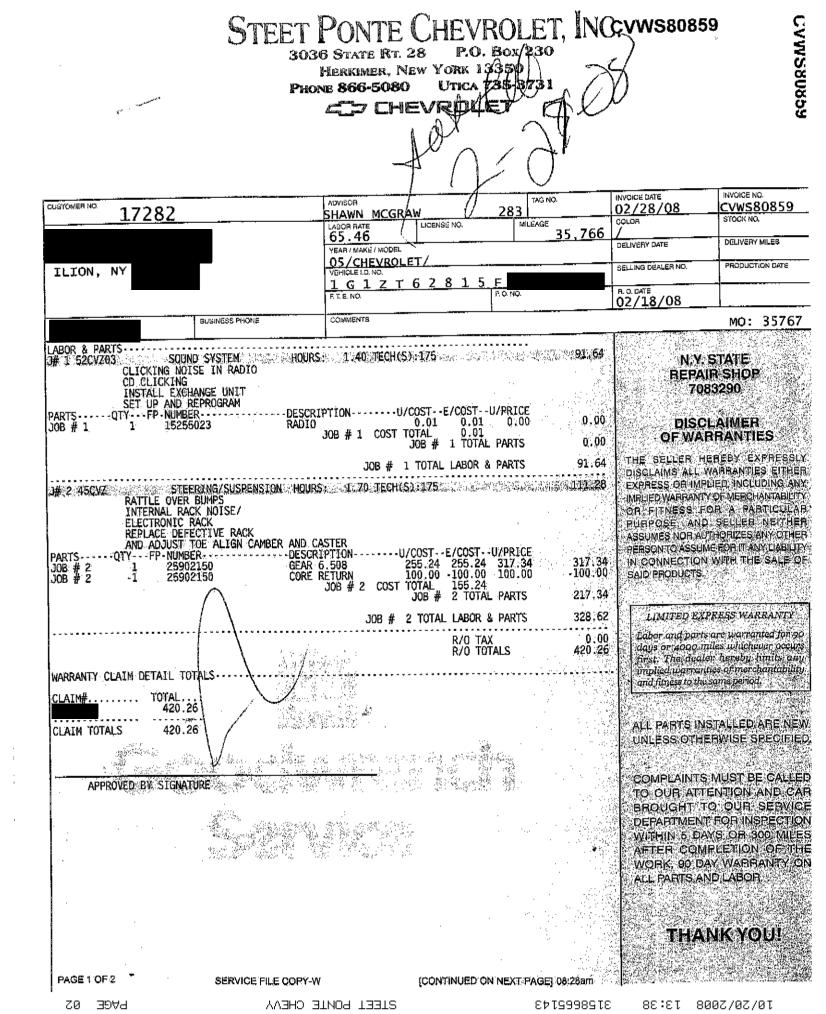
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> General Motors Corp. – CARS – Legal, c/o MSX International, MC 336-105-000 1426 Pacific Drive, Auburn Hitls, MI 48326



STEET PONTE CHEVROLET, INC. VCS81437 3036 STATE RT. 28 P.O. BOX 230

Herkimer, New York 13350

Utica 735-3731 PHONE 866-5080

25 CHEVROLET

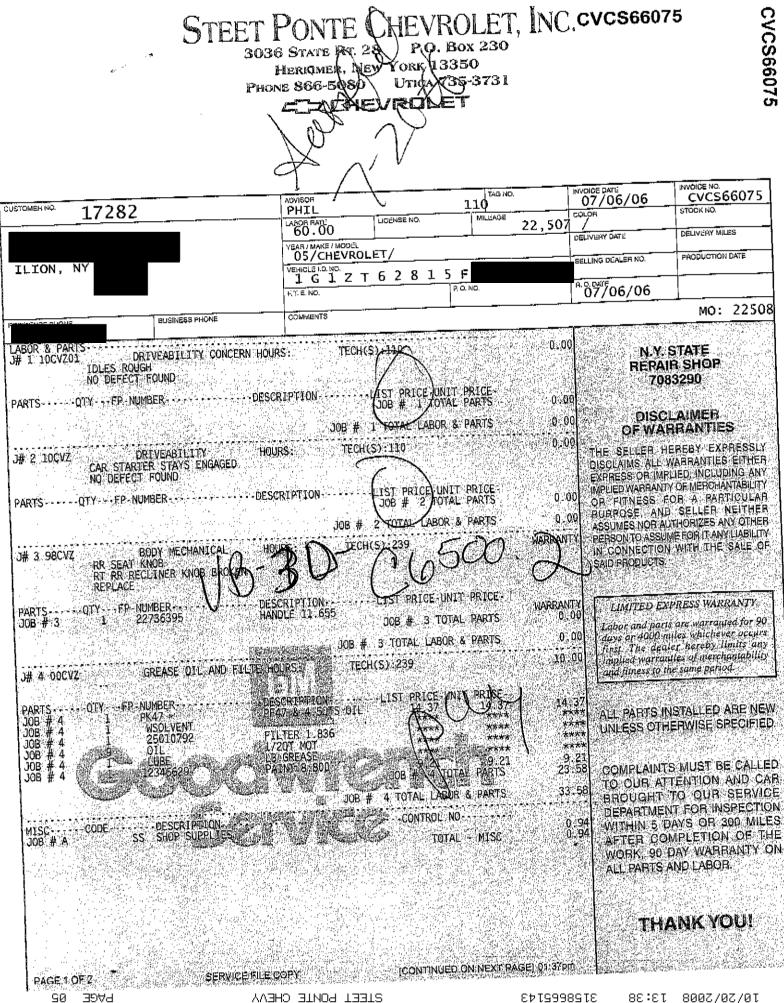
TOMEFI ND. 17282	ADVISOR	110	TAGINO,	INVOICE DATE 03/11/08	INVOICE NO. CVCS81437
		LICENSE NO.	MILEAGE 34,757	COLOR	STOCK NÓ.
	YEAR / MAKE / MODEL	· /		DELIVERY DATE	DELIVERY MILES
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		2813F	D.	03/11/08	
	COMMENTS			03711700	MO: 34757
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CVCS81620

STEET PONTE CHEVROLET, INC)çvcs 81620
3036 STATE RT. 28 P.O. Box 230	
Herkimer. New York 13350	
PHONE 866-5080 UTICA 735-3731	
<u> </u>	

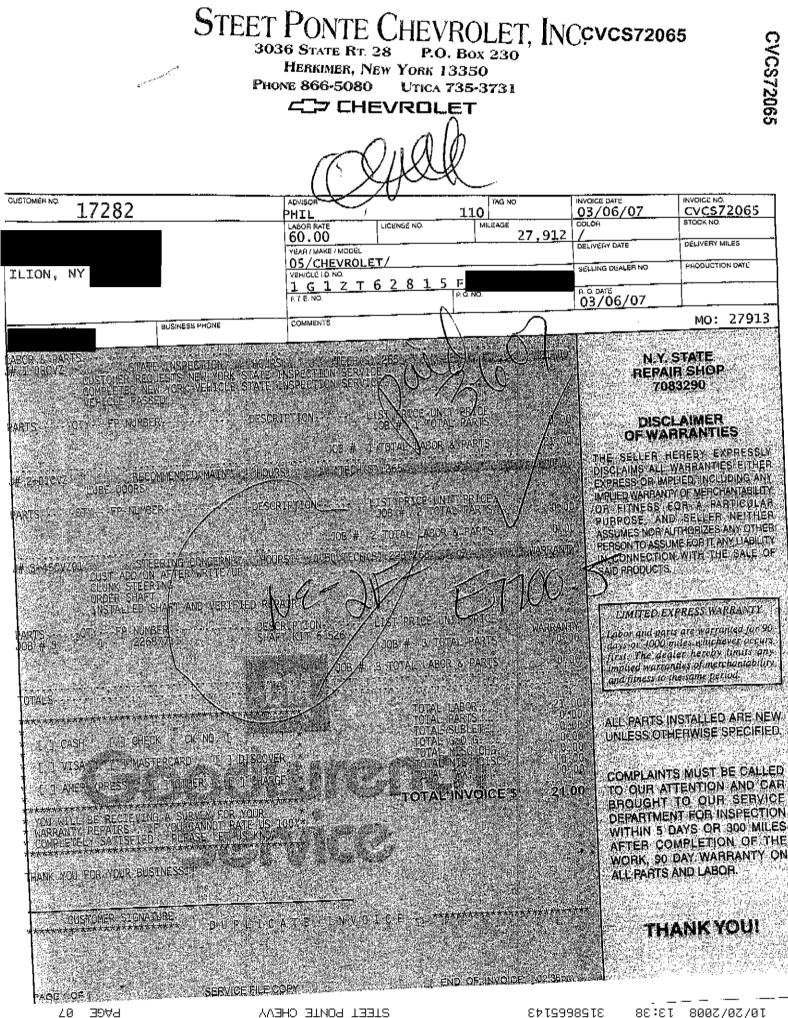
	ADVIBOR	110 TAG NO.	03/18/08	CVCS81620
STOMER NO. 17282		EINSE NO. MILEAGE 35,		STOCK NO.
	60.00	35,	023 / DELIVENY DATE	DELIVERY MILES
	05/CHEVROLET/		SELUNG DEALER NO.	PRODUCTION DATE
LION, NY	IGIZT62	815F		· · · · · · · · · · · · · · · · · · ·
	F.T.E.NO.	P.O.	03/18/08	
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CUSTOMER SIGNATURE			TH	NNK YOU!
		END OF INVOICE 10	3:46am	
PAGE 1 OF 1	SERVICE FILE COPY	L cum or incores).		
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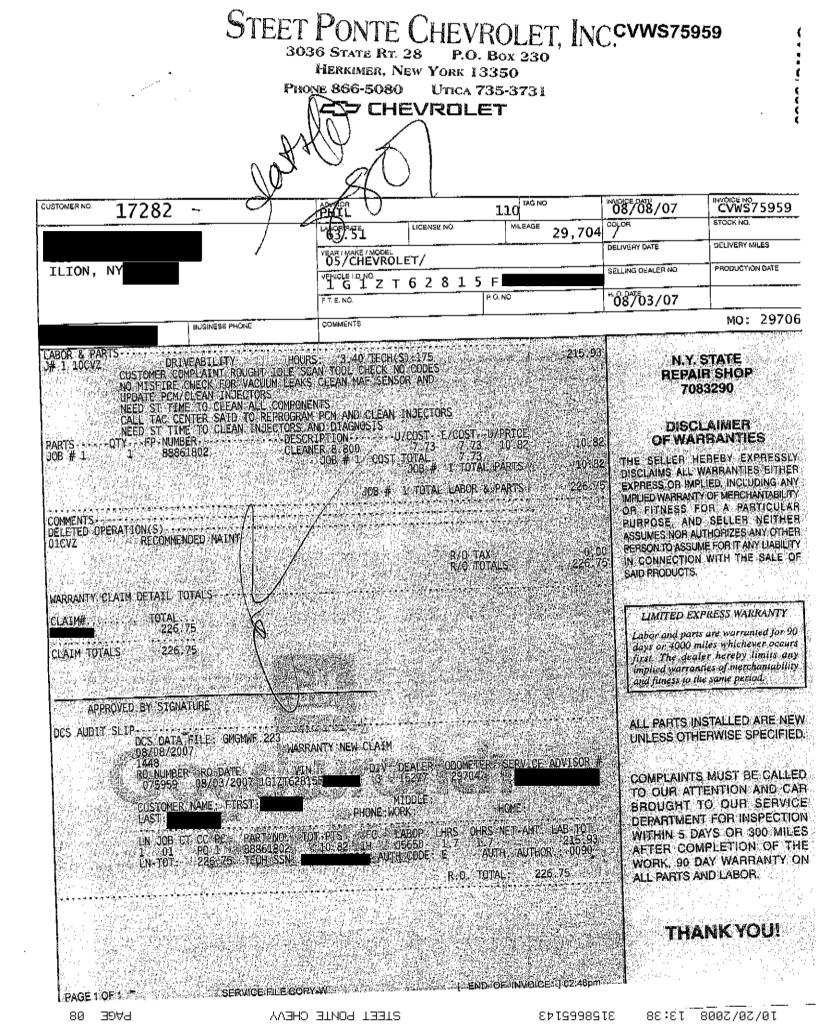
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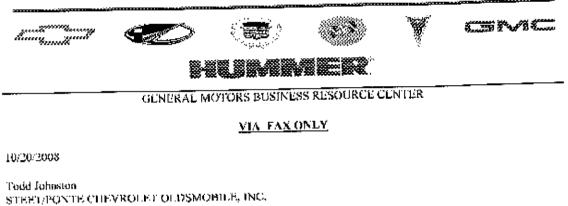


STEET PONTE CHEVROLET, INC. 3036 SPITE RT. 28 (P.O. Box 230 HERKIMER, New YORK 13350 PHONE 866 5080 UTICA 735-3731

NVOICE NO. 12/11/06 TAG NO **JOVISOF** CUSTOMER NO 17282 110 CVWS70070 PHIL STOCK NO. LICENSE NO. COLOR 61.23 MILEAGE 26,947 DELIVERY MILES DELIVERY DATE 05/CHEVROLET/ ILION, NY PRODUCTION DATE SELLING DEALER NO ^{VEHICLE I.D. NO.} 1 G 1 Z T 6 2 8 1 5 F F.T.E.NO P O. NO 12/06/06 COMMENTS BODY ELECTRICAL IN HOURS IN 0. 30 STECHIOD 265 LEFT FRT HALIGHT BUIS BLOWN REPLACE **BUSINESS PHONE** MO: 26949 LABOR & PARTS J# 1. 51CVZ N.Y. STATE REPAIR SHOP REPLACE 7083290 OTY FP NUMBER PARTS 7.01 7.01 9.81 TAL 7.01 9 8 92095787 BULB 2:727 JOB # 1 JOB # 1 COST TOTAL DISCLAMER JOB # 1. TOTAL PARTS 9.81 OF WARRANTIES JOB # 1 TOTAL LABOR & RARTS 28.18 THE SELLER HEREBY EXPRESSLY DISOLAIMS ALL WARRANTIES EITHER 0..00 R/0, TAX EXPRESS OR IMPLIED, INCLUDING ANY 28.18R/Q TOTALS IMPLIED WARRANTY OF MERCHANTABILITY OB FITNESS FOR A PARTICULAR WARRANTY CLAIM DETAIL TOTALS RURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER TOTAL CLAIM#., 28.18PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF CLAIM TOTALS 28,18 SAID PRODUCTS. LIMITED EXPRESS WARRANTY APPROVED BY SIGNATURE Labor and parts are warrauted for 90 days on 4000 miles whichever occurs DCS AUDIT SLIP DCS DATA FILE: GMGMWF:567 12/11/2005 first. The dealer hereby limits any WARRANTY NEW CLAIM implied warranties of merchantability and fitness to the same period 0921 DIV DEALER DOMETER SERVICE ADVISOR # RO NUMBER RO DATE VIN 070070 12/06/2006 1G1ZT62815F VEN. 15277 26947 3 ALL PARTS INSTALLED ARE NEW MIDDLE CUSTOMER NAME FIRST: HOME PHONE WORK: UNLESS OTHERWISE SPECIFIED. LAST: OHRS NET AMT LAB TOT FC LABOP, 65 M N0441 LN 30B CT CC PC PART NO TOT PTS F 301 00 1 92095787 1 981 65 LHRS 18, 37 92095787 SAUTH CODE AUTH: AUTHOR COMPLAINTS MUST BE CALLED 28.18 JECH SSN: LN TOT: TO OUR ATTENTION AND CAR R.O. TOTAL 28, 18 BROUGHT TO OUR SERVICE DEPARTMENT FOR INSPECTION WITHIN 5 DAYS OR 300 MILES $\langle v_{j} \rangle$ AFTER COMPLETION OF THE WORK, 90 DAY WARRANTY ON ALL PARTS AND LABOR THANK YOU! SERVICE FILE CORVW PAGE UOF 1 PAGE 90 STEET PONTE CHEVY 3728662743 88:81 8002/02/01







3036 STATU RTE 28 HERKIMER NY 13350-0790

Fax # 3158665143

Re: Siebel Request: 71-670385425 2005 Chevrolet Malibu Maxx VIN # 1G1ZT62815F

Todd,

This is a letter of notification regarding a Botter 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 service and body shop repair orders including all internal, customer pay, and warranty repair orders. (Please include front and backs of the shop copies).

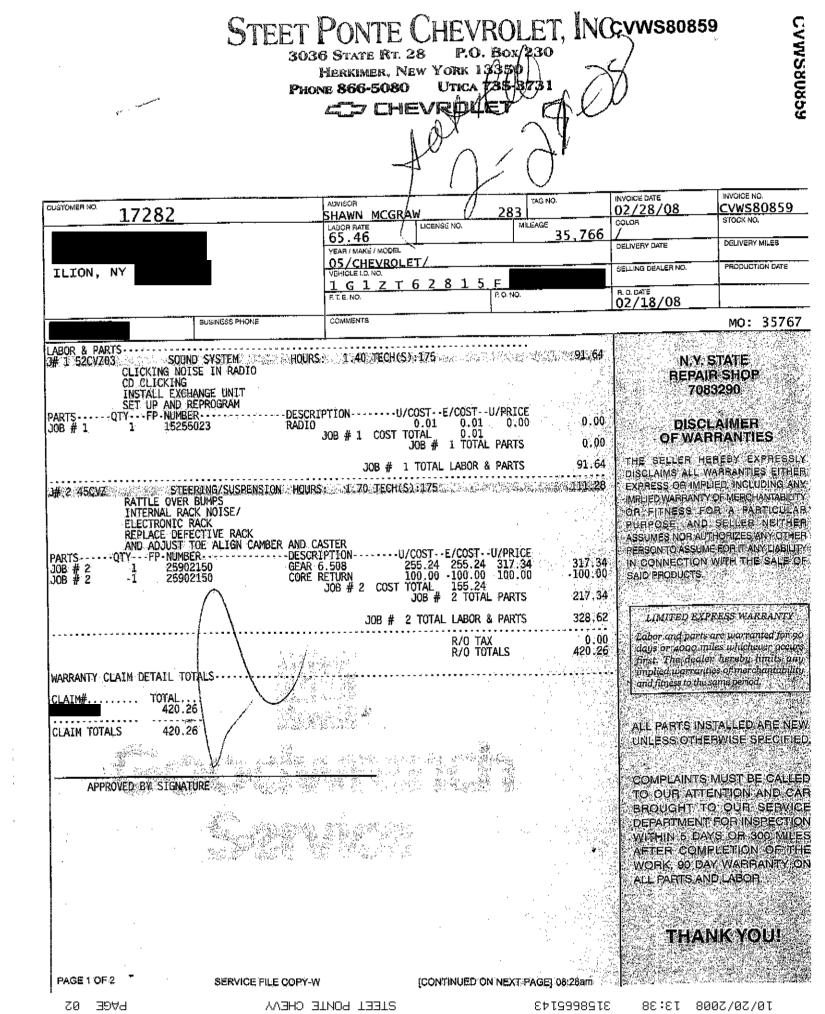
Please fax them to the number found below. If there are any fax difficulties or the documents exceed 50 pages, please contact me as soon as possible, Please black out any of the customer's personal information such as SSN.

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

Sincerely,

Ashtey McMillan BRC Customer Relationship Specialist Ph/ 800-231-1841, prompt 9, prompt 5, extension 41736 FAX# 866-874-5904

> General Motors Corp. – CARS – Legal, c/o MSX International, MC 336-105-000 1426 Pacific Drive, Aubum Hills, MI 48326



STEET PONTE CHEVROLET, INC. VCS81437 3036 STATE RT. 28 P.O. BOX 230

HERKIMER, NEW YORK 13350

UTICA 735-3731 PHONE 866-5080

2 CHEVROLET

DMER ND. 17282		1	10	TAGI NO,	03/11/08	
		LICENSE NO.	MI	1GAGE 34,757	COLOR	
	YEAR / MAKE / MODEL	<u> </u>			DELIVERY DATE	DELIVERY MILES
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	LGLZT	62815F	0. NO.		03/11/08	
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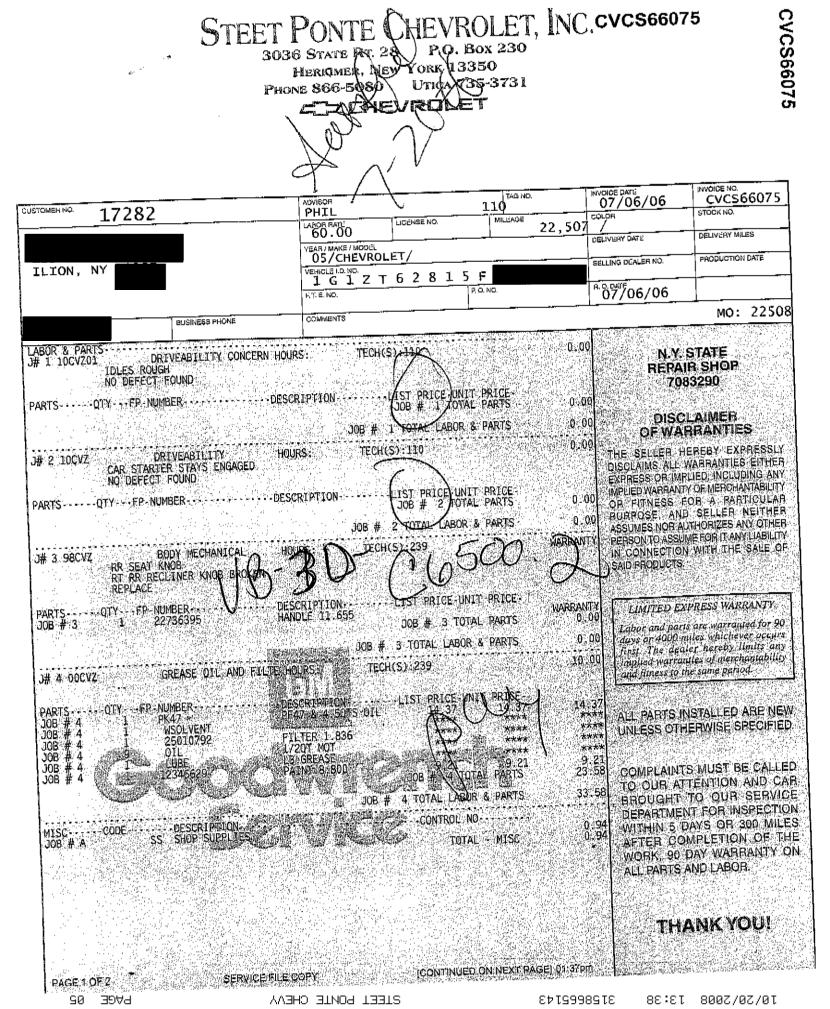
STEET PONTE CHEVROLET, INCOVCS81620 3036 STATE RT. 28 P.O. BOX 230

HERKIMER, NEW YORK 13350 UTICA 735-3731

PHONE 866-5080

27 CHEVROLET

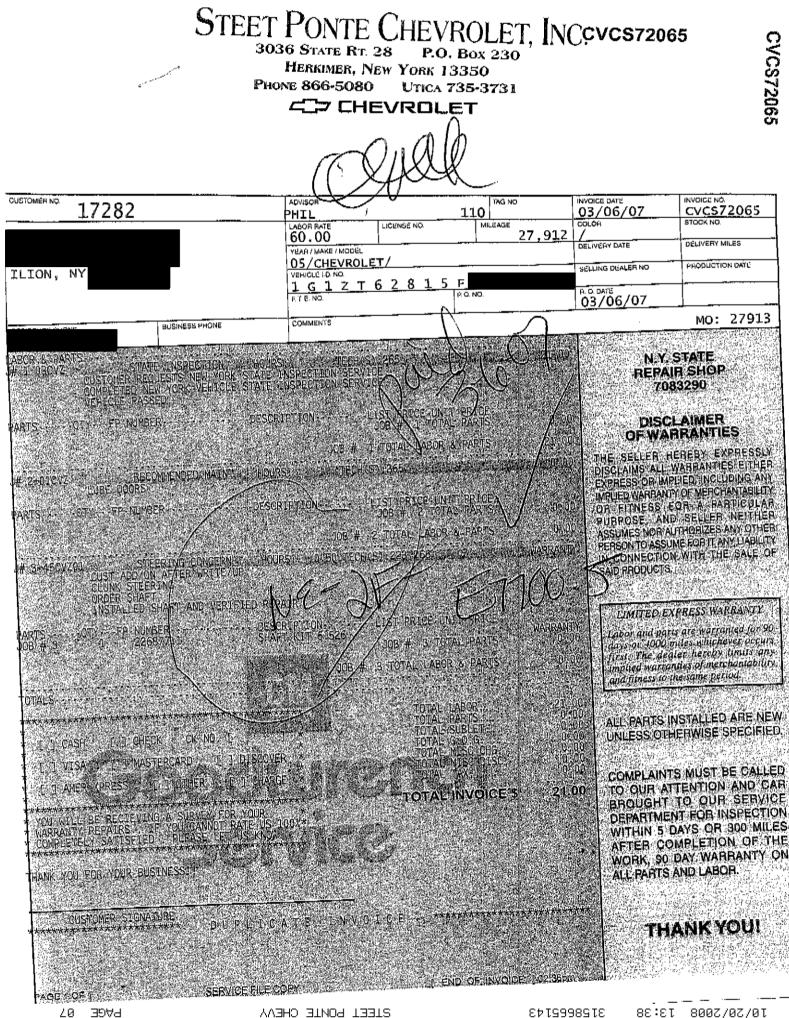
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				MILEAGE 35,023	DELIVENY DATE	DELIVERY MILES
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LION, NY			62815F			
			P.O.NO) .	03/18/08	
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S 45CVZ06 WHEEL CUSTOMER REQ	ALIGNMENT	grand and and a const T		CE	SAID PRODUCTS.	
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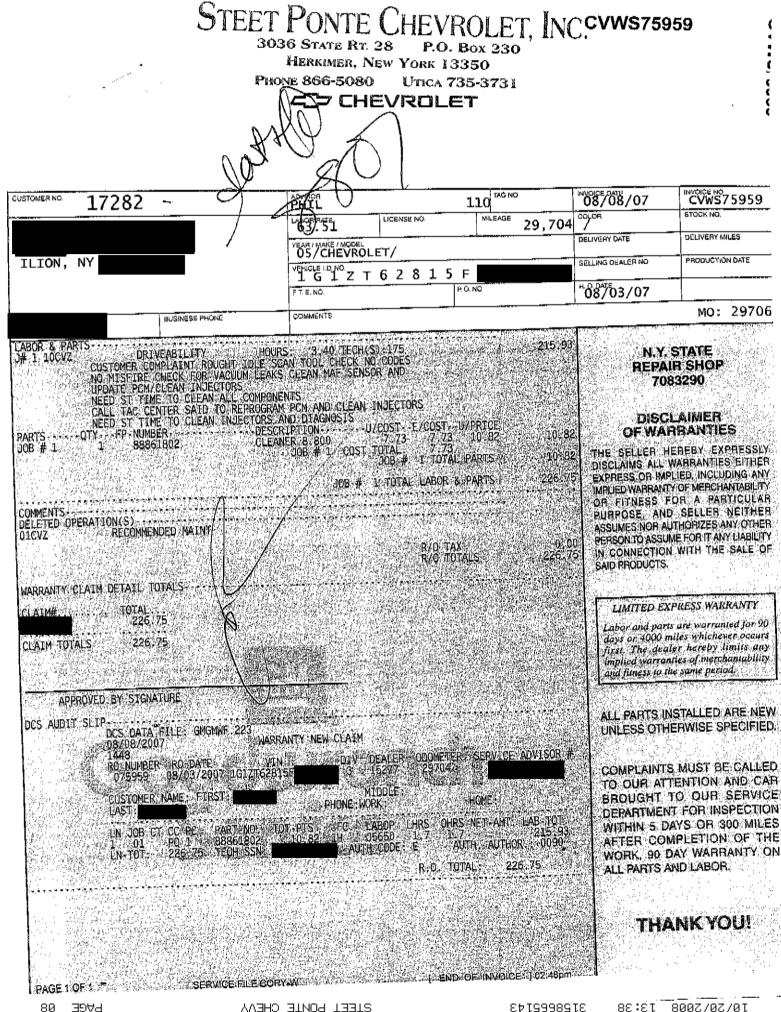
STEET PONTE CHEVROLET, INC. 3036 SPITE RT. 28 (P.O. Box 230 HERKIMER, New YORK 13350 PHONE 866 5080 UTICA 735-3731

NVOICE NO. 12/11/06 TAG NO **JOVISOF** CUSTOMER NO 17282 110 CVWS70070 PHIL STOCK NO. LICENSE NO. COLOR 61.23 MILEAGE 26,947 DELIVERY MILES DELIVERY DATE 05/CHEVROLET/ ILION, NY PRODUCTION DATE SELLING DEALER NO. 1 G 1 Z T 6 2 8 1 5 F 12/06/06 F.T.E.NO P O. NO COMMENTS BODY ELECTRICAL HOURS VI JO. BOUTECHUS) #265 LEFT FRT HALIGHT BULB BLOWN REPLACE **BUSINESS PHONE** MO: 26949 LABOR & PARTS J#11:51CVZ N.Y. STATE REPAIR SHOP REPLACE 7083290 OTY FR-NUMBER 92095787 PARTS 7.01 7.01 9.81 TAL 7.01 9 8 JOB # 1 92095787 BULB 2:727 JOB # 1 COST TOTAL DISCLAMER JOB # 1 TOTAL PARTS 9.81 OF WARRANTIES JOB # 1 TOTAL LABOR & RARTS 28.18 THE SELLER HEREBY EXPRESSLY DISOLAIMS ALL WARRANTIES EITHER 0.00 R/0, TAX EXPRESS OR IMPLIED, INCLUDING ANY 28.18 R/Q TOTALS IMPLIED WARRANTY OF MERCHANTABILITY OB FITNESS FOR A PARTICULAR WARRANTY CLAIM DETAIL TOTALS RURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER TOTAL CLAIM#. 28.18PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF 28,18 CLAIM TOTALS SAID PRODUCTS. LIMITED EXPRESS WARRANTY APPROVED BY SIGNATURE Labor and parts are warrauted for 90 days on 4000 miles whichever occurs DCS AUDIT SLIP DCS DATA FILE GMGMWF 567. 12/11/2006 first. The dealer hereby limits any WARRANTY NEW CLAIM implied warranties of merchantability and fitness to the same period 0921 DIV DEALER ODOMETER SERVICE ADVISOR RO NUMBER RO DATE VIN 070070 12/06/2006 1G12T62815 VEN. 15277 26947 3 ALL PARTS INSTALLED ARE NEW MIDDLE CUSTOMER NAME: FIRST: **的问题,你**你们的问题。" HOME PHONE , WORK : UNLESS OTHERWISE SPECIFIED. LAST: EG 👔 LABOP, LHRS OHRS NET AMT LAB TOT LN COB CT CC PC PART NO. TOL PTS 9.81 18, 37 VAUTH CODE AUTH: AUTHOR 28-18 TECH SSN COMPLAINTS MUST BE CALLED LN TOT: TO OUR ATTENTION AND CAR TOTAL R 0 28, 18 BROUGHT TO OUR SERVICE DEPARTMENT FOR INSPECTION WITHIN 5 DAYS OR 300 MILES $\langle v_{j} \rangle$ AFTER COMPLETION OF THE WORK, 90 DAY WARRANTY ON ALL PARTS AND LABOR THANK YOU! SERVICE FILE COPY-W PAGE UOF 1 90 BAGE STEET PONTE CHEVY 3728662743 88:81 8002/02/01

CVWS70070



88:81 800Z/0Z/0I



CVWS87062

STEET PONTE CHEVROLET, INC. 3036 STATE RT. 28 P.O. Box 230 HERKIMER, NEW YORK 13350

UTICA 735-3731 PHONE 866-5080

CHEVROLET

		Lam/IODR		TAO NO.	INVOICE DATE	INVOICE NO.
CUSTOMER NO.	17282	SHAWN MCGRA		83	10/31/08	
		LABOR RATE 65.46	LICENSE NO.	40,518	COLOR	
		YEAR / MAKE / MODEL		, <u>40,<i>32</i>9</u>	DELIVERY DATE	DELIVERY MILES
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					10/13/08	
	BUBINESS PHONE	COMMENTS				MO: 40519
ABOR & PART 1# 1 45CVZ	S- STEERING/SUSPENSION HOL NOISE IN FRONT END TEST DROVE WITH CUSTOMER DIANOIS		307 (Pro 1997) (Pro			STATE R SHOP
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					LIMITED EXF	RESS WARRANTY
APPRO	VED BY SIGNATURE				Labor and parts	are warranted for 90
DCS AUDIT S					days or 4000 mi	les whichever occurs
	DCS DATA FILE: GMGMWF.034 10/31/2008 WARR 0856	ANTY NEW CLAIM		RVICE ADVISOR #	implied warranti and fitness to the	r hereby limits any es of merchantability same period.
	RO NUMBER RO DATE VIN 087062 10/13/2008 1G1ZT6281	5F DIV DEAL 3 1527		RVICE ADVISOR #		TALLED ARE NEV
	CUSTOMER NAME: FIRST:		E: HOM			RWISE SPECIFIED
		PHONE ; WORK ;				
	LN JOB CT CC PC PART-NO. TO 1 01 NQ 1 25962603	118.90 2N E7700	LHRS OHRS NET	32.73		MUST BE CALLED
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S No			R.O. TOTAL:	151,63		FOR INSPECTION
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Privileged and Confidential Information

CASE ASSESSMENT

By: Ashley McMillan State: NY

Customer Name:	Service 670385	e Request: 71- 5425	BBB Case No.: CHV0851140	
Vehicle ID No.:	In Service	Vehicle is: Used	BAC Code:	
1G1ZT62815F	Date:		<u>115338</u>	
	3/11/2005			
Year, Make & Model: 2005 Chevro	olet Malibu	Vehicle Purchased	Used on: 3/15/06 at	
Maxx		odometer 14000		
Mileage at Time of BBB Filing (40	000)			
Lien holder: GMAC Other]: {Name}	Sale Type: Purcha	se 🛛 Lease 🗌 Other	
DVM Name: Shawn Andren		CAM Name: Craig	Joseph	
Phone/Cell Number: 315-727-4106		Phone Number: 914-244-6130		
Svc Mgr Name: Todd Johnston				

VEHICLE REPAIR HISTORY

:

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

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

HAS TAC BEEN CONTACTED FOR SERVICE HISTORY? N IF **YES** PLEASE INCLUDE TAC # AND EXPLANATION WHY TAC WAS INVOLVED? _____

IF TAC **HAS NOT BEEN** CONTACTED WHY NOT?_The repair was an intermediate steering shaft and the dealer knew that, therefore there was no need to involve TAC

Steering Shaft

Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
3/6/07	72065	1	27912	CLUNK IN STEERING – ORDERED SHAFT – INSTALLED SHAFT AND VERIFIED REPAIR
2/18/0 8	80859	***	35766	RATTLE OVER BUMPS – INTERNAL RACK NOISE / ELECTRONIC RACK – REPLACE DEFECTIVE RACK AND ADJUST TOE ALIGN CAMBER AND CASTER

10/30/ 08	87062	1	40518	NOISE IN FRONT END. TEST DROVE W/ CUSTOMER, DIAGNOSIS FOUND I – SHAFT RATTLES. REPLACE INTERMEDIATE STEERING SHAFT FOR PAST HISTORY –
				CUSTOMER SATISFEACTION GOODWILL.

[Symptom]

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

Recall	/Camp	baign	(Not Related	to Other S [•]	ymptoms	/Complaints
	-				, <u> </u>	

 Date:
 RO #:
 Days
 Mileag
 Description of Complaint and Repair Performed:

 Out:
 e:

Has the vehicle ever been involved in a accident? N Did you confirm your answer with the customer? Y What type of damage was sustained (example front end collision)

Are the RO's attached if the vehicle was in an accident NA

Have you ever filed any insurance claims on this vehicle? N

Questions regarding Insurance Claims NA Insurance Company							

Are there any Aftermarket Modifications to the Vehicle ?N Have you confirm this with the customer? Y List:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM

Other - Drivability

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

		<u>Out</u> :	<u>e:</u>	
7/6/06	66075	1	22507	IDLES ROUGH - NO DFECT FOUND
				••••••
8/3/07	75959	6	29704	CAR STARTER STAYS ENGAGED - NO DEFECT FOUND CUSTOMER COMPLAINT OF ROUGH IDLE - SCAN TOOL CHECK NO CODES, NO MISFIRE, CHECK FOR VACUUM LEAKS, CLEAN MAF SENSOR AND UPDATE PCM/ CLEAN INJECTORS. NEED ST TIME TO CLEAN ALL COMPONENTS, CALL TAC CENTER SAID TO REPROGRAM PCM AND CLEAN INJECTORS
Other	<u>- Seat</u>			
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
7/6/06	66075	***	22507	RR SEAT KNOW RIGHT RR RECLINER KNOB BROKEN - REPLACE
Other	- Headl	ight		
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
12/6/0 6	70070	1	26947	LEFT FRT H/LIGHT BULB BLOWN – REPLACE
Other	<u>- Radio</u>			
Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileag</u> <u>e:</u>	Description of Complaint and Repair Performed:
<u>Date:</u> 2/18/0 8	<u>RO #:</u> 80859			Description of Complaint and Repair Performed: CLICKING NOISE IN RADIO, CD CLICKING – INSTALL EXCHANGE UNIT – SET UP AND REPROGRAM
2/18/0	80859	Out:	<u>e:</u>	CLICKING NOISE IN RADIO, CD CLICKING – INSTALL

What is the customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail **(Can Customer go?)**

GM Program Summary Repurchase/Replacement: No, as customer is outside of 12/12 parameters

Lemon Law Repurchase/Replacement: Yes as they have 4 years from the in service date to file a claim

GM Program Summary Repairs/Reimbursement for past repairs: No, as customer is outside of B2B warranty

THE STATE LEMON LAW READS: (Can Customer Win?)

Days out of service: 30 Calendar Days Repairs 4 Time period 24 Months / 18000 Miles Does Lemon Law state nonconformity must continue to exist? Y

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

Number of repair attempts in the presumption period:0Total days out of service during the presumption period:0Total days out of service during customer's ownership:20

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

71-552562600 RFI-vehicle 8/31/2007 03:16:23 PM 8/31/2007 04:35:47 PM No GW

RECOMMENDATION AND RATIONALE

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

Cust sts: I have had issues with this in the past, it is not my fault if they did not install it properly, or if GM has a problem with these, the dealership offered me 50% saying that if I brought it there more they could have done maintenance to the shaft, I read through my owner's manual and no where does it say this is a required maintenance

DVM sts: - Waiting for reply, however is no necessary as dlr principal agreed to cover repair

SVM sts: He doesn't bring it here for service; it could have needed to be greased. We wouldn't have been able to adv him that it needs greased if he brought it here for anything other than warranty. The last steering shaft that was done was a different part.

CRS Rationale: We should be covering this repair as the customer has had concerns in the past while within warranty, this is a known concern and there is nothing he could have done to caused this, it's not his fault that we didn't have the updated part the last time it was done. Dealership Principal has offered to cover repair at no cost.

FINAL GOODWILL OFFER Dealership offered to cover repair 100% _

What are the 3 main strengths of the customer's case

- 1 exact repair within B2B

- 2 steering repairs

What are the 3 mains weaknesses of the customer's case

- used vehicle

- out of presumption

- out of warranty

Decision reached by CRS: Arbitrate case:

Settle case: x

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

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



October 17, 2008

SARA HAZZARD CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Re:m01 CHV0851140: vs Chevrolet Motor Division

Dear Madam/Sir:

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

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

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

Sincerely, John Ryan at Extension 529

BBB AUTO LINE Customer Claim Form

Case number: CHV0851140 Contact Date: 10/17/08 Start Date:

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

SECTION 1: CUSTOMER INFORMATION

Titled owner:		
Mailing address:		
City: Ilion	State: NY	Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address:	

SECTION 2: VEHICLE INFORMATION

Make: Chevrolet	Model:	Malibu	_{Year:} 2005	Current mileage: 40000				
Name(s) that appears on the vehicle t	tle:							
Selling dealer/city/state: C Weaver Chevrolet, , NY								
Primary Servicing dealer/city/state: STEET/PONTE CHEV OLDS INC,								
Acquired as 🗌 new 🛛 used 🗌 de	mo 🗌 le	ased	Is the vehicle in your p	ossession? 🛛 yes 🗌 no				
Purchase/lease date: 03/15/06			Mileage at purchase/lea	ase:				
First repair attempt date: First repair attempt mileage: 27000								
How often is the vehicle used for business purposes (percentage):	0 %		r of vehicles owned ed by the business:	Transmission type:				
Has the vehicle been in an accident/had body damage? \Box yes 🛛 no Date of accident:								
Description of damage:								

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

The customer wants the steering shaft replaced at no cost.

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

VEHICLE INDENTIFICATION NUMBER	
Lienholder/Leasing Company	Phone Number
Account Number	

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: _A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Steering shaft making noise		3		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____ Date _____ I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700



General Motors

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

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

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

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

Please note:

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty. A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered. The customer will be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Repair or reimbursement claims that are not covered by the General Motors New Vehicle Limited Warranty but are covered by a service contract.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused bodily injury.
- Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple damages.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and General Motors.

OTHER IMPORTANT INFORMATION

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

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

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

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

Eligible Claims

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

Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.

The customer's vehicle must be:

- Owned or leased in the name of an individual;
- Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- Covered by a United States warranty.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle.
- Repurchase of the vehicle.
- Replacement of the vehicle if it was purchased or leased new

Repairs/Reimbursement for Repairs

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

Repurchase or Replacement

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The alleged defect does not meet General Motors specifications for the particular make and model vehicle, provided that specifications pertaining to the defect were given to the arbitrator;
- The alleged defect continues to exist at the time of the hearing; and

• The alleged defect was subject to repair at least three times by an authorized General Motors dealer.

If a repurchase or replacement is awarded, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- **Leased vehicle repurchase** To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- **Replacement of a vehicle purchased or leased new** The customer will receive a new and substantially identical vehicle (not including modifications or additions after the vehicle's purchase/lease) from the same model year or, if one is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

Important: Replacement is not an available remedy if the current customer purchased or leased a **used** vehicle.

Deductions/Exclusions from a Repurchase or Replacement Award

• The repurchase or replacement award will be reduced for the customer's use of the vehicle using the following formula:

Use	# miles attributable to the customer		Vehicle purchase
Deduction/ =	<u>at the time of the arbitration hearing</u>	х	price or gross
Payment	100,000		capitalized cost

- The award may be reduced based on damage to the vehicle exceeding normal wear and tear.
- The award will not include debt from a previous transaction.
- The award will not include any manufacturer rebate or manufacturer-sponsored credit card earnings the customer received or used as a downpayment or capitalized cost reduction.

STANDARDS OF THE NEW YORK LEMON LAW New Car Lemon Law

The following is a brief explanation of most relevant provisions of the New York lemon law. The complete text of the lemon law can be found at N.Y. Gen. Bus. Law Section 198-a.

VEHICLES COVERED

The New York lemon law applies to motor vehicles that are subject to a manufacturer's express warranty at the time of original delivery and are either:

- 1. Purchased, leased or transferred in New York within the first 18,000 miles of operation or two years from date of original delivery, whichever is earlier; or
- 2. Registered in New York.

The lemon law does not cover motorcycles or off-road vehicles, and does not apply to the living facilities of motor homes.

CONSUMERS COVERED

The lemon law covers the following "consumers":

- 1. The purchaser, lessee or transferee, other than for purposes of resale, of a motor vehicle used primarily for personal, family or household purposes; or
- 2. Any other person entitled by the terms of the manufacturer's warranty to enforce its obligations.

The lemon law also covers the subsequent transferee.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

The lemon law covers any defect or condition that substantially impairs the value of the motor vehicle to the consumer. This is referred to as a *nonconformity*. The lemon law does not cover a defect or condition that is the result of abuse, neglect or unauthorized modifications or alterations of the motor vehicle.

COVERAGE PERIOD OF THE NEW YORK LEMON LAW

The lemon law covers vehicles during the first 18,000 miles of operation or during the period of 2 years following the date of original delivery of the motor vehicle, whichever is the earlier date.

MANUFACTURER'S DUTY TO REPAIR A VEHICLE

The manufacturer's obligation to repair is limited to a covered vehicle also meeting both of the following:

- 1. The vehicle was sold, leased or transferred to a consumer in New York; and
- 2. The vehicle is registered in New York at the time of the requested repair.

If a motor vehicle that is sold and registered in New York does not conform to all express warranties, the consumer must report the nonconformity to the manufacturer, its agent or its authorized dealer during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier. The manufacturer, its agent or its authorized dealer must correct the nonconformity at no charge to the consumer, even if the 18,000 miles/two years period has expired.

If the notification is received by the manufacturer's agent or authorized dealer, the agent or dealer must forward the written notice within 7 days to the manufacturer by certified mail, return receipt requested, and must include in the notice a statement indicating whether repairs have been undertaken.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

The New York lemon law provides that a manufacturer must replace or repurchase a motor vehicle (other than a motor home) if either of the following occurs:

1. REFUSAL TO REPAIR

If a motor vehicle that is sold and registered in New York does not conform to all express warranties, the consumer must report the nonconformity to the manufacturer, its agent or its authorized dealer during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier.

If the notification is received by the manufacturer's agent or authorized dealer, the agent or dealer must forward the written notice within 7 days to the manufacturer by certified mail, return receipt requested, and must include in the notice a statement indicating whether repairs have been undertaken.

If an authorized dealer refuses to undertake repairs within 7 days of receipt of the consumer's notice, the consumer may send written notice of this refusal to the manufacturer by certified mail, return receipt requested. The manufacturer has 20 days from receipt of this notice to commence the repairs. If within the 20 day period the manufacturer or its agent fails to commence repairs, then the manufacturer must, at the consumer's option either replace or repurchase the motor vehicle.

OR

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2. INABILITY TO REPAIR

If the manufacturer or its authorized dealers are unable after a reasonable number of attempts to repair or correct any nonconformity after a reasonable number of attempts during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, the manufacturer must, at the consumer's option, either replace or repurchase the motor vehicle.

The consumer has the option of returning the motor vehicle to the dealer or other authorized agent of the manufacturer who sold the vehicle to the consumer, or to the dealer or other authorized agent who attempted to repair or correct the nonconformity that necessitated the return. The consumer cannot be subject to any further shipping charges.

A manufacturer must repurchase or replace a **motor home** if either of the following occurs:

1. REFUSAL TO REPAIR

If an agent or authorized dealer of a motor home manufacturer, or a repair shop to which the manufacturer referred a consumer, refuses to undertake repairs within 7 days of receipt of notice by a consumer of a nonconformity within the first 18,000 miles of operation or during the period of two years following the date of the motor home's original delivery to the consumer, whichever is earlier, the consumer may send written notice of this refusal to the motor home manufacturer by certified mail, return receipt requested. The motor home manufacturer, its dealer or the referred repair shop has 20 days from receipt of this notice to commence the repairs. If within the 20 day period the motor home manufacturer, its dealer or the referred repair shop fails to commence repairs, then the motor home manufacturer must, at the consumer's option either replace or repurchase the motor vehicle.

OR

2. INABILITY TO REPAIR

If the motor home manufacturer, its agent or authorized dealer, or a repair shop to which the manufacturer referred a consumer are unable to repair or correct any covered nonconformity after a reasonable number of attempts within the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, the motor home manufacturer must, at the consumer's option, either replace or repurchase the motor vehicle.

For motor homes, a repair attempt will not be counted if the repair facility is not authorized by the applicable motor home manufacturer to perform warranty work on the identified nonconformity. It will count as only one repair attempt for a motor home if the same nonconformity is addressed a second time due to the

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consumer's decision to continue traveling and to seek repair of the same nonconformity at another repair facility rather than wait for the initial repair to be completed.

REASONABLE NUMBER OF REPAIR ATTEMPTS

In determining whether the manufacturer has had a reasonable number of attempts to repair or correct a nonconformity, the New York lemon law creates a *presumption* that a reasonable number of attempts have been made if, during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, either of the following occurs:

- 1. The same nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers, but the nonconformity, defect or condition continues to exist; or
- 2. The vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of thirty or more calendar days.

The presumption does not require a consumer to establish that the defect continued to exist until the hearing date. Rather, the presumption obligates a consumer to establish that the vehicle was subject to repair at least four times and that the same defective condition remained unresolved after the fourth attempt.¹

ADDITIONAL NOTICE PROVISIONS APPLYING TO A MOTOR HOME

If, during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, the same covered nonconformity has been subject to repair two times or the motor home has been out of service by reason of repair for 21 days, the consumer must report this to the motor home manufacturer or its authorized dealer by certified mail, return receipt requested. After the motor home has been out of service by reason of three repair attempts or for at least 36 days, the consumer may institute any proceeding or other action pursuant to the lemon law.

This special notification requirement will apply only if the manufacturer or its authorized dealer provides a copy of this requirement to the consumer and the consumer acknowledges receipt in writing. If the consumer has received notice and fails to comply with the special notification requirements, then additional repair attempts or days out of service will not be taken into account in determining whether the consumer is entitled to replacement or repurchase. But any additional repair attempts or days out of service that occur after the consumer complies with the special notification requirements will be taken into account.

A repair attempt will not be counted if the repair facility is not authorized by the applicable motor home manufacturer to perform warranty work on the identified

¹ Matter of DaimlerChrysler Corp. v. Spitzer, 7 N.Y.3d 653; 860 N.E.2d 705; 827 N.Y.S.2d 88 (2006).

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nonconformity. It will count as only one repair attempt for a motor home if the same nonconformity is addressed a second time due to the consumer's decision to continue traveling and to seek repair of the same nonconformity at another repair facility rather than wait for the initial repair to be completed.

DISPUTE RESOLUTION

If a manufacturer has established an informal dispute settlement mechanism, the mechanism must comply with the provisions of the lemon law. The lemon law provisions requiring repurchase or replacement after an inability to repair do not apply to a consumer who has not first resorted to the mechanism.

The consumer has the option of submitting any dispute under the lemon law to an alternate arbitration mechanism administered by the New York Attorney General's Office.

TIME PERIOD FOR FILING CLAIMS

An action must be commenced within 4 years of the date of the motor vehicle's original delivery to the consumer.

REMEDIES UNDER THE NEW YORK LEMON LAW

REPURCHASE OF OWNED VEHICLES

The New York lemon law sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the lemon law:

- 1. The full purchase price (cash plus any trade-in allowance); and
- 2. Fees and charges, including all license fees, registration fees and any similar governmental charges;
- 3. Less an allowance for the consumer's use of the vehicle in excess of the first 12,000 miles of operation;
- 4. Less a reasonable allowance for any damage not attributable to normal wear and tear or improvements.

The manufacturer is not required to refund any sales tax paid by the consumer. The lemon law provides that the consumer may receive a refund of such sales tax by applying to the Commissioner of Taxation and Finance. In addition, information provided by the Attorney General's Office indicates the refund will not include other expenses or charges, such as loss of use, insurance premiums and finance charges.

The allowance for the consumer's use of the vehicle is to be determined in accordance with the "mileage deduction formula", defined as:

 $Deduction = \underline{Mileage in excess of 12,000 miles}_{100,000} X purchase price$

Refunds are made to the consumer and lienholder, if any, as their interests may appear on the records of ownership kept by the Department of Motor Vehicles.

REPURCHASE OF LEASED VEHICLES

The New York lemon law sets out the following amounts that a manufacturer must pay when it repurchases a leased vehicle under the lemon law:

To the lessor -

- 1. The lease price, consisting of (a) the lessor's actual purchase cost, (b) the freight cost (if applicable), (c) the cost for accessories (if applicable), (d) any fee paid to obtain the lease, and (d) an amount equal to 5% of the actual purchase cost;
- 2. Less the aggregate deposit and rental payments paid to the lessor for the leased vehicle.

To the lessee –

1. The aggregate deposit and rental payments paid to the lessor;

- 2. Any trade-in allowance; and
- 3. Fees and charges, including but not limited to all license fees, registration fees and any similar governmental charges;
- 4. Less "service fees" (defined below);
- 5. Less an allowance for the consumer's use of the vehicle in excess of the first 12,000 miles of operation;
- 6. Less a reasonable allowance for any damage not attributable to normal wear and tear or improvements.

"Service fees" are defined as that portion of the lease payments attributable to:

- 1. Interest on the rental payments previously paid at an annual rate equal to two points above the prime rate in effect on the date of the lease execution; and
- 2. Any insurance or other costs paid by the lessor for the benefit of the lessee.

The allowance for the consumer's use of the vehicle is to be determined in accordance with the "mileage deduction formula", defined as:

 $Deduction = \underline{Mileage in excess of 12,000 miles} X lease price 100,000$

The terms of the lease are deemed terminated contemporaneously with the date of the arbitrator's decision, and no penalty for early termination is assessed.

REPLACEMENT

When replacing a vehicle under the New York lemon law, the manufacturer must replace the vehicle with a comparable motor vehicle. The reasonable allowance for use does not apply to a replacement. The following notices must be given to consumers and arbitrators by informal dispute settlement mechanisms in New York:

NEW CAR LEMON LAW BILL OF RIGHTS

(1) IN ADDITION TO ANY WARRANTIES OFFERED BY THE MANUFACTURER, YOUR NEW CAR, IF PURCHASED AND REGISTERED IN NEW YORK STATE, IS WARRANTED AGAINST ALL MATERIAL DEFECTS FOR EIGHTEEN THOUSAND MILES OR TWO YEARS, WHICHEVER COMES FIRST.

(2) YOU MUST REPORT ANY PROBLEMS TO THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER.

(3) UPON NOTIFICATION, THE PROBLEM MUST BE CORRECTED FREE OF CHARGE.

(4) IF THE SAME PROBLEM CANNOT BE REPAIRED AFTER FOUR OR MORE ATTEMPTS; OR IF YOUR CAR IS OUT OF SERVICE TO REPAIR A PROBLEM FOR A TOTAL OF THIRTY DAYS DURING THE WARRANTY PERIOD; OR IF THE MANUFACTURER OR ITS AGENT REFUSES TO REPAIR A SUBSTANTIAL DEFECT OR CONDITION WITHIN TWENTY DAYS OF RECEIPT OF NOTICE SENT BY YOU TO THE MANUFACTURER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; THEN YOU MAY BE ENTITLED TO EITHER A COMPARABLE CAR OR A REFUND OF YOUR PURCHASE PRICE, PLUS LICENSE AND REGISTRATION FEES, MINUS A MILEAGE ALLOWANCE ONLY IF THE VEHICLE HAS BEEN DRIVEN MORE THAN 12,000 MILES. SPECIAL NOTIFICATION REQUIREMENTS MAY APPLY TO MOTOR HOMES.

(5) A MANUFACTURER MAY DENY LIABILITY IF THE PROBLEM IS CAUSED BY ABUSE, NEGLECT, OR UNAUTHORIZED MODIFICATIONS OF THE CAR.

(6) A MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE CAR OR REFUND YOUR PURCHASE PRICE IF THE PROBLEM DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF YOUR CAR.

(7) IF A MANUFACTURER HAS ESTABLISHED AN ARBITRATION PROCEDURE, THE MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE CAR OR REFUND YOUR PURCHASE PRICE UNTIL YOU FIRST RESORT TO THE PROCEDURE.

(8) IF THE MANUFACTURER DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEYS FEES IF YOU PREVAIL.

(9) NO CONTRACT OR AGREEMENT CAN VOID ANY OF THESE RIGHTS.

(10) AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE MANUFACTURER, YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE

ATTORNEY GENERAL. YOU MAY HAVE TO PAY A FEE FOR SUCH AN ARBITRATION. CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.

NEW MOTOR HOME LEMON LAW BILL OF RIGHTS

(1) IN ADDITION TO ANY WARRANTIES OFFERED BY THE MANUFACTURER, YOUR NEW MOTOR HOME, IF PURCHASED AND REGISTERED IN NEW YORK STATE, IS WARRANTED AGAINST ALL MATERIAL DEFECTS FOR EIGHTEEN THOUSAND MILES OR TWO YEARS, WHICHEVER COMES FIRST. HOWEVER, THIS ADDITIONAL WARRANTY DOES NOT APPLY TO THE LIVING FACILITIES OF MOTOR HOMES, WHICH ARE THE PORTIONS THEREOF DESIGNED, USED OR MAINTAINED PRIMARILY AS LIVING QUARTERS AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FLOORING, PLUMBING SYSTEM AND FIXTURES, ROOF AIR CONDITIONER, FURNACE, GENERATOR, ELECTRICAL SYSTEMS OTHER THAN AUTOMOTIVE CIRCUITS, THE SIDE ENTRANCE DOOR, EXTERIOR COMPARTMENTS, AND WINDOWS OTHER THAN THE WINDSHIELD AND DRIVER AND FRONT PASSENGER WINDOWS.

(2) YOU MUST REPORT ANY PROBLEMS TO THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER.

(3) UPON NOTIFICATION, THE PROBLEM MUST BE CORRECTED FREE OF CHARGE.

(4) IF, WITHIN THE FIRST EIGHTEEN THOUSAND MILES OF OPERATION OR DURING THE PERIOD OF TWO YEARS FOLLOWING THE DATE OF ORIGINAL DELIVERY OF THE MOTOR VEHICLE TO SUCH CONSUMER, WHICHEVER IS THE EARLIER DATE THE MANUFACTURER OF A MOTOR HOME OR ITS AGENTS OR ITS AUTHORIZED DEALERS OR REPAIR SHOPS TO WHICH THEY REFER A CONSUMER ARE UNABLE TO REPAIR OR CORRECT ANY COVERED DEFECT OR CONDITION WHICH SUBSTANTIALLY IMPAIRS THE VALUE OF THE MOTOR HOME TO THE CONSUMER AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MOTOR HOME MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR HOME WITH A COMPARABLE MOTOR HOME, OR ACCEPT RETURN OF THE MOTOR HOME FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE OR, IF APPLICABLE, THE LEASE PRICE AND ANY TRADE-IN ALLOWANCE, PLUS FEES AND CHARGES, AS WELL AS THE OTHER FEES AND CHARGES, INCLUDING BUT NOT LIMITED TO ALL LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENTAL CHARGES, LESS AN ALLOWANCE FOR THE CONSUMER'S USE OF THE VEHICLE IN EXCESS OF TWELVE THOUSAND MILES TIMES THE PURCHASE PRICE, OR THE LEASE PRICE IF APPLICABLE, OF THE VEHICLE DIVIDED BY ONE HUNDRED THOUSAND MILES, AND A REASONABLE ALLOWANCE FOR ANY DAMAGE NOT ATTRIBUTABLE TO NORMAL WEAR OR IMPROVEMENTS.

(5) SPECIAL NOTICE PROVISION: IF WITHIN EIGHTEEN THOUSAND MILES OR TWO YEARS, WHICHEVER COMES FIRST, THE SAME COVERED NONCONFORMITY, DEFECT OR CONDITION IN YOUR MOTOR HOME HAS BEEN SUBJECT TO REPAIR TWO TIMES OR YOUR MOTOR HOME HAS BEEN OUT OF SERVICE BY REASON OF REPAIR FOR TWENTY-ONE DAYS. WHICHEVER COMES FIRST, YOU MUST HAVE REPORTED THIS TO THE MOTOR HOME MANUFACTURER OR ITS AUTHORIZED DEALER BY CERTIFIED MAIL. RETURN RECEIPT REQUESTED, AND YOU MAY INSTITUTE ANY PROCEEDING OR OTHER ACTION PURSUANT TO THE LEMON LAW IF THE MOTOR HOME HAS BEEN OUT OF SERVICE BY REASON OF THREE REPAIR ATTEMPTS OR FOR AT LEAST THIRTY-SIX DAYS. THIS SPECIAL NOTICE REQUIREMENT SHALL ONLY APPLY IF THE MANUFACTURER OR ITS AUTHORIZED DEALER PROVIDES WRITTEN COPY OF THE REQUIREMENTS OF THIS PARAGRAPH TO YOU AND RECEIPT OF NOTICE IS ACKNOWLEDGED BY YOU IN WRITING. IF YOU FAIL TO COMPLY WITH THE SPECIAL NOTIFICATION REQUIREMENTS OF THIS PARAGRAPH, ADDITIONAL REPAIR ATTEMPTS OR DAYS OUT OF SERVICE BY REASON OF REPAIR SHALL NOT BE TAKEN INTO ACCOUNT IN DETERMINING WHETHER YOU ARE ENTITLED TO A REMEDY PROVIDED IN PARAGRAPH FOUR. HOWEVER, ADDITIONAL REPAIR ATTEMPTS OR DAYS OUT OF SERVICE BY REASON OF REPAIR THAT OCCUR AFTER YOU COMPLY WITH SUCH SPECIAL NOTIFICATION REQUIREMENTS SHALL BE TAKEN INTO ACCOUNT IN MAKING THAT DETERMINATION. NOTICE TO THE MANUFACTURER SHOULD BE SENT TO THE FOLLOWING: NOTICE TO THE DEALER SHOULD BE SENT TO THE FOLLOWING:

(6) A MANUFACTURER MAY DENY LIABILITY IF THE PROBLEM IS CAUSED BY ABUSE, NEGLECT, OR UNAUTHORIZED MODIFICATIONS OF THE MOTOR HOME.

(7) A MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE MOTOR HOME OR REFUND YOUR PURCHASE PRICE IF THE PROBLEM IS NOT COVERED BY THE LEMON LAW OR DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF YOUR MOTOR HOME.

(8) IF A MANUFACTURER HAS ESTABLISHED AN ARBITRATION PROCEDURE, THE MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE MOTOR HOME OR REFUND YOUR PURCHASE PRICE UNTIL YOU FIRST RESORT TO THE PROCEDURE.

(9) IF THE MANUFACTURER DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEY'S FEES IF YOU PREVAIL.

(10) NO CONTRACT OR AGREEMENT CAN VOID ANY OF THESE RIGHTS.

(11) AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE MANUFACTURER, YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE ATTORNEY GENERAL. YOU MAY HAVE TO PAY A FEE FOR SUCH ARBITRATION.

CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.

INFORMATION Redacted PURSUANT TO THE FREEDOM OF 07126

INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

CUSTOMER REIMBURSEMENT CLAIM FORM

This section to be completed by Claimant			
Date Claim Submitted: 10- M-08			
17-Digit Vehicle Identification Number (VIN): 1G12T52845F			
Mileage at Time of Repair: 93997 Date of Repair: 09-30-08			
Claimant Name (please print):			
Street Address or PO Box Number:			
City: <u>Hartselle</u> State: <u>AL</u> ZIP Code:			
Daytime Telephone Number (include Area Code):			
Evening Telephone Number (include Area Code):			
Amount of Reimbursement Requested: \$ 601.31			
The following documentation must accompany this claim form.			
Original or clear copy of all receipts, invoices, and/or repair orders that show:			
 The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) 			
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense 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

Date: 10-08-08

To: Reimbursement Department

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From:

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I am submitting this claim to be reimbursed. I received the attached letter that stated that my vehicle may lose its power steering assist. It stated that the Service Vehicle Soon light will illuminate, which it did.

I took my vehicle in to be repaired and found out that I had to pay for this service because my mileage was over the allowed amount. I don't understand why I had to pay for this just because I use my vehicle for work more than what the average person uses their vehicle. If this is a safety issue prior to 70,000 miles, why isn't it still a safety issue after 70,000 when you sent me a letter stating that some may have a defect?

Everything happened just like the letter stated on my vehicle except it is over the 70,000 miles. I have paid for my vehicle to be serviced but did not realize that I had to pay for it. I am asking to be reimbursed for this since it is a defect in the vehicle, which you sent me a letter.

I look forward to your response. If you have any questions, please feel free to contact me at the number below.

Thank you for your assistance in this matter.



353. 653/ Lynn hag ton Service depi

December 2007



Hartselle, AL	
Dear	

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

This letter is intended to make you aware that some 2005 model year Chevrolet Malibu 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 Chevrolet dealer as a result of this letter unless you believe that your vehicle has the condition as described above.

What We Have Done: General Motors is providing owners with additional protection for the steering column assembly. If this condition occurs on your 2005 Chevrolet Malibu 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 Chevrolet Customer Assistance Center between the hours of 8:00 AM and 11:00 PM, EST, Monday through Friday. They can be reached at 1.800.630.2438 (TTY 1.800.833.2438).

100 Renaissance Center, P.O. Box 100, Detroit, MI 48265-1000

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

Scott Lawson / General Director, Customer and Relationship Services

Enclosure 07126

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0008155/GMR2V071129R07 Page 02 of 03

CUSTOMER #: 7731114	350497	Lyı	171	2418 Highway 31 South
	INVOICE		ayton	2418 Highway 31 South DECATUR, ALABAMA 35601 P.O. Box 1828 DECATUR, ALABAMA 35602 Phone: (256) 353-5531
	1	Chevrolet	Ċhevr	olet, Inc.
HARTSELLE, AL HOME: CONT:N/A	PAGE 1			
BUS: CELL:	SERVICE ADVISOR:	891 SHAWN	I HOLMES MILEAGE	IN/ OUT TAG
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11:47 26SEP08 09:58 30SEP08				
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TERMS: STRICTLT CASH UNLESS ARRANGEMENTS INDE		AND
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 anticles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays	LABOR AMOUNT	210.00
caused by unavailability of parts or delays in parts shipments by the supplier of transporter. I history grait you and you shiph because the supplier of transporter to the purpose of testing and or inspection. An	PARTS AMOUNT	359.00
permission to operate the ventue herein described on above vehicle to secure the amount of repairs thereto along with the rights to express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto along with the rights to collection costs and reasonable attorney fees if incurred to secure payment.	GAS, OIL, LUBE	0.00
Collection costs and reasonable anothey reas in incurred to secure poyments	SUBLET AMOUNT	0.00
X	MISC. CHARGES	0.00
TIME GUIDE WHICH REFLECT AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIED VEHICLE)		569.00
REPAIRS, AND WHICH MAY, THEREFORE, BE EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN	LESS INSURANCE	0.00
INSTANCE.	SALES TAX	32.31
Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness, for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any fiability in connection with the sale of said products.		601.31

Bank Independent - Online Banking

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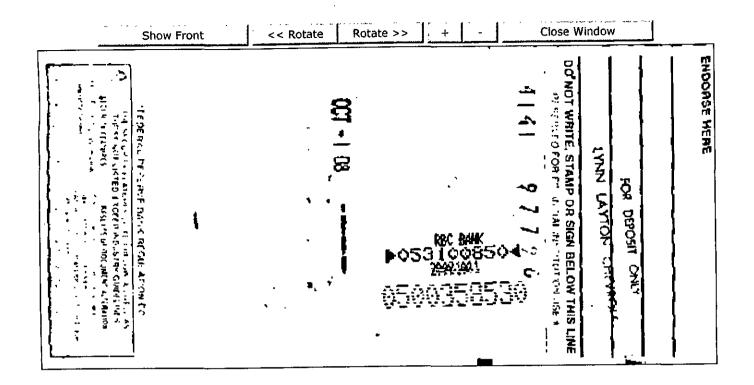
Page 1 of 1

Bank Independent - Online Banking

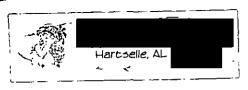
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Page 1 of 1



10/6/2008





Reinbursement Dept. P.O. Box 33170 Detroit, MI 48232-5170

iCh e Rigi

April 6, 2011

Hartselle, AL

Service Request: 71-671684401 Customer Relationship Specialist: Michelle Rivers

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 power steering that you had repaired. We regret that we are unable to reimburse you the amount you requested because the vehicle is outside the mileage parameter at the time of repair.

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

PAGE 01/01

02/06/2009	16:49
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STATE OF FLORIDA DEPARTMENT OF HIGHWAY BAFETY AND MOTOR VEHICLES NEIL KIRKMAN BULDING , TALLAMASSEE, FL SZISP, GID APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION

APPLICATION TYPE: CORIGINAL TRANSFER VEHICLE TYPE: OF	P-HIGHWAY VEHICLE			
Customer Number		Fiest Number		
KBOR AND NOTE: When joint ownership, please indicate it "or" or "and" is to be shown If applicable: Use RestateResselector Person Tomancy By the Entirely Twith Rights of	on the when issued. If ref transformation Date	ther bax is checked, the men's County of Reald	entitie will be topoged with "and."	
H applicable: Life <u>Estatuticansister Person</u> Tenancy By the Entirety With Rights of Owner's Name As it Appends on Driver License (Finel Name, Full Nidde/Melder Name, Last Name)	Date of Binh	547	PL Oriver License of FERMSuffix Number	
Co-Dener's Name As it Appears on Driver Ligence (First Name, Full Middle/Maiden Name, Last Name)	Data of Birth	F	FL Driver License or PEID/Selftx Number	
		M Sex	FL Driver License of FEIO/Suma Number	
Luissus's First Nerver, Full Victorio Maidain Name, Lust Name	Cath cr Bills	388		
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http://www.hamv.atabe.it.pe



Case Number: Originator Name: Created Date: Vehicle Info	155898 Mario Resendez 1866 790 5600 02/09/2009	mario_resendez@gmexpert.com	
*VIN: Year:	1G1ZT51856F 2006	MSRP: 20490.0 Make: Chevrolet	*TAC #: N/A Model: Malibu
	nts & TAC Explanation:		inden. manza
*Date Reviewed Original Purcha	with Customer: 01/29/2009 se Date: 03/13/2007	*Repurchase Mileage: * Original Purchase Condition	24313 : New
Vehicle Owner(s) Entity Type * Names(s) on 1 * Primary Owne * Address		* Title State: FL	
* City * Day Phone:	Port Saint Lucie	* State FL * Home Phone:	* ZIP Code: * Cell Phone:
* E-mail:		* Fax Phone:	
* Reason Repurchas	e Noise in the Steering/Suspe	nsion	
	10) Steering - General - Noise		
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Contact or Atte	d Interest: Standard Lien	n General - Squeaks * Company: Nuvell	Account #:
Type of Secure	d Interest: Standard Lien		Account #: ZIP Code: E-mail:
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Type of Secure Contact or Atte Address City Day Phone: Original Selling Dea * Dealer #:	d Interest: Standard Lien ntion: 877 688 3555 er 114744 30 (772) 461-4800	* Company:Nuvell State FL Fax: Dealer Name: BILL SHULTZ C	ZIP Code: E-mail: HEVROLET INC
Type of Secure Contact or Atte Address City Day Phone: Original Selling Dea * Dealer #: Region: * Phone:	d Interest: Standard Lien ntion: 877 688 3555 er 114744 30 (772) 461-4800 : John Sheperd	* Company: Nuvell State FL Fax: Dealer Name: BILL SHULTZ C District: 3114 Fax: (772) 465-9172	ZIP Code: E-mail: HEVROLET INC
Type of Secure Contact or Atte Address City Day Phone: Original Selling Dea * Dealer #: Region: * Phone: * Contact Name	d Interest: Standard Lien ntion: 877 688 3555 er 114744 30 (772) 461-4800 : John Sheperd r: -	* Company: Nuvell State FL Fax: Dealer Name: BILL SHULTZ C District: 3114 Fax: (772) 465-9172	ZIP Code: E-mail: HEVROLET INC

Vehicle Location:

-



Case Number: 155898 Originator Name: Mario Rese Created Date: 02/09/2009

Mario Resendez 1866 790 5600 mario_resendez@gmexpert.com 02/09/2009

Transaction Details

Siebel Request #:	71-679590782	* Dispositi	on:Auction
State:	FL	* Type:	Straight Repurchase
Source:	ADR BBB Mandated		
Replacement VIN:		-	
Compliance Date:	2009-03-01	Complianc	ce Type: BBB Mandate
MSRP:	0.0	Order #:	

Repurchase:

As per Decision Letter

Disposition:

N/A

* Processing Instructions:

* Processing Instructions:

Transaction Details

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

(Floor): This mode directs most of the air to the floor outlets with some air directed to the side window outlets.

(Outside Air): Press the right side of this button to turn the outside air mode on. When this mode is selected, air from outside the vehicle will circulate throughout your vehicle. When the button is pressed, an indicator light will come on to let you know that it is activated. The outside air mode can be used with all modes, except with the recirculation mode. Pressing this button will cancel the recirculation mode.

(**Recirculation**): Press the left side of the button to turn the recirculation mode on. When recirculation mode is selected, the air inside the vehicle will be recirculated through the climate control system and the vehicle, not from outside your vehicle. This mode is helpful when you are trying to limit odors from entering your vehicle and for maximum air conditioning performance in hot weather. When the button is pressed, an indicator light above the button will come on to let you know that it is activated. The recirculation indicator light will blink three times if you try to use recirculation in a mode that it can not be used in. Only use this mode when it is needed for comfort, since window fogging will rapidly occur if the air conditioning compressor is not engaged. Pressing this button cancels the auto recirculation feature. Each time the vehicle is started, the system will revert to the auto recirculation function.

If you select recirculation while in defrost, defog or floor, the light on the button will flash three times and go out to let you know this is not allowed. This is to prevent window fogging.

When the weather is cool or damp, operating the system in recirculation for extended periods of time may cause fogging of the vehicle's windows. To clear the fog, select either defog or defrost. Make sure the air conditioning is on. You will want to allow the air conditioning to run automatically to help dehumidify the air.

 $\nabla \triangle$ (Temperature Control): Press the up and down arrows to increase or decrease the temperature inside the vehicle.

(Air Conditioning): Press this button to turn the air conditioning compressor on and off. A light above the button will illuminate when the air conditioning is on.

When air conditioning is selected or in AUTO mode, the system will run the air conditioning automatically to cool and dehumidify the air entering the vehicle.

On hot days, open the windows long enough to let hot inside air escape. This reduces the time it takes for your vehicle to cool down. Then keep your windows closed for the air conditioner to work its best.

3-29



GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

January 23, 2009

To: Carol – Hearing Site Mr. William J. Wadsworth – Arbitrator Fax# (561) 721-9252

Re: Case# CHV0852741-1R

From: Shendanna M. Boykin BRC Arbitration Specialist Ph# 866-790-5700, extension 21231 Fax# 866-485-4472

Cover Sheet plus _1___

Notes:

Chevrolet Malibu Owners Manual Page 3-29 ref Recirculation Mode

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CHEMICLET POWNER: EX.INC. CAMER ENER ONE ONE STURY INCOME

February 11, 2009 BILL SHULTZ CHEVROLET INC 4200 S US 1 FORT PIERCE, FL 34982 Dealer Confirmation Letter-Straight

Subject: 2006 Chevrolet Malibu Customer: VIN: 1G1ZT51856F Ref SR:71 679590782 V-155898

Dcar John Shepherd:

General Motors will issue a check in the amount of \$3,202.52 made payable to

Once RVDC receives the completed repurchase paperwork, GM will issue a check in the amount of \$21,583.90 to Nuvell Financial Services LLC. Please be sure to return the repurchase documents to General Motors RVDC immediately for completion of the repurchase. Do not wait for the final repair order. The repair order may be faxed once the repair has been completed.

Thank you for your cooperation.

Sincercly,

General Motors RVDC 2717 Schust Rd Saginaw, MI 48603

*If you are aware of any modifications made to this vehicle, please contact your Repurchase Coordinator immediately. This vehicle must be restored to its original factory condition or the repurchase will be stopped and canceled.

If you are in agreement with this offer, please sign and date below and return this agreement to my attention at the following fax # 866-802-6668 by Friday February 13, 2009. If you have any questions you may reach me at 866-802-6625.

BILL SHULTZ CHEVROLET INC 114744 Management Agent's Signature and Title.

Tohn 12-5 hophend 5er Wice agr. BILL SHULTZ CHEVROLET INC 114744 Management Agent's Printed Name and Title.

155898

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<u>FLORIDA : 8/1/2005</u> <u>Overallowance / Incentives / Negative Equity Form</u>

Customer	Request #	<u>71-679590782</u>	BBB #	<u>CHV0852741</u>
PURCHASE PRICE: (From dealer Bill o	of Sale) (Selli	ng Price)		(+) \$20,490.00
MSRP: (From BARS Invoice)				<u>(-)</u> \$20,490.00
DIFFERENCE:				(=) <u>N</u> /A
TRADE ALLOWANCE: (from deale	r Bill of Sale))		(+) \$4,600.00
Include vehicle retail, accessories and mileage NADA Retail Value for: 2003 KIA Sp VEHICLE: \$4,325.00			pages to file.	
ACCESSORIES: ***vehicle is not GM MILEAGE ADJUSTMENT: + \$375.00		y accessories***		(-) \$4,700.00
OVER ALLOWANCE: (Trade more tha	n NADA)			(=) N/A
PAYOFF: (If dealer added negative equity i	nto contract, de	not subtract)		(=) \$6,956.03
PURCHASE PRICE (From dealer Bill of	f Sale) – (before	e tax, <u>tag, etc.</u>)		(+) \$20,490.00
GM CARD POINTS:				DO NOT INCLUDE
INCENTIVES (from BARS): (Do not include fuel fill credit. dealer incentive 1: CSE = \$1,000.00	s or GM card c	redited back to custome	217)	
2: 3: TOTAL INCENTIVES (Not included in	Purchase Price	e)		(-) \$1,000.00
OVERALLOWANCE: (From above)				(-) N/A
NEGATIVE EQUITY: <u>(If NOT shown in</u>	1 contract))			(-) \$2,356.03
Actual price of Vehicle that should b	e presented	to BBB for ATA		(=) \$17,133.97

Page 1 of 2

BARS	Document	[Disp]	lay
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2006 MALIBU SEDAN 2LT 63U SPORT RED METALLIC 33C CASHMERE ORDER NO. KDDHZG/TRE STOCK VIN 1G1 ZT51 85 6F	/V6G NO.	CHEVROLET GENERAL M 100 RENAI DETROIT VEHICLE II	DTORS CORI SSANCE CEM MI 46 NVOICE LAI	PORATION ITER 3243-1114
MODEL & FACTORY OPTIONS 12T69 MALIBU SEDAN 2LT FE9 50-STATE EMISSIONS LX9 3.5L V6 ENGINE MX0 4-SPEED AUTO TRANSMISSION R8K ******************************	MSRP 19865.00 N/C N/C *** N/C	INV AMT 18772.43 N/C N/C N/C N/C	RETAIL - INVOICE (SHIPPED (EXP I/T (INT COM (PRC EFF (KEYS G16(WFP-F QT) BANK: GM2 CHG-TO SHIP WT: HP: GMS: SUPPLR: MRM: MEMO	06/09/06 06/09/06 06/22/06 06/22/06 06/09/06 04 G1604 R OPT-1

TOTAL MODEL & OPTIONS DESTINATION CHARGE LAM DEALER CONTRIBUTION LAM GROUP CONTRIBUTION

19865.00 18772.43 ACT 231 18801.48 625.00 625.00 H/B 261 595.95 198.65 ADV 261 198.65 148.99 EXP 65A 148.99

BILL SHULTZ CHEVROLET, INC.

REMIT TO GMAC NO. 029 VIN 1G1ZT51856F

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BARS Document Display

Page 2 of 2

\$ 19745.07 INV 1AD89379068 DUE 06/22/06 DEALER 26-448

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01/29/2009 12:00 FAX

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11/14/2008 15:00 7724614856		SHULTZ CHEV			PAGE 23/26
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ODY 4DR			Stat	ary Fee a of Fla.	5.00
escribed Vehicle Sold As: New 🖄	Used 🗆 Ne	w Demo 🗆	ADM	FRO / IN FEE	339.00
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B) Life & Disability Ins. with:			L998	<u>l Price</u> Trade	4600.00
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RETAIL INSTALMENT SALE CONTRACT

GMAC FLEXIBLE FINANCE PLAN

	Deale	r Number	Contract Numb	lar'
Buyer (and Co-Buyer) - Name ar	nd address (include county	and zip code)	Craditor (Seller nam	
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		and below the	FORT FIENCE	*/34999
payment schedule shown below. We	will figure the Finance Ch			gning this contract, you choose to buy the vehicle on credit Amount Financed and Finance Oltarge ecoording to the
New or Used Year Weight (Ibs.)	Make and Model	Vehicle	Identification No.	Primary Use for Which Purchased
איזא אהמק איזא	CHEYROLET	1 <u>717151868</u>		Dersonal, tamily, or household Daghcultural
Your trade-in is a: Year	Make	Mode	<u> </u>	
FEDERAL	TRUTH-IN-LENDING DIS	CLOSURES		insurance. You may buy the physical damage
ANNUAL PERCENTAGE HATE The cost of your credit as a yearly rate. 16	Financed The amount of will credit provided to you you or on your behalf.	tai of Peyments The amount you il have paid after bu have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$();s	insurance this contract requires (see back) from anyone you choose who is acceptable to us. Your choice of insurance providers will not affect our decision to sell or extend credit to you. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.
Your Payment Schedule Will Be:			• <u> </u>	If any insurance is checked below, policies or certificates from the named insurance companies will
Number Amount	. When Payn	nents	Oras	describe the terms and conditions.
of Payments of Payments		ę	Follows	Check the insurance you want and sign below:
2. 18 430 431	Nonthly beginning	8/2002		Optional Credit Insurance.
Late Charge. If a payment is not charge of 5% of the part of the pay Prepayment. If you pay off all you Security Interest, You are giving a Additional Information: See the nonpayment, default, any required	Rent that is late. : debt early, you will not ha L security interest in the ve is .contract, for more in:	ive to pay a penalty hicle being purcha formation includio	/. sed.	Credit Life: Buyer Co-Buyer Both Term
				Credit Disability & 1477A
Cash price (including any access and taxes)	ories, sorvices,		5	Home Office Address)
2 Total downpayment = ()f.negath			, <u></u>	Credit life insurance and credit disability insurance are not regulard to obtain credit. Your decision to
Gross trade-in \$ 4500 00 = net trade-in \$ 255 00 + other (describe)	+ cash \$		ē <u>, (2)</u>	buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays only the amount you would owe if
4. Other charges including emounts keep part of these amounts.):	paid to others on your bei	half (Seller may	ه ـ ۲۰۰۵ م. (3) ا	incurance does not cover any increase in your
A Cost of optional credit insur company or companies	ance paid to the insuran	ce		payment or in the number of payments.
Lite Disability B Other Insurance paid to the ins		्य हो है।	· · · · ·	If the box above is checked to indicate that you want credit life insurance, please read and sign the following acknowledgements:
C Official fees paid to governme (desoribe)		译文式 · · · · ·		 You understand that you have the option of assigning any other policy or policies you own or may precure for the purpose of dovering this origin and that you do not have to purchase this credit life insurance policy in order to obtain the credit.
D Government (icense ang/or re. (des:ribe)	jistration leas	<u> </u>		Buyer Signature Date
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the terms of Seller's agreement(s) with assignee.	- Haven National Auto Finance	GMACAB Q. Nuvell Credit Company,
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SellerByTitle	Seller Seller	TRIPLICATE ORIGINAL - DEALER'S COPY

11/14/2008 15;	28 7724614858	5 SHULTZ	CHEV	PAGE 22/25
	STOMER INC	ENTIVE AND ONSTA		MENT OBSta
CUSTOMER NAME: /IN:/	MELANIE DANIEL <u>4 z t/ s</u>	JARCENTALES A ARCENTALES 1/8/5/6/F/		
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in my vehi	nd that in order to cle or call 1.888, e cancelled.	cancel the OnStar service in 4OnStar (1.888.466.7827)	my vehicle, I must press the or TTY 1.877.248.2080 a	blue OnStar butto od <i>re</i> quest that m
Purchaser/Le	ssee Signature: /		Dajg:	13 07 /
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Authorized Deal Dealership Name	· · /-		Dester Code	

11/14/20	08 15:08	7724614856		SHULTZ CHEV		PAGE 26/26
				Appraisal		
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				· · ·		<u></u>
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2. In what state	e is the vehicle	e titled?		,	. <u> </u>	
Who has a li	ien on the title	? Prim	<u>u.s</u>	<u> </u>		
	icle been titled	i, declared or bra	nded*: /	[0 6	
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	icturer buy ba	čk.				
c) salvage d) junk			⊡Yes l⊄iNo ⊡Yes l⊄iNo		(F @%	
e) flood veh	icle		⊡Yes 12,No ⊡Yes 42,No		╢╴──┝┳═┥╴╟	Ìd ∬⊨⊸, _
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g) total loss			□Yes ਈ No		OY IC	
h) flood dan			🗆 Yes 🗹 No			
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		- HANG MIC	a resonary eyatem -	100	72.J	1 6573	5 Sedan 40 LX	. 60126	5925	
	KIA ADDO DI	·			UP. 1		5 Sedan 4D EX . Di Gadaa JD L X 115		6875 6676	932
		10-4 Cyl. Coder II		6 607	MC: : 7000		0 Sectan 40 UX (Võ 5 Sectan 40 UX (Võ		6675 7425	-
			D (5 Spd) DE 123 D I X DE 123				5 Sedan 40 EX (Vé Japan connected		7423	1002
			DLXDE123 ck50/SXDE163		i 9420 i 10000		/SPECTRA/OPTEMA 5. Add Alum/Aller J		225	- 25
		i haidikək Pectra			MC: I	1 22	5 Add Alum/Alley V (Std. Rio Cinco		223	23
			,⊶aruga. DLX(5Spd) FE12()	6650		1	SX05. Optima E			
			DEX				O Add Cruise (Sid		150	17
			D SX FE12()) 10975		5 Add infinity Sters		225	
			ck 50 5 FE16()		j 11075		(Sid. Oplima E			
		PTIMA-4			MC: I		0 Add Leather Sea		300	
			DLX	i 7200			O Add Power Lock		150	
			D EX	i B275	5 11100	47	5 Add Power Sum	wi	475	i 55
	8900) Sedan 41	D LX (V6) GD 128	8025			(Sid. Optima E			
			ID EX (V6) GD128	8 8850		-	O Add Power Wind		150	17
			ADJUST	FOR MI	ILEAGE -	ADJUS	T FOR CONDITI	ON		
			SC	IUTHEAS	STERN EI	D TIDN -	MARCH 2008			'H

								KIJ	43	
Clean Trade-In	Body Type	Madel Ko.	Loan	Clean Relait	Clean Trade-In	Bady Type	Model No.	івал	Clean Relail	
	Add Theil Reco		100	125		Hatchback 4D GS	SX F8161	3225	4850	•
-	Deduct W/out /		650			TIMA-4 Cyl.			MC: 1	P
	Deduct W/out # Deduct W/out F		525 150	525 150		Sedan 4DLX		3950 4606	5750	A
	MANTI-V6	J		MC: II		Sedan 4D SE Sedan 4D LX (Vé		4625 4400	6600 6300	S
	Sedan 40	LD124		13400		Sedan 4D SE (Vi		5075	7150	
	Add Infinity Stee		275	325		PTIDAS				S
	Add Leather Se		400	450		Add Alum'Aloy I	Wheels	150	175	E
	Add Power Sun		525	600		(Std. GSX, SE)				
100	Add Theft Reco	very System .	100	125	100	Add Cruise (Sld		100	125	N
KIA						Add Infinity (Std	-	150	175	G
	0-4 Cyl.			MC: I		Add Leather Sea		200	225	Ε
	i Sedan 40		3825	5600		Add Power Lock		100	125	
	i Wagon 50 Cino:		4125			Add Power Wint Deduct Work A		100 550	125 550	R
	PECTRA-4 Cyl i Sedan 40	F66121	3950	MC: 1 5750		Deduct Work A		425	425	
	Sedan 40 LS		4175	6025		Deduct Would F		100	100	C
	Halchback 4D G		4075		KLA					
	l Hatchback 4D G		4475	6400	2002 RI	0-4 Cyl.			MC: I	A
	EW SPECTRA-			MC: I		Sedan 40	DC123	2175	3550	R
	i Sedan 4D LX		48D0			Wagon 50 Cinco		2400	3850	S
	i Sedan 40 EX . P TRNA-4 Cyl.	HE12()	5175	7250 MC: F		PECTRA-4 Cyl			MC: 1	J
	i Sedan 40 LX	GD126	4775		l		FB121	2250	3650	
	l Sedan 40 EX .		5600			Sedan 4D LS Hatchback 4D G		2400 2350	3850 3775	
	i Sedan 40 LX (V		5425	7575		Hatchback 4D G		2575	4050	
	1 Sedan 43 EX (N	•	6075			PTIMA-4 Cyl.			MC: I	
	SPECTRAMEW S					Sezan 4D LX	. GD125	2825	4375	
775	Add Atra/Alloy		175	200	3750	Sedan 4D SE	GDI26	3375	5050	
	(Ski, Ro Cino GSX, Onlina	ex.voj				Sedan 4DLX (V		3300	4950	
125	i Add Chrise (Str		125	150		Sedan 4D SE (V	6) CD128	3000	5575	
	Add Infinity Ste		200	-		DIPTIONS				
		EX)			100	Add Alum'Aloy		100	125	ĺ
) Add Leather Se		250		75	(Std. GSX, SE Add Cruise (Std		75	100	
	Add Power Loc		125			Add Leather Se		150	175	
425	5 Add Power Sar JSM Optima I	нтом. EX()	425	475		Add Power Loc		75	100	
125	i Add Power Win		125	150	[450	l Dedact Woul /	Ar Cond	450	450	
	Deduct W/cut		600			Deduct Woul /		375	375	
	i Deduct Wlad		475			Deduct Would	PS	75	75	
	i Deduct W/out	PS	125		KIA Domi di	0.4.0.1				
	MANTI-V6	1544	0005	MC: II		1 0-4 Cyl.	10-174		MC: I	
-) Sedan 40		8025			Sedan 40		1750	3025	
	i Add Infinity Sie I Add Leather Se		225 350			E PHIA-4 Cył. Sedan 40	59111	1575	NC: 2825	
	i Add Power Sun		475			Sedan 40 LS		1750	3025	
KIA						PECTRA-4 Cyl			MC: I	
	10-4 Cyl.			MC: I		Hiback 4D GS		1675	2925	
	5 Sedan 40	DC125	2875			Hback 40 GSX		1825	3150	
	Wagon 5D Ciro		3025			PTIMA-4 Cyl.			NC: I	
	PECŤRA-4 Cyl			Milia		Sedan 4D LX		2350	3775	
) Sedan 40			(4325		Sedan 4D SE		2875	4425	
) Sexian 40 LS		2975		0.000	Sedan 4D LX (V Sedan 4D SE AU		2775	4300	
3225	5 Hatchback 40 C		2925			Sedan 4D SE (V	·	3225	4850	
н						FOR CONDIT March 2008	ION			

MILEAGE TABLE

VALUES SHOWN BELOW TO BE ADJUSTED FROM BASE GUIDEBOOK VALUES

MILEAGE	CLASS	2008	2007	2006	2005	2004	2003	2002	2001
	1		375	650	900	1125	1375	1600	1825
0	11	_	675	1125	1550	1950	2375	2775	3175
10	141		850	1425	1950	2475	3000	3525	4025
7500	IV		1150	1925	2650	3375	4075	4775	5475
	V		15 0 0	2525	3475	+425	5350	6275	7175
			225	500	750	975	1225	1450	1700
7501	IE		400	850	1275	1700	2125	2525	2925
to	bi E		500	1075	1625	2150	2700	2 <u>525</u> 3200	3725
15000	IV		675	1475	2200	2950	3650	4375	5075
	V		875	1925	2900	3850	4800	5725	6650
	1		100	375	625	850	1100	1350	1575
15001	1		175	625	1075	1500	1900	2325	2725
lo			200	800	1350	1900	2425	2950	3475
20080	W	-	275	1100	1825	2575	3300	4025	4725
	· · · · · · · · · · · · · · · · · · ·		375	1425	2400	3375	4325	5275	6200
	- i			275	525	750	1000	1250	1475
20001	· - 🖞			450	900	1325	1750	2150	2575
10	<u>#</u>		-	575	1125	1675	2200	2725	3250
25000	·			775	1525	2275	3000	3725	4425
23000				1025	2000	2975	3925	4875	5825
	- <u>-</u>		-225	150	400	650	900	1150	1375
25001	- <u>i</u> -		-325	275	700	1125	1550	1975	2400
10	- <u></u>			<u>-275</u> 350	-900	1450	1975	2500	3025
30000			-100	450	1200	1950	2790	3425	4125
30000			-625	600	1575	2575	3525	4475	5425
30001	<u> </u>		-375		300	550	800	1050	1275
10			-550		525	950	1375	1800 2275	2225
			650	<u> </u>	650	1200	1750		2800
35000	<u>I¥</u>		-825	`-	900 1175	1650 2150	2375 3125	3100 4075	3825
									5000
0004	<u>l</u>		-500	-125	200	450	700	925	1175
35001			-750	200	350	775	1200	1625	2025
10			925	<u>·225</u>	425	975	1525	2050	2575
40000	<u> ₩ </u>		-1175	-300	575	1325	2075	2800	3525
	¥		-1500	-375	750	1750	2700	3675	4600
10.004			-650	275	100	350	600	825	1075
40001			-975	-400	150	600	1025	1450	1850
ta			-1175	-500	200	750	1300	1825	2350
45000	<u> </u>		-1500	-625	275	1025	1750	2475	3200
	¥.		-1925	-800	350	1325	2300	3250	4200
	<u>!</u>	_	-800	-425		250	500	725	975
45001			-1175	-625		400	850	1275	1675
la	<u>. II</u>		1450	-775		525	1075	1600	2125
50000	<u> </u>		- <u>1850</u>	-975	_	700	1450	2175	2900
	v		-2350	-1250	<u>`</u>	925	1900	2850	3800
			-925	-575	-225	125	(375)	625	875
/50001			-1400	-850	-325	225	650	1075	1500
te			-1700	-1025	-400	300	625	1375	1900
	117		0.75	-1300	-500	400	1125	1875	2600
55000	<u> </u>		<u>-2175</u> -2775	-1675	-625	500	1475	2450	3400

ADDITION FOR LOWER MILEAGE SHOULD NOT EXCEED 50% OF TRADE-IN VALUE Deduction for higher mileage should not exceed 40% of trade-in value March 2008

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MILEAGE TABLE

VALUES SHOWN BELOW TO BE ADJUSTED FROM BASE GUIDEBOOX VALUES

MILEAGE CLASS 2007 2006 2007 2006 2004 2003 2002 2011 1 -1600 -1050 -550 -775 525 775 55001 II -1600 -1050 -550 -775 500 1225 ta III -1950 -650 -600 11525 2003 3000 1 -2200 -1525 -520 -225 300 725 1150 50001 II -1200 -550 -500 -125 375 925 1450 ta III -200 -1550 -925 300 725 1450 10 V -2000 -1550 -550 300 75 325 575 65001 II -2025 -1500 -100 220 925 125 100 125 700 225 450 125 575 575 500 125 125 125										
55001 1 100 570 175 900 1225 100 ta III -1950 -1300 -650 600 1150 1225 60000 IV -2500 -1625 -825 -825 1550 2275 60001 II -1200 -850 -500 -150 175 425 675 60001 II -1200 -850 -500 -150 175 425 675 10 -1200 -157 -750 -225 -375 925 1450 10 -1350 -975 -650 -300 75 325 575 65001 II -2250 -1475 -150 125 550 970 11 -1350 -975 -650 -300 75 325 500 125 10 -1475 -1125 -975 -150 125 520 125 2200 125 120	MILEAGE	CLASS	2008	2007	2006	2005	2004		2002	2001
ba III -1950 -1300 -650 600 1150 1875 60000 IV -2500 -1625 -825 -825 1550 2275 60001 II -1200 -850 -500 150 175 -225 300 725 1550 225 1450 60001 II -1200 -850 -925 -275 375 925 1450 65000 IV -2600 -1975 -1175 -350 500 725 1520 1975 65001 II -2055 1500 -450 675 1625 2600 1 -1350 -975 -650 300 75 325 575 65001 II -2425 -1475 -975 450 122 520 1225 70401 II -2425 -125 125 250 1225 2225 2200 1 -1475 -1375 -8		1		-1075	-700	-375	^	275	525	775
60000 IV -2500 -1625 -825 -825 -1500 2275 0 -3200 -2100 -1075 1075 2050 3000 1 -1200 -850 -500 -150 175 125 675 60001 II -1200 -850 -925 375 925 1150 10 II -2200 -1550 -925 375 925 1450 65000 V -3600 -225 1500 -450 675 1625 2600 1 -1350 975 -956 300 75 325 575 65001 II -2025 -1475 976 -450 125 520 975 1a HA -2430 -1800 -175 -560 120 925 925 127 220 920 125 225 220 125 220 125 220 125 1275 1375	550 0 1	<u> </u>		-1 <u>600</u>	-1050	-550		475	900	1325
V -3200 -2100 -1075 1075 2050 3001 60001 I -1200 -850 -500 -150 175 125 675 60001 II -1800 -1975 -750 -225 375 925 1150 65000 IV -2600 -1975 -150 450 675 1625 2600 1 -1350 -975 -650 -300 75 325 575 65001 II -2025 -1475 -975 -550 125 525 975 10 II -2025 -1475 -975 -550 1225 520 1225 70080 IV -3125 -2275 1500 700 200 950 1875 70080 IV -3425 -2600 1825 1000 175 450 1225 2200 1 -1225 -1225 -125 350 125 350 </th <th>to</th> <th>111</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th>	to	111								
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	60000	IV.	-	-2500	-1625	-825		825	1550	2275
60001 II -1800 -1275 -750 -225 300 725 1150 10 III -2200 -1550 -925 -275 373 925 11450 65000 IV -2800 -1975 -1175 -350 500 1250 1975 65011 I -1350 -975 -150 450 675 1625 2800 1 -1350 -975 -150 -150 750 122 550 976 10 II -2455 -1500 -700 225 450 725 225 450 70080 IV -3125 -2275 1500 -700 225 450 1 -1475 -1125 -775 -150 225 450 10 II -2225 -1675 375 800 10 II -2225 -1675 375 350 225 775 10		v		-3200	-2100	-1075		1075	2050	3000
In -2200 -1550 -925 -275 375 925 1450 65000 IV -2800 -1975 -1175 -350 500 1250 1975 1 -1350 975 -650 -300 75 325 575 65001 II -2025 -1475 -975 -160 125 550 975 1 -1350 -975 -150 -150 125 550 976 1 -1475 -1125 -775 -150 120 950 1675 70080 IV -3125 -2275 1500 -700 200 950 1675 1 -1475 1125 -775 -150 225 450 1225 250 125 350 70001 II -2205 -1125 -025 625 1375 350 200 125 350 200 125 350 250 755 350		1		-1200	-850	-500	-150	175	425	675
65 000 IV 2800 -1975 -1175 -350 500 1250 1975 0 -3600 -2525 1500 -450 675 1625 2600 1 -1350 -975 -650 -300 75 325 575 65001 II -2025 -1475 -976 -150 125 557 70000 IW -3125 -2275 -1500 700 1225 2200 1 -1475 1125 -775 -450 225 450 70401 II -2225 -1607 -1175 -675 375 800 10 III -2205 -1425 -800 -475 1000 75000 IV -3425 -2600 -1825 -1025 625 1375 75001 II -1625 -1275 -350 200 625 1375 75001 II -2425 -1876 -1375	60001			-1800	-1275	-750	-225	300	725	1150
V -3600 -2525 -1500 -450 675 1625 2600 65001 II -1300 -975 -650 -300 75 325 575 1a III -2025 -1475 -975 -150 1225 550 1225 70000 IV -3125 -2275 -1500 -700 200 950 1675 70000 IV -3125 -2275 -1500 -700 200 950 1675 70001 IV -3125 -2275 -1175 -875 350 225 450 70001 II -2200 -1475 -1175 -875 -350 226 450 1 -1625 -2600 -1825 1000 475 1000 475 300 225 215 350 200 625 1375 1 -1625 -1375 -375 -350 200 625 1375 350 <td< th=""><th>10</th><th>- III</th><th></th><th>-2200</th><th>-1550</th><th>-925</th><th>-275</th><th>375</th><th>925</th><th>1450</th></td<>	10	- III		-2200	-1550	-925	-275	375	925	1450
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	65000	IV		2 600	-1975	1175	-350	500	1250	1975
65001 II 2025 -1475 -975 -450 125 550 975 1a IH -2450 -1800 -1175 -550 150 700 1225 70000 IV -3125 -2275 1500 -700 200 950 1675 1 -1475 -1125 -775 -375 300 1225 2200 1 -1475 -1125 -775 -375 300 125 2200 125 300 125 300 1425 300 1475 1000 145 1000 145 1475 1375 350 200 1675 1075 1475 1375 350 200 1675 1075 425 250 775 350 200 1675 1075 425 250 775 350 200 1675 1075 425 250 775 350 200 1675 1075 350 200 1400 1425 <th></th> <th>v</th> <th></th> <th>-3600</th> <th>-2525</th> <th>-1500</th> <th>-450</th> <th>675</th> <th>1625</th> <th>2600</th>		v		-3600	-2525	-1500	-450	675	1625	2600
65001 II 2025 -1475 -975 -450 125 550 975 1a IW -2430 -1800 -1175 -550 150 700 1225 70090 IV -3125 -2275 1500 -700 200 950 1675 1 -1475 -1125 -775 -450 226 450 10 II -2225 -1925 -875 375 800 10 II -2270 -2050 -1425 -800 475 1000 75000 IV -3425 -2600 -1825 1025 625 1375 1 -1625 -1250 -925 -575 -250 125 350 75001 II -2425 -1875 -1375 -875 350 200 625 10 II -2425 -1875 -1375 -425 250 775 80001 II -2375 <th></th> <th></th> <th></th> <th>- 350</th> <th>-975</th> <th>-650</th> <th>-300</th> <th>75</th> <th>325</th> <th>575</th>				- 350	-975	-650	-300	75	325	575
in $\cdot 2450$ $\cdot 1800$ $\cdot 1175$ $\cdot 550$ $\cdot 1500$ 700 1225 700B0 IV $\cdot 3125$ $\cdot 2275$ $\cdot 1500$ $\cdot 700$ 220 950 1675 V $\cdot 4025$ $\cdot 2295$ $\cdot 1875$ $\cdot 250$ 1225 225 2200 1 $\cdot -1475$ $\cdot 1125$ $\cdot 775$ -450 225 450 10 III $\cdot 2225$ $\cdot 1675$ $\cdot 1175$ $\cdot 675$ $\cdot 375$ 300 10 III $\cdot 2225$ $\cdot 1425$ $\cdot 1000$ $\cdot 175$ $\cdot 125$ $\cdot 825$ 1775 75001 IV $\cdot -3425$ $\cdot 1375$ $\cdot 875$ -2500 1225 350 75001 II $\cdot 2425$ 1375 $\cdot 375$ -350 200 $\epsilon 255$ 325 10 III -2425 -1375 $\cdot 1725$ -700 425 1375 800001 III -2300 -167	65001	1			-1475	-975	-450	125	550	975
70080 IV -3125 -2275 -1500 -700 200 950 1675 I -4025 -2925 -1925 -875 250 1225 2200 I -1475 -1125 -775 -450 225 450 70401 II -2225 -1675 -1175 -675 375 800 10 III -2205 -1425 -800 475 1000 75000 IV -3425 -2600 -1825 -1025 625 1375 1 -1625 -1250 -925 -575 -250 125 350 75001 II -2425 -1875 -1375 -875 350 200 625 10 III -2425 -1875 -1375 -875 350 200 625 10 III -2950 -2175 -1075 425 1375 10 III -300 -2675 <td< th=""><th>10</th><th>D1</th><th></th><th>-2450</th><th>-1800</th><th></th><th>-550</th><th>150</th><th></th><th>1225</th></td<>	10	D1		-2450	-1800		-550	150		1225
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	70000	IV		-3125	-2275	-1500	-700	200		
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$		v		-4025	-2925	-1925	-875	250	1225	2200
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$		1		-1475		-775	-450		225	450
$\begin{array}{c c c c c c c c c c c c c c c c c c c $	70001	<u> </u>								
75000 IV -3425 -2600 -1825 -1025 -625 1375 I -1625 -3350 -2325 -1325 -825 1775 I -1625 -1250 -925 -575 -250 125 350 1 -2425 -1875 -375 -350 200 625 1a III -2425 -2750 -1075 -425 250 775 80000 IV -3750 -2925 -2150 -1350 550 325 1059 V -4825 3750 -2750 -1725 -700 425 1375 80001 II -2700 -2175 -1700 -1200 -675 350 10 III -3300 -2675 -2050 -1450 -825 450 98001 II -2075 -1700 -1070 -725 -400 ~ 104000 IV -4400 -3250 -2475 <th></th> <th>-</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>1000</th>		-								1000
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$				-3425	2600	-1825	1025			1375
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$		v	·	-4425	-3350	-2325	1325			1775
$\begin{array}{ c c c c c c c c c c c c c c c c c c c$				-1625	-1250	-925	-575	-250	125	350
to (II -2950 -2300 -1675 -1075 -425 250 775 B0000 IV -3750 -2925 -2150 -1350 -550 325 1050 V -4825 -3750 -2750 -1725 -700 425 1375 80001 II -2700 -2175 -1720 -450 -200 Io III -3300 -2675 -2050 -1450 -825 450 9B000 IV -4200 -3400 -2675 -1050 600 V -5400 -3375 -2375 -1350 -775 9B001 II -3100 -2575 -2100 -10075 -725 -400 ID III -3175 -3150 -2755 -1000 -100 -725 ID III -3175 -3150 -2275 -1000 -725 -100 <	75001									
V -4825 3750 -2750 -1725 -700 425 1375 4 -1800 -1450 -1125 -800 -450 200 80001 II -2700 -2175 -1700 -1200 -675 350 10 III -3300 -2675 -2050 -1450 -825 450 98000 IV -4200 -3400 -2625 -1850 -1050 600 V -5400 -4350 -3375 -2375 -1350 775 98001 II -2075 -1725 -1400 -1075 -725 -400 - 98001 II -3100 -2575 -2100 -1600 -1100 -600 - 10 III -3775 -3150 -2475 -1700 -900 - 100400 IV -6175 5150 -1725 -1400 -1075 -750 -400 100400 II	to					1675		425	250	775
V -4825 3750 -2750 -1725 -700 425 1375 4 -1800 -1450 -1125 -800 -450 200 80001 II -2700 -2175 -1700 -1200 -675 350 10 III -3300 -2675 -2050 -1450 -825 450 98000 IV -4200 -3400 -2625 -1850 -1050 600 V -5400 -4350 -3375 -2375 -1350 775 98001 II -2075 -1725 -1400 -1075 -725 -400 - 98001 II -3100 -2575 -2100 -1600 -1100 -600 - 10 III -3775 -3150 -2475 -1700 -900 - 100400 IV -6175 5150 -1725 -1400 -1075 -750 -400 100400 II	80000	IV		-3750	2925	-2150	-1350	550	325	1050
80001 II -2700 -2175 -1700 -1200 -675 350 Io III -3300 -2675 -2050 -1450 -825 450 98000 IV -4200 -3400 -2625 -1850 -1050 600 V -5400 -4350 -3375 -2375 -1350 775 I -2075 -1725 -1400 -1075 -725 -400 - 9b801 II -3100 -2575 -2100 -1600 -1100 -600 - 10 III -3775 -350 -2475 -1700 -900 - 104000 IV -4800 -4000 -3250 -2475 -1700 -900 - 1040001 II -2375 -2050 -1725 -1400 -1075 -750 -400 1040001 II -2375 -2050 -1725 -100 -100 -500 -175		v		-4825	3750		-1725	-700	425	1375
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ADDITION FOR LOWER MILEAGE SROULD NOT EXCEED 50% OF TRADE-IN VALUE Deduction for higher mileage should not exceed 40% of trade-in value

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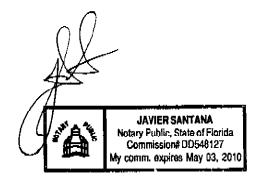
January 22, 2009

To: Mr. William Wadsworth, Arbitrator

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Please accept this letter on behalf of myself, due to my inability to attend the arbitration hearing that was set forth. I was told at Bill Schultz Chevrolet Dealership that there was a number of people that were experiencing the same problem with their Chevy Malibu's, and that I should call back the dealership when the engineers have solved the problem. This information was told to me by Bill Schultz Chevrolet Service Advisor Steve Keller. Mr. Keller advised me, because of the influx of people that had this problem I should call back in approximately three weeks so that the GM engineers could solve the problem. This advisory was told to me last year. Initially the vehicle performed below standard in regards to the steering. I have experienced nothing but an unsafe feeling being behind the wheel of this car. I believe it to be unsafe for myself and the surrounding public that share the road with this make of car. Recently I have experienced the steering locking up on me as I was driving the car an issue that is ongoing. Along with other intermittent problems this Chevy Malibu was in the shop for the same problem entirely too many times. Our intention of this arbitration is for the repurchase of this vehicle by the manufacturer General Motors. I would like to thank you in advance for allowing me to speak on my behalf through this letter, and I feel confident on the out come of this arbitration. Thank you again.





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BILL SHULTZ CHEVROLET, INC. 4200 SOUTH U.S. HIGHWAY I P.O. BOX 13029 FORT PIERCE, FL 34979-3029 (772) 461-4800 ext. FAX (772) 461-4856

COMPANY : FROM : ATTENTION: Marin Resendoz DATE: 11nR 11 ۲ EAX NUMBER X66-59 7-448 PAGES INCLUDING COVER: (URGENT I FOR YOUR INFORMATION REPLY ASAP 699

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CHEVROLET, INC. 4200 South U.S. 1 • PO Box 13029 • Fort Pierce, Florida Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325

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Courtesy Alternate Transportation .

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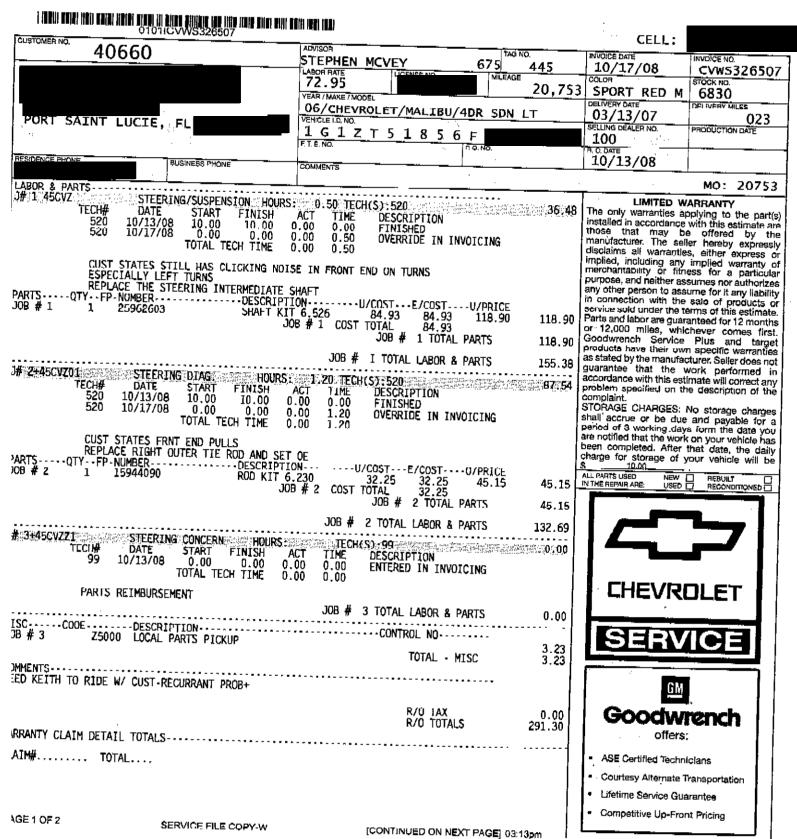
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4200 South U.S. 1 • PO Box 13029 • Fort Pierce, Florida 34979)
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SHULTZ

4200 South U.S. 1 • PO Box 13029 • Fort Pierce, Florida 34979 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325



CELL:

CUSTOMER NO. DVISOR 40660 TAG NO. INVOICE NO. NVOICE DATE STEPHEN MCVEY 675 510 08/29/08 CVW5325443 ABOR RAT COLOF STOCK NO 72.95 19,839 SPORT RED M 6830 EAR / MAKE / MODEL DELIVERY DATE DELIVERY MILES OG/CHEVROLET/MALIBU/4DR SDN LT 03/13/07 023 VEHICLE I.O. NO. PORT SAINT LUCIE, FL ELLING DEALER NO. PRODUCTION DATE 1 G 1 Z T 5 1 8 5 6 F 100 T.E.NO 08/28/08 **BUSINESS PHONE** COMMENTS $(1,q)^{2}$ in 1 a Pa 19839 MO: ---QTY---FP-NUMBER----U/PRICE PARTS LIMITED WARRANTY 1 15836874 MOUNT 7.395 36.49 36.49 51.09 51.09 The only warranties applying to the part(s) JOB # 4 COST TOTAL Installed in accordance with this estimate are linuate that may be offered by the manufacturer. The seller hereby expressly 36.49 JOB # 4 TOTAL PARTS 51,09 JOB # 4 TOTAL LABOR & PARTS disclaims all warranties, either express or 116.75 implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes COMMENTS - -WAITING any other person to assume for it any liability in connection with the sale of products or arvice sold under the lerms of this estimate. Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first, Goodwrench Service Plus and target R/O TAX 0.00 **R/O TOTALS** 283.08 WARRANTY CLAIM DETAIL TOTALS..... products have their own specific warranties CLATM# TOTAL as stated by the manufacturer. Seller does not 283.08 guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the CLAIM TOTALS 283.08 STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days form the date you are notified that the work on your vehicle has been completed. After that date, the daily APPROVED BY SIGNATURE charge for storage of your vehicle will be DCS AUDIT SLIP-ALL PARTS USED DCS DATA FILE: GMGMWF.630 NEW 08/29/2008 IN THE REPAIR ARE WARRANTY NEW CLAIM 1500 RO NUMBER RO DATE VIN DIV DEALER ODOMETER SERVICE ADVISOR # 08/28/2008 1G1ZT51856F 325443 3 26448 19839 CUSTOMER NAME: FIRST: MIDDLE: J LAST: PHONE : WORK : HOME: LN JOB CT CC PC PART NO. TOT PTS FC LABOP LHRS OHRS NET AMT. LAB-TOT. ND 1 15836873 53 63 CHEVROLET £3921 .9 ÎN-ΤŎŤ: 65.66 119.29TECH SSN: AUTH CODE: B AUTH. AUTHOR.: 0090 LN JOB CT CC PC PART-NO. TOT-PTS LABOP E**7**700 FC OHRS NET-AMT. LAB. TOT. LHRS 2 03 LN-TOT: NE 1 26098237 10.56 ZN 36.48 TECH SSN: 47.04 AUTH CODE: B AUTH. AUTHOR .: 0090 LN JOB CT CC PC PART-NO. 15836874 TOT-PTS FĊ LABOP LHRS OHRS NET-AMT. LAB-TOT NQ 1 51.09 4x E3920 LN-TOT: 65.66 116.75 TECH SSN: AUTH CODE: B AUTH. AUTHOR .: 0090 R.O. TOTAL: 283.08 Goo Wrench offers: ASE Certified Technicians Courtesy Alternate Transportation Lifetime Service Guarantee Competitive Up-Front Pricing

Reynolds and Reynolds EGAINT(NVE 8F827680 C (09/05)



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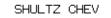




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7724614856 SHULTZ CHEV 11/14/2008 15:08 PAGE 07/26 CHEVROLET, INC 4200 South U.S. 1 • P.O. Box 13029 • Fort Pierce, Fiduda 34982-3029 Phone 461-4800 Stuart 335-2500 Vero Beach 569-068 Registration No. MV-02325 RECOMMENDED SERVICES OPERATION OPERATION DESCRIPTION MO/M TOTAL OPERATION OPERATION DESCRIPTION MO/MI TOTAL most SERVICE HISTORY DATE REPAIR ORDER MILEAGE ADVISOR TECHNICIAN OPERATION DESCRIPTION COOLING SYSTEM STEERING/SUSPENSION COOLING SYSTEM FUEL SYSTEM CONCERN STEERING/SUSPENSION STEERING/SUSPENSION TYPE OPERATION 05/02/08 322512 170 Г 690 690 4Z5 ZOCAZÓZ 160143 425 W 45CVZ $(\mathcal{A}_{ij}) = (\mathcal{A}_{ij})$ 425. A. 160 w 20ČVZ02 0.054) 12/13/07 425 318195 W 09CV201 10451 690 520 e 45CVZ 520 OICVZ RECOMENDED MAINT SALESPERSON NO. 243 BRADLEY D WILKENSON S R F E STATE REG# MV02325 DATE OUT ^୩ሮያ/2°751856F. 06/CHEVROLET/MALIBU/4DR SDN LT PRODUCTION DATE 810CK NO. <u>525</u>44 MILEAGE OUT DELIVERY MILES SELLIN 023 100 03/13/07 LUNG DEALER NO 08/28/08 SPORT RED MET/CAS BASIS FOR CONTRACT NO. T5,023 03/13/12 CHARGE <u>s</u>no _ PORT SAINT LUCIE, FL TURBO 675 ່ ງ.839 STEPHEN MCVEY SAVE PARTS ISINESS PHONE FOR CUST thicin in some of firs, used or seri by engraliability of parts of colored YES 08.743%En | 08/28908 07:00pm JNO LABOR RATE 85.00 CELL : zá strop zuspiljeté ér wasin cispossi. (s. 559 904(4)) Staté (s. 403.716), end a \$1.50 fre to be collected for se JOR tiefy sold in the state is 403,71851 ORIGINAL COSTOMER ESTIMATE: TOTAL PLEASE READ CAREFULLY, CHECK ONE OF х THE STATEMENTS BELOW, AND SIGN: I COMMENTS : WAITING UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY WONT START ¥ Va 10CVZ08 CUST STATES INTERMITT WHEN IGN KEY TURNED, JUST CLICKS-지 않는 것 같은 것 같아. FINAL BILL WILL EXCEED \$100. WONT START BUT AUTO START WORKS OK EVERY TIME 🗍 I REQUEST A WRITTEN ESTIMATE. Vepty costaned complaint ELI'DO NOT REQUEST A WRITTEN STIMATE Could Not Duplicate st this Time (COSTS DO NOT as long as the **Wa** Check codes No codes EXCEED \$ _____ NOT W* 45CVZ 2 EXCEED THIS AMOUNT WITHOUT MY WRIT-CUST STATES CLICKING NOISE IN STEERING WHEEL WHEN TURNING -U-CHICFY customen complain fee Rocester # 2100400 TEN OR ORAL APPROVA upper strat mounts clicking + 6 Napsing Replace what mad Right upper stant mount SIGNED: W* 45CVZ01 3 MINIMUM CHARGE OF HOUR FLAT RATE TIME FOR D CUST STATES KNOCKING NOISE IN FRNT END WHEN GOING STRAIGHT OR TUURNING OSTIC WORK. r The Content of the Verity customer complaint AEVISED FATMATE 20 10/10/74 Interne Shorft Dry Lube Interne Short METHOD OF PYM AME & PHONE OF SARSPEREONS NOLIDANITY COL Noise in Steening RTD Reifore RT MOUNT HONE ND. nchire ° 29° ° ALL PARTS USED TECH COPY NEW 🖨 USED 🗋 REBUILI 🛄 RECONDITIONED 📋 325443



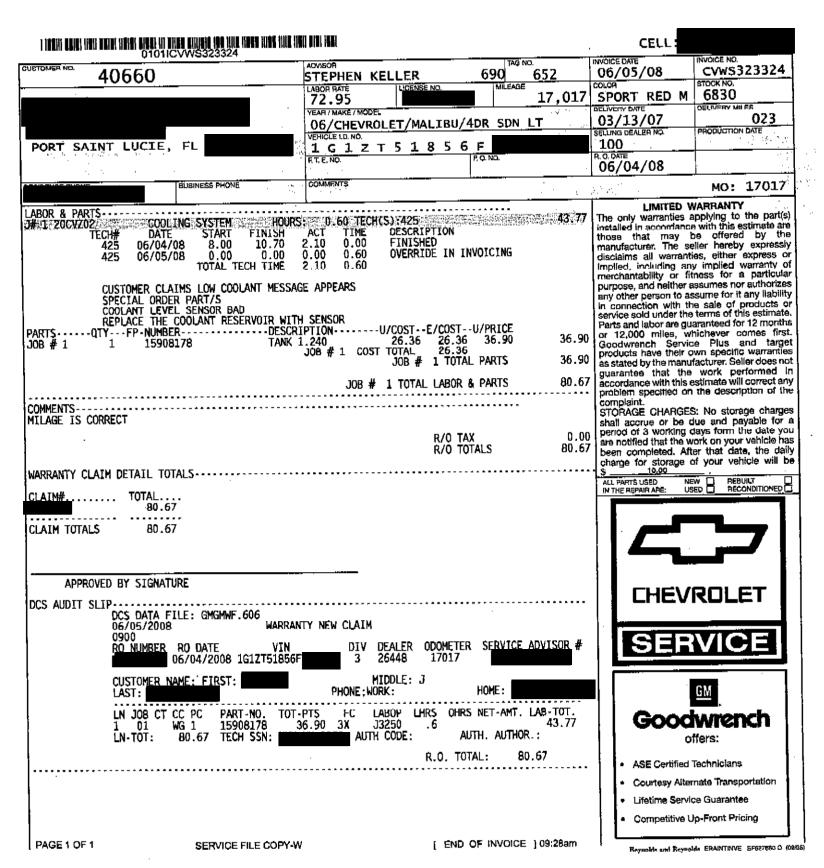
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4200 South U.S. 1 • PO Box 13029 • Fort Plerce, Florida 34979 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325



SHULTZ CHEV 11/14/2008 15:08 7724614856 PAGE 09/26 7 18:51 CHEVROLET, INC. Goodwrench 4200 South U.S. 1 • P.O. B6x 13029 • Fort Pierce, Florida 34982-3029 Phone 461-4800 Stuart 325-2500 Vero Beach 569-0686 Registration No. MV-02325 **RECOMMENDED SERVICES** TOTAL **OPERATION** OPERATION DESCRIPTION MO/MI TOTAL OPERATION OPERATION DESCRIPTION MO/MI SERVICE HISTORY REPAIR ORDER INLÉAGE ADVISOR | TECHNICIAN | TYPE OPERATION OPERATION DESCRIPTION DATE 45CVZ 20CVZ02 STEERING/SUSPENSION COOLING SYSTEM FUEL SYSTEM CONCERN. 05/02/08 322512 160143 690 425 w 425 ŵ 425 Ŵ 09CVZ01 10451 690 STEERING/SUSPENSION 2 318195 12/13/07 W 520 520 - 1 de 1 45CVZ С 01CVZ 1.1.1.1.1 Ŵ 520 45CVZZ1 STEERING CONCERN SALESPERSON NO. 243 BRADLEY D WILKENSON 3 1.101 STATE REG# MV02325 ER V Ι С E YEAR/MAKE/MODEL PRODUCTION DATE STOCK NO. LICENSE NO. R. O. NO. DATE OUT 1G12151856F 06/CHEVROLET/MALIBU/4DR SDN LT 323324 6830 DELIVERY MILES SELLING DEALER NO. R. O. DATE 06/04/08 MILEAGE OU 023 100 03/13/07 SPORT RED MET/CAS 652 CONTRACT NO. EXPIRATION DATE EXPIRA 75,023 03/13/12 BASIS FOR CHARGE AIR COND. P.S. AUVISOR NO. PORT SAINT LUCIE. FL CVZZ 17,017 690 STEPHEN KELLER BUSINESS PHONE nonopagry material and equiver caused by unavailability of the roos SAVE PARTS whicle in case of fire, theft or any oth PRIORIT **∃γεs** 07:54am 06/04/08 07:00pm 6 - NO LADOR BATE APPOINTMENT 85.00 Ves. CELL: ecellemeans shop supplifies or while dispositil (s. 559 cid in fine state (s. 403.710), and a \$1.50 bis to be do 🗱 No ind for much neve or remoundactioned bettery stild in the state (s. 403.7165)) 108 ORIGINAL CUSTOMER ESTIMATE: TOTAL PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I х UNDERSTAND THAT UNDER STATE LAW, I AM COMMENTS : MILAGE IS CORRECT ENTITLED TO A WRITTEN ESTIMATE. IF MY W* 20CVZ02 425 1 FINAL BILL WILL EXCEED \$100. CUSTOMER CLAIMS LOW COOLANT MESSAGE APPEARS I REQUEST A WRITTEN ESTIMATE. SPECIAL ORDER PART/S ☐ I DO NOT REQUEST A WRITTEN ESTIMATE. Zastall 50 Coolant Resido AS LONG AS THE REPAIR COSTS DO NOT BAD LEVEL SENSOR EXCEED \$ ______. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRIT-TEN OR ORAL APPROVAL. I DO NOT REQUEST A WRITTEN ESTIMATE. SIGNED: DATE: MINIMUM CHARGE OF HOUR FLAT RAFE TIME FOR DIAGNOSTIC WORK. TELIMINARY STTINATE EVISÊD ESTIMATE CONTACTED NAME OF PERSON PM D PHONE D PERSON METHOD OF PYMT I ACKNOWLEDGE NOTICE AND OTAL AP ORIGINAL ESTIMATED PRICE CUBT. INITIAL X VAME & PHONE OF \$ND PERSON WHO MAY AUTHORIZE INSURANCE COMPANY PHONE NO. ALL PARTS USED IN THE REPAIR ARE: PAGE 1 OF 1 TECH COPY 323324

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4200 South U.S. 1 • PO Box 13029 • Fort Pierce, Florida 34979 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325



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CUSTOMER NO. 40 C C 0				CELL:	
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LOCIE, FL	<u>1 G 1 Z T 5 1 8</u>			SELLING DEALER NO.	PRODUCTION DATE
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BUSINESS PHONE	COMMENTS			05/02/08	
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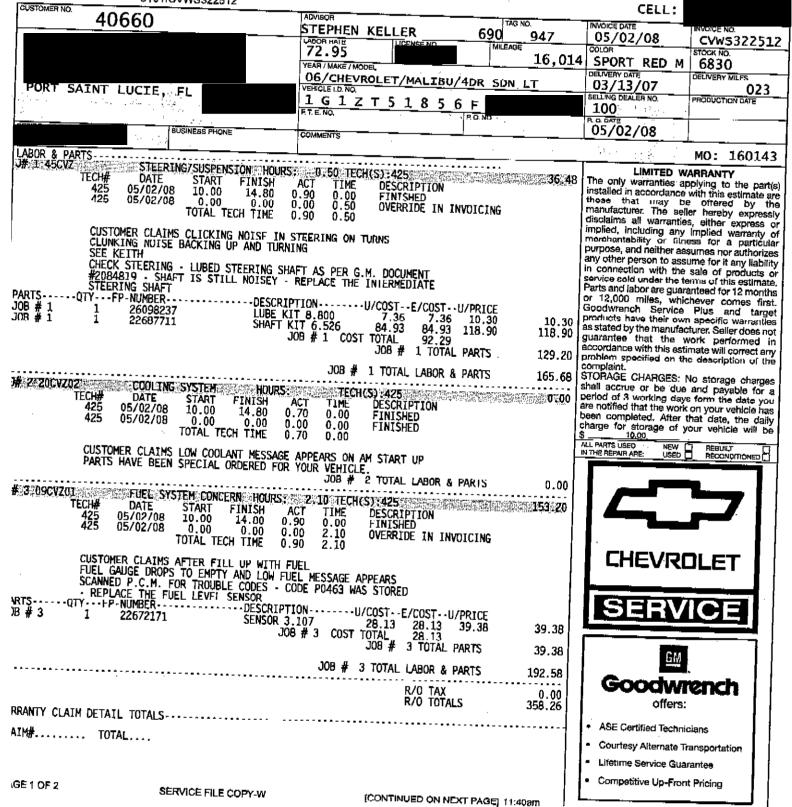




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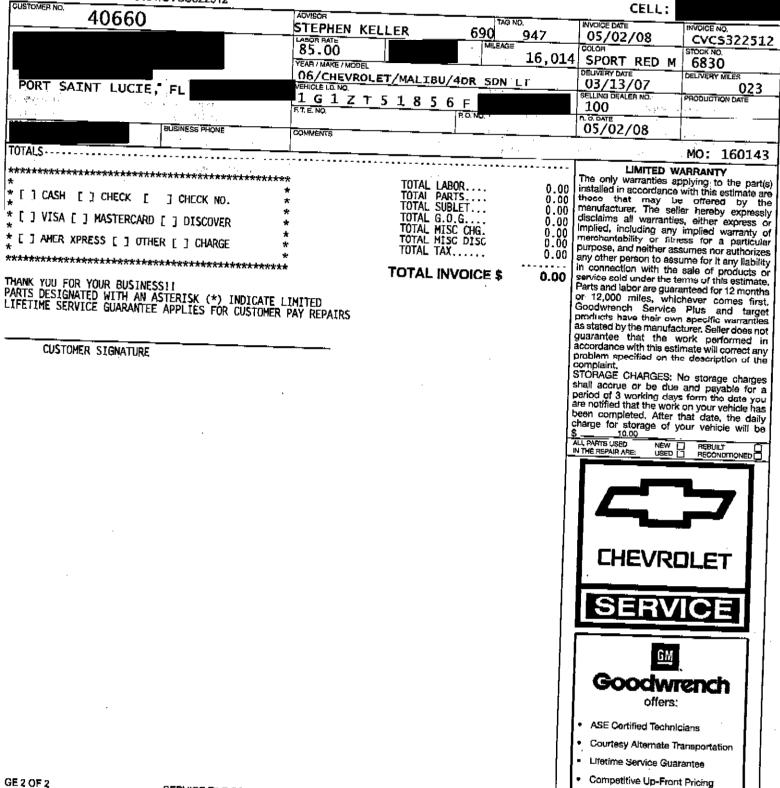
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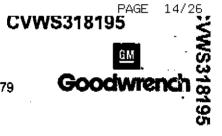




11/14/2008 15:08 7724614856 SHULTZ CHEV PAGE 13/26 7 5:11 WORKHORSE CHEVROLET, INC P.O. Box 13029 • Fort Pierce, Florida 34982-3029
 Stuart 335-2500 Vero Beach 569-0686 4200 South U.S. RECOMMENDED SERVICES Registration No. MV-02325 OPERATION OPERATION DESCRIPTION MO/MI TOTAL OPERATION OPERATION DESCRIPTION MO/MI TOTAL SERVICE HISTORY DATE REPAIR ORDER MILEAGE ADVISOR TECHNICIAN TYPE 12/13/07 OPERATION 318195 OPERATION DESCRIPTION 10451 69Ö 520 520 45CVZ; 01CVZ STEERING/SUSPENSION RECOMENDED MAINT STEERING CONCERN C W 06/01/07 04/23/07 07/03/06 520 312081 45CVZZ1 00CVZ 46CVZ06 3183 690 567 310701 300459 LOF 1533 690 474 567 Ċ TIRE REPAIR <u>999</u> SALESPERSON NO. 243 75CVZPDI NEW VEHICLE PDI BRADLEY D WILKENSON S RV Ε DATE OUT С F STATE REG# MV02325 ۸. 1G12T51856F YEAR/MAKE/MODEL PHODUCTION DATE 06/CHEVROLET/MALIBU/4DR SDN LT STOCK NO. 1. Q. NO 6830 MILEAGE OUT 32251 CUSTOMER NO. SERVICE CONTRACT DELIVERY DATE 40660 <u>CMPP</u> DELIVERY MILES | SELLING DEALER R. O. DATE 03/13/07 023 100 COLOR 05/02/08 BASIS FOR CHARGE CONTRACT NO 03/13/12 75.023 SPORT RED MET/CAS PORT SAINT LUCIE, FL 75,023 947 **TURBO** MILEAGE ADVISOR NO. REBIDENCE BUOME 16,014 STEPHEN KELLER BUSINESS PHONE 690 SAVE PARTS outportion the receipt we which in croc of tim, then or any niker much apyone he done along 600ry maintiel filed agree that you are not fore or damage to which or articles tell ____ YES wh boyons your control or ter any service the vehicle to old generities Of simple, big ways or old provide or datage in parts ablements by the supplier mby primit 09:48am 05/02/08 PRIORIT NO 07:00pm 6 APPOINTMENT CUSTOMER SIGNATURE LABOR DATE C Yes A standard charge for supplies (rags, this, bolis, clear will be 10% of the local labor charge with a \$10.00 maying 85.00 No No JOB will appear on much rapely order when used in the repoly. The envoyed of each charge CELL: Zu spriny zar minomishobout shape subpliers or weste plepeaut. In, 650 bocksty mech new line and by the atmin is 403,718, and in \$1,80 fee to be collected for each new or remainstratived bettern weld in the stain is, 469,7180 -ORIGINAL CUSTOMER ESTIMATE: TOTAL PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I W 45CVZ 425 CUSTOMER CLAIMS CLICKING NOISE IN STEERING ON TURNS UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY CLUNKING NOISE BACKING UP AND TURNING SEE KEITH FINAL BILL WILL EXCEED \$100. Disg & REDUCE STEERING 5 HAVET TRYEO TO LOG FIRST AS PER DOC 10 2084819 🗆 I REQUEST A WRITTEN ESTIMATE. ☐ I DO NOT REQUEST A WRITTEN ESTIMATE But TOO RUSTY SO REPLACE PER KOON S AS LONG AS THE REPAIR COSTS DO NOT W 20CVZ02 EXCEED \$ _____ THE SHOP MAY NOT CUSTOMER CLAIMS LOW COOLANT MESSAGE APPEARS ON AM START UP EXCEED THIS AMOUNT WITHOUT MY WRIT-Parts on OLDER TEN OR ORAL APPROVAL. OUERFLOW TANK. I DO NOT REQUEST A WRITTEN ESTIMATE. W 09CVZ01 92 201 FUEL SYSTEM CONCERN 21197 SIGNED: __ DATE: MINIMUM CHARGE OF HOUR FLAT BATE TIME FOR DIAGNOSTIC WORK. FUEL GAUGE DROPS TO EMPTY AND LOW FUEL MESSAGE APPEARS PREI MINARY COTINAT Ding CODE -------- KO463 EVISED ERTIMATE CONTACTED REPLACE FUEL GEVEL Severe NAME OF PERSON AM D PHONE D REBSON ACKNOWLEDGE NOTICE AND DRAL APP OVAL OF AN INCREASE IN THE METHOD OF PYMT CUST INSTAL X AME & PHONE OF END PERSON WHO MAY AUTHORIZE REPAIRS NEURANCE COMPANY CONTRACTOR AGE 1 OF 1 ALL PARTS USED IN THE REPAIR ARE: NÉW 🚺 USED 🗍 REBUILT 🗌 RECONDITIONED 🗖 TECH COPY 322512



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	CHEVROLET, INC.
4200 South U.S. 1	 PO Box 13029 Fort Pierce, Florida 3497 Phone 461-4800
Stuart	335-2500 Vero Beach 569-0686 Registration No. MV-02325



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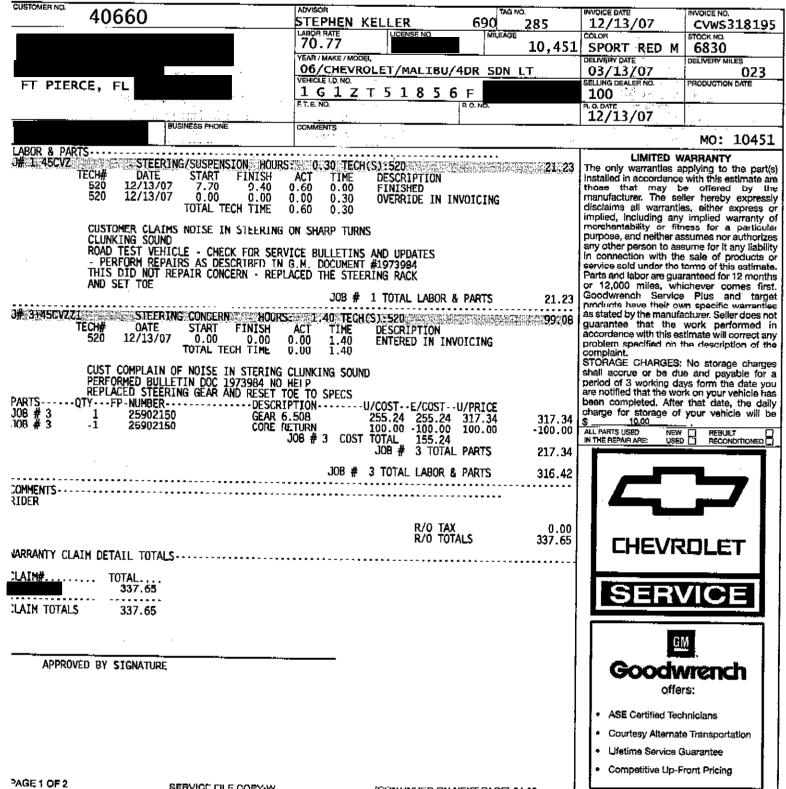


CHEVROLET, INC.



4200 South U.S. 1 · PO Box 13029 · Fort Pierce, Florida 34979 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325

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SHULTZ CHEV PAGE 16/26 11/14/2008 15:08 7724614856 7/19 11 AV WORKHOR CHEVROLET, INC. 4200 South U.S. 1 • P.O. Bex 13029 • Fort Pierce, Florida 34982-3029 Phone 461-4800 Stuart 336-2500 Vero Beach 569-0686 Goodwi Registration No. MV-02325 RECOMMENDED SERVICES OPERATION **OPERATION DESCRIPTION** MØ/MI ΤΟΤΑΙ OPERATION **OPERATION DESCRIPTION** MO/M τοται SERVICE HISTORY DATE REPAIR ORDER MILEAGE ADVISOR TECHNICIAN 06/01/07 04/23/07 07/03/06 TYPE OPERATION 312081 310701 **OPERATION DESCRIPTION** 3183 690 00077 69ŏ 46CVZ06 75CVZPDI 567 Ċ 300459 TIRE REPAIR 474 999. ... ī NEW VEHICLE PD 10.00 SALESPERSON NO. 243 BRADLEY WILKENSON S ER ν C STATE REG# MV02325 DATE OUT ŤĠŤŽŤ51856F 06/CHEVROLET/MALIBU/4DR SDN LT RODUCTION DATE 6830 X62555 818195 MILEAGE OUT DELIVERY MILES SELLING DEALER NO. 03713707 12713767 SPORT RED MET/CAS CONTRACT NO. BASIS FOR 53713712 75,023 283 CHARGE FT PIERCE, FL ТОЯВО **៍៍ (៦**,451 සී්තීබ් STEPHEN KELLER BUSINESS PHONE SAVE PARTS h the necessary maintial and opera that you are not detays caused by prevailability of pairs that you are detays in a FOR CUST vahicle or orrigion tall in TYES のたまで設計 ME7757099 6 ina and/er.inspection front i oride Status 713.585 f.ion Law 07:00pm ĴΝÒ. LABOR BATE 85.00 CUSTOMER SIGNATURE nt charge for supplies (kegs, rule, bolls, cle 15 of the total phot charge with a \$10.00 max will expense on each (epter order **D** 197 cue shop mappings of weste disposal. (s. 559.904(4)) à state (s. 409.716), ond e \$1.50 km to be collected for JOB to ballinty word in the state (a. 403.71.05). ORIGINAL CUSTOMER ESTIMATE: UIA PLEASE READ CAREFULLY, CHECK ONE OF х THE STATEMENTS BELOW, AND SIGN: I COMMENTS : RIDER UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY W 45CVZ 1 CUSTOMER CLAIMS NOISE IN STEERING ON SHARP TURNS FINAL BILL WILL EXCEED \$100. CLUNKING SOUND I REQUEST A WRITTEN ESTIMATE. 500 Rond test, Date walk here sino PREForm Document 1973984 - Luche 1Ntown ShurFI + Reposition # Shaft I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$ _____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRIT-RECOMENDED MAINT 1 OIL AWSA CHANGED ELSEWHER DID NOT RESET 1997 - T TEN OR ORAL APPROVAL. OIL LIFE INDEX PLEASE RESET 🗌 I DO NOT REQUEST A WRITTEN ESTIMATE. \mathcal{V} ۸. Reset vil LiFr SIGNED: DATE: MINIMUM CHARGE OF HOUR FLAT BATE TIME FOR DIAGNOSTIC WORK. Reach Replace Steening Rusch Reset The in EVISED CSTIMATE DATE CONTACTED NAME OF PERSON PM D PHONE D PERSON ACKNOWLEDGE NOTICE AND ORAL OF AN INCORAGE IN THE METHOD OF FYMT CUST. INITIAL X AME & PHONE OF 2ND PERSON WHO MAY AUTHORIZE REPAIR NGURANCE COMPANY PHONE NO. AGE 1 OF 1 ALL PARTS USED TECH COPY 318195

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4200 South U.S. 1 • PO Box 13029 • Fort Pierce, Florida 34979 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325



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		••••••••••			STORAGE CHARGES: shall accrue or be du	No storage charges e and payable for a
* ************************************	*****		TOTAL LABOR	0.00	period of 3 working da	va form the date you l
* [] CASH [] CHECK [] CHECK NO.	*		TOTAL PARTS	0.00	Deen completed. After	that date the daily
* [] VISA [] MASTERCARD [] DISCOVER	*		TOTAL G.O.G.		charge for storage of \$	your vehicle will be
a	*		TOTAL MISC CH TOTAL MISC DI	IG. 0.00 ISC 0.00	ALL PARTS USED NEW	
* [] AMER XPRESS [] OTHER [] CHARGE	*		TOTAL TAX	. 0.00		
***************************************	*******		TOTAL INVOI	CE\$ 0.00		
THANK YOU FOR YOUR BUSINESS!! PARTS DESIGNATED WITH AN ASTERISK (*) I LIFETIME SERVICE GUARANTEE APPLIES FOR	NDICATE LIMIT CUSTOMER PAY	ED REPAIRS				7
CUSTOMER SIGNATURE						
					SER	/ICE
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					 ASE Certified Tech Courtesy Alternate Lifetime Service C Competitive Up-Fi 	Transportation
PAGE 1 OF 1 SERVICE FILI	ECOPY		END OF INVO	DICE] 02:05pm		AINTINVE \$F627680 Q (02/05)

PAGE 18/26

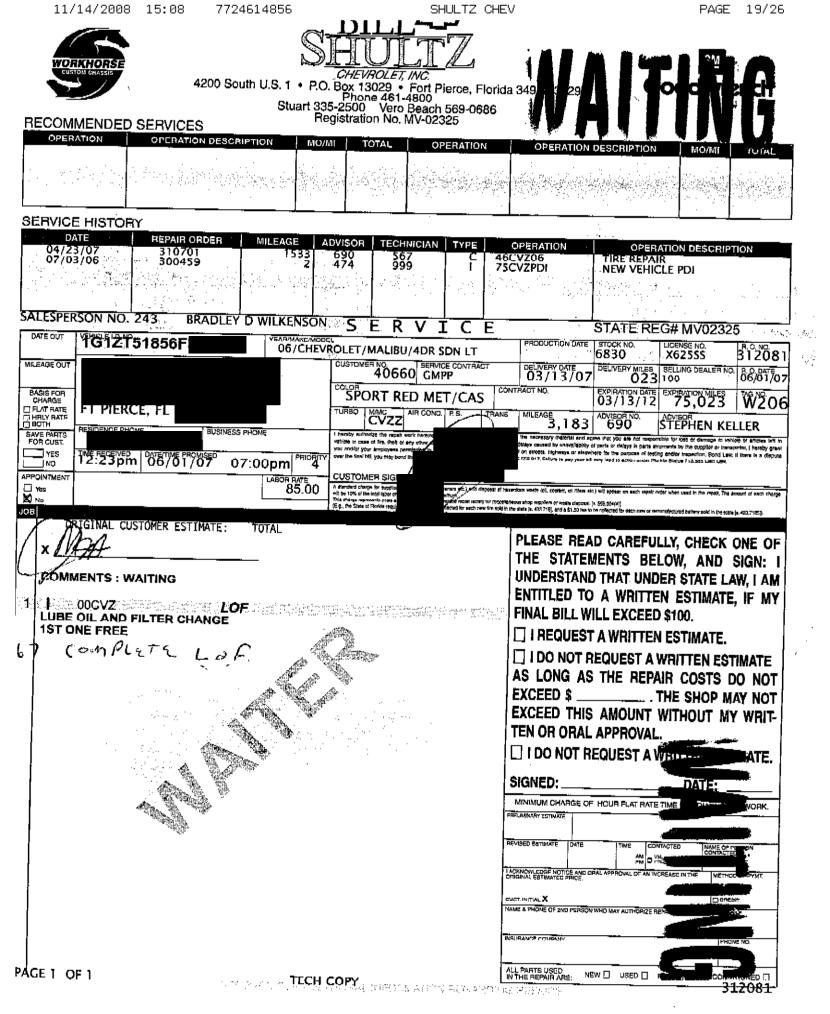






4200 South U.S. 1 • PO Box 13029 • Fort Pierce, Florida 34979 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325

CUSTOMER NO.	10660			ADVISOR			TAG NO	λ.	INVOICE DATE	INVOICE NO.
	<u>40660</u>			STEPHEN				w206	06/05/07	CVIS312081
				55.50		ŚE NO.	MILEAGE	3,183	SPORT RED M	5TOCK NO. 6830
			. i			ALIBU/40	DR SDN L	т.	DELIVERY DATE 03/13/07	
FT PIERO	E, FL		. N. 4	VÉHICLE I.D. NO. 1 G 1 2	<u>z </u>	856	F		SELLING DEALER NO.	PRODUCTION DATE
BEODENOS A. (A.)				7.7.C.NO.			Q, NQ;		06/01/07	
_		USINESS PHONE	- M	COMMENTS			· .			MO: 3183
LABOR & PART 3#_1-00CVZ	S LUBE OIL AND F IST ONC FREE RECOMENDED MAI CHANGE OIL AND	ILTER CHANGE		SIS	CH(S):567	și de Berna Constanță.			The only warranties a installed in accordance those that may t manufacturer. The se disclaims all warranti Implied, Including any merchantability or fit	with this estimate are be offered by the lifer hereby expressly es, either express or / implied warranty of neces for a particular
PARTSQ	TY FP - NUMBER-		ESCRIP	TION		·····UNIT F			purpose, and neither a any other person to as	sume for it any liability
JOB # 1 JOB # 1 JOB # 1	1 РК47D 5 ОІL	N N	IL CHA	NGE			**** 1.75	**** 8.75	in connection with the	e sale of products or terms of this settimate
JOB # 1	I 124901	.47 F	ILTER	1.836	JOB #	1 TOTAL F	2.50	2.50 11.25	Parts and labor are gua or 12,000 miles, wh	ranteed for 12 months ichever comes first.
				J08	# 1 TOTAI	LABOR & F	PARTS	20.05	Goodwrench Service products have their ov as stated by the manufi	acturer. Seller does not
COMMENTS WAITING									guarantee that the accordance with this ex problem specified on	timate will correct any
TOTALS									complaint. STORAGE CHARGES	No storage charges
CONTROL#	ACCOUNT N 65L	UMBER AMOUNT. 20.0			י ד ד ד	TOTAL LABOR TOTAL PARTS TOTAL SUBLE TOTAL G.O.G TOTAL MISC TOTAL MISC	CHG. DISC	8.80 11.25 0.00 0.00 0.00 0.00 0.00	shall accrue or be du period of 3 working du are notified that the wo been completed. Afte charge for storage of \$	ays form the date you rk on your vehicle has r that date, the daily
APPROV	D BY SIGNATURE				то	TAL INVO	DICE \$	20.05		ק
									CHEVF	ROLET
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									- ASE Certified Tec	thnicians
									Courtesy Alterna	te Transportation
									Lifetime Service	Guarantee
PAGE 1 OF 1									 Competitive Up-i 	Front Pricing
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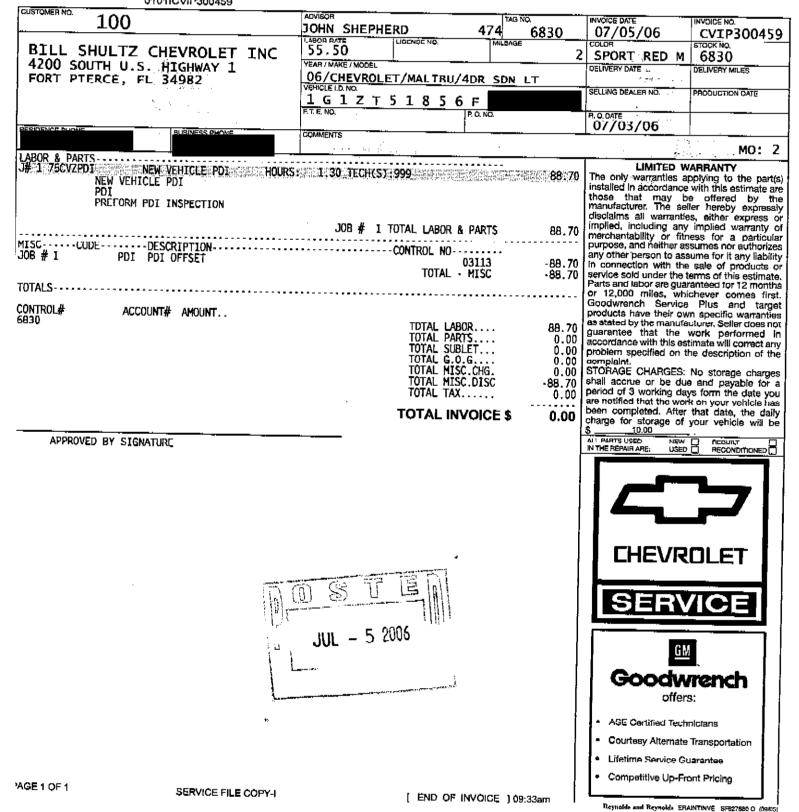






4200 South U.S. 1 • PO Box 13029 • Fort Pierce, Florida 34979 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325





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CUST		4200 S	outh U.S. 1 + P.C	CHEVROLET, INC. D. Box 13029 • Fort Pierce	Elorida 34982-3029	G	oodwre	nch.
				1'hone 461-4800		-		\ \
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MILEAGE OUT			ROLET INC	CUSTOMER NO. 100		DELIVERY MILES	SELLING DEALER NO.	
BABIS FOD	_4200 SOU	ITH U.S. HIGH	I YAW	SPORT RED MET/C		EXPIRATION DATE	EXPIRATION MILES	16830
BASIS FOR CHARGE CHARGE FLAT RATE HRLY RATE		RCE, FL 3498	2	TURBO MMC AIR COND. P.S.		ADVISOR NO.	ADVISOR	
SAVE PARTS	RESIDENCE PHONE	BUBIN	ESS PHONE	I hereby automa the repair work bereinphor so forth	10 De dono along with the nacestary metorial and	00000 litel you an ant manage	JOHN SHEPH	and the second second second
				which in case of fire, their or any other cause beyond you and/or your employees permittated to operate the TTY? Were the licent bill, your may bend the amount with your tee	yntr oontrol er for any delays chuned by innywrighti ynhigie harolg dootribed an straata, highwrys ar ala wraing al enwrin nar 570,650,012. Callura to chu eiwr	ity of parts of delays in parts and webers for the purpose of testi-	ipments by the supplier or (rans) by 466/61 inépaction. Dand Law: 19/8 Slavor 7 (3.300 Lien Law.	orter. I fieraby grant If them is a dispute
	05.25pm	07/03/00	06:00pm	CUSTOMER SIGNATURE				
□ ¥95 X0 №			74.00	A standard charge for supplies (high, mile; bolk, gifaners are will be 10% of the total labor charge with a \$10.00 meximum.				mount of each charge
JE No				I have one of the second and profits to the the optimizer of the second second in the second second in the second seco	Off facility for minical amount along suppliers or words rispo- tered by the line and the state in ADD 7400, and a D4 50 for	78 ¹ , (8, 559,004(4))		
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GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGMENT
CUSTOMER NAME:
VIN: $4 - 1 + 1 + 1 + 3 + 5 + 6 + F + F + F + F + F + F + F + F + F$
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) \underline{xx} to the down payment of this vehicle, (b) \underline{xx} 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) \underline{x} a check be issued in my name by Dealer named below:
Incentive Program Reference Amount GM Incentive Code CSE 1000.00 00 00 NA NA 000 00
Total Incentive Amount Acceived 00,00 \$
a. I elect to receive <u>REBATE</u>
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 deliveryogn 13/07/ I acknowledge receipt of incentive(s) as described in Item and release GM Division from any future claim or obligation for incentive(s) on this unit.
Is vehicle equipped with OnStar?Yes XXNo 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 1.888.4OnStar (1.888.466.7827) or TTY 1.877.248.2080 and request that my Services be cancelled.
Purchaser/Lessee Signature: Date: 13-9/7
The undersigned person, as Dealer representative, certifies that the information on this application is true and correct, and the acentive(s) described in Item and the Onstar Terms and Conditions have been provided to the said purchaser/lessee who has taken delivery of referenced unit through this dealership, and that properly completed accurate delivery data has been provided to General Motors or Saab Cars USA.
Authorized Dealer Signature: Date: 13 07 / Dealership Name: Dealer SHULTZ CHEVROLTT, INC. Dealer Sedei8

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.

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SHULTZ CHEV

		FORT P Telephor	#1 — P.O. Box 13 #ERCE, FL 34975 te 772 — 461-4800 -0686 — Stuart 3	3029 9 0	DEAL#: 3797 Date: 03/13/	2 241 2 07
CUST#: SOLD		FL 3			stock #:6330 esman #1: esman #2:	Y D WILKENSC
YEAR 2006		SERIAL #	161275185	6F	Vehicle	20490.00
MAKE CHEVROLET		KEY #'s	61604 / 6	1604	Sale Price Service	1365.00
MODEL MALIBU	, 	MILEAGE	23		Contract (A) State of Fla.	1.50
BODY 40R				11 - 11 - 11 - 11 - 11 - 11 - 11 - 11	Battery Fee State of Fla.	5.00
Described Vehicle Sold As	s: New 🖄 U:	sed 🗆 Nev	v Demo 🗆		ADMIN FEE	339.00
(A) Service Contract with:					-	22260.50
(B) Life & Disability Ins. w	/ith:			•m • • • • • •	Total Price	4600.00
(C) Physical Damg. Ins. w				175 WWW.	Allowance	17660.50
					Taxable Amt. State of Fla.	1059.63
					<u>Sales Tax</u> Trade(s)	6956.03
					Trade(a) Rayoffe CNTY TX	
					Vehicle	31.83 25707.99
					Balance Duo	88.20
					Doc. Stamps To Life Ins. Co. (B) To Disability Ins. Co. (B) To Physical (C) Damg. Ins. Co.	
						400.00
					Total Balance Dye	25196.19
					Method of	Settlement
Finance CoNUVELL CREDI	T COMPANY LLC	# Pymts	72	Pymt. 559.41		· · · · · · · · · · · · · · · · · · ·
Trade #1		 de #2	····		Balance to	25102 50
Year 2003	Year		Year	Trade #3	5.5 Balance to Finance	25107.89
Make KIA	Make		Make		Ο 5up	25107.99
Model SPECTRA	Model		Make		Total Doc.	
Body 4DR	Body		Body		E Stamps Factory Allowance	88.20
Ser. # KNAFB121435	Ser. #		Ser. #	<u> </u>	흉 Allowance	1090.00
Mileage 50705	Mileage	<u>.</u>	Mileage	- 100 K.B.M.	Total	26196.13
					Settlement	

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SHULTZ CHEV

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RETAIL INSTALMENT SALE CONTRACT

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GMAC FLEXIBLE FINANCE PLAN

Dealer N		r		
Buyer (and Co-Buyer) - Name and address (include county and	d zip code) Creditor (Seller name	and address)		
Monthed bitts of registered owner COLLS	지 않지 귀 한 것은 것이는 것	8111 SHULIZ CHEVROLET, INC. ALDO SOUTH US MI FORT PIERCE () 34982		
You, the Buyer (and Co-Buyer, if any), may buy the vehicle descri- under the agreements on the front and back of this contract. Yo payment schedule shown below. We will figure the Finance Charge	bed below for cash or on credit. By sign ou agree to pay us, the Creditor, the A e on a daily basis.			
New or Used Year Weight (ibs.) Make and Model	Vehicle Identification No.	Primary Use for Which Purchased		
HEW 2005 3201 CHEVROLET	S171516400	personal, family, or household agricultural		
Your trade-in is a: Year Make	Model			
FEDERAL TRUTH-IN-LENDING DISCLO	DSURES	Insurance. You may buy the physical damage		
PERCENTAGE CHARGE Financed The RATE The dollar The amount of will ha The cost of your amount the credit provided to you have credit as a yearly credit will cost you or on your pay rate. you, behalf. sc	of Payments amount you ave paid after ave made all ments as Total Sale Price The total cost of your purchase on credit, including your downpayment of S 0.00000000000000000000000000000000000	insurance this contract requires (see back) from anyone you choose who is acceptable to us. Your choice of insurance providers will not affect our decision to sell or extend credit to you. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Your Payment Schedule Will Be:		If any insurance is checked below, policies or certificates from the named insurance companies will		
Number Amount When Payment of Payments Are Due		describe the terms and conditions.		
S Monthly beginning	Follows	Check the insurance you want and sign below:		
22 1 <u>589.41</u> Wonny beginning 04/20/2	2007	Optional Credit Insurance.		
Late Charge. If a payment is not received in full within 10 days charge of 5% of the part of the payment that is late.	s after it is due, you will pay a late	□ Credit Life: □ Buyer □ Co-Buyer □ Both Term		
Propayment. If you pay off all your debt early, you will not have t	o pay a penalty.	Credit Disability (Buyer Only)		
Security Interest. You are giving a security interest in the vehicle Additional Information: See this contract for more inform nonpayment, default, any required repayment in full before the sch ITEMIZATION OF AMOUNT FINANCED	ation Sector to a sector of the sector of th	Term Premlum: Credit Life \$ Credit Disability \$ 		
1 Cash price (including any accessories, services, and taxes)		(Home Office Address)		
2 Total downpayment = (If negative enter "0" and see line 4l bel	5 (1)	Credit life insurance and credit disability insurance		
Gross trade-in \$ 280/2 00 - payoff by seller \$		are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit		
= net trade-in \$		disability insurance will not be a factor in the credit approval process. They will not be provided unless		
<u>+ other (describe)</u> <u>- standard (1 minus 2)</u> <u>standard</u>		you sign and agree to pay the extra cost. Credit life insurance pays only the amount you would owe if		
4. Other charges including amounts paid to others on your behalf /		you paid all your payments on time. Credit disability insurance does not cover any increase in your		
 keep part of these amounts.): A Cost of optional credit insurance paid to the insurance company or companies 		payment or in the number of payments.		
Life\$	and the second	If the box above is checked to indicate that you		
Disability \$ 14 / A \$ B Other insurance paid to the insurance company \$ \$		want credit life insurance, please read and sign the following acknowledgements:		
C Official fees paid to government agencies (describe)		1. You understand that you have the option of assigning any other policy or policies you own or may produre for the purpose of covering this credit and that you do not have to purchase this credit life insurance policy in order to obtain the credit.		
D Government license and/or registration fees		X Buyer Signature Date X		
(describe)	11	Co-Buyer Signature Date		

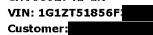
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Repurchase Decision (Owned Vehicle)



Submitted Date: 01/28/09 CHV0852741-1R



Hearing Date: 01/23/09

Arbitrator: William J. Wadsworth

Question 1

Vehicle (Year, Make, Model): 2006 MALIBU

Question 2

For the following amounts, the manufacturer shall repurchase the above ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision:

- a The actual price paid for the vehicle \$19,490.00 (\$20,490.00 - \$1,000.00 Rebate)
- b Reasonable use deduction, if any (explained in the Reasons for Decision) \$3,948.84
- c Deduction based on vehicle damage not attributable to normal use, if any n/a
- d Deduction based on negative equity, if any n/a
- e SUBTOTAL \$15,541.16

Question 3

Other eligible amounts:

- a Description/Amount Dealer service fee (\$399.00), FL tire & batt fees (\$6.50), Sales tax (\$1,002.73), Extended Service Contract (\$1,365.00),
- **b** Description/Amount GMAC GAP (\$400.00), Tax on other benefits (\$88.73)
- c TOTAL AMOUNT (2e + 3a + 3b)

\$18,803.12 (Earned finance charges are to be determined and added)

At the time of the repurchase, the customer will be responsible for turning over the vehicle and providing clear title to the manufacturer. Vehicle shall be in a similar condition as it was at the time of the hearing, allowing for normal usage

Customer must also comply with all additional requirements in the section of the applicable manufacturer *Program Summary* that sets out customer responsibilities if a repurchase is awarded.

If there is a lienholder, payment of the amount set out above shall be made by the manufacturer to the customer and lienholder as their respective interests appear on the records of ownership. The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.

CASE: CHV0852741-1R Arbitrator: William J. Wadsworth Customer:

Date: 01/28/09

Lemon Law Reasons for Decision



Submitted Date: 01/28/09 CHV0852741-1R VIN: 1G1ZT51856F

Customer: **Customer: 1999 Customer: Customer**

- 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 1-Steering, suspension noise repeated after servicing.
- 2 2-cooling system message.
- 3 After fueling, fuel guage drops to empty.
- 4 low coolant message appears.
- 5 Car would not start with key, but would start by using the remote starting feature.
- 6 Car darts while driving.
- 7 Intermittant AC recirculation button does not work.
- 8 Steering now locking up.
- 9 No data entered by arbitrator
- b Exists Now? (Please Explain)
- 1 Yes, according to the customer and verified during the test drive. When the vehicle was driven over speed bumps and rough road conditions a secondary clunk and rattle like rumble was felt primarily in the suspension but in the steering as well.
- 2 2-No according to the customer and verified on warranty RO #CVCS323324
- 3 No according to the customer, and verified by Warrantee RO CVCS322512.
- 4 NO according to the customer and verified by WRO CVCS 322512.
- 5 No according to the customer and could not be duplicated by the mfg..
- 6 No according to the customer. No warranty repair records provided.
- 7 Yes. However, the MFG's rep. faxed a page out of the owners manual addressing this concern and showing how to program and AC buttons to operate as the customer desires. The customer could bring the vehicle to the MFG and have the buttons programed.
- 8 Yes according to the customer. There are no Warranty repair records for this concern and during the test drive the steering gave no indication of locking up or in any way indicating a stiffness or tendancy to lock.
- 9 No data entered by arbitrator

c Number of Repair Attempts

- 1 There have been 5 repair attempts including the final repair attempts.
- 2 1
- 31

- 4 1
- 5 1
- 6 None
- 7 NONE
- 8 NONE
- 9 No data entered by arbitrator
- d Number of Days Out of Service:
- 1 5
- 2 1
- 31
- 4 1
- 51
- 6 None
- 7 NONE
- 8 NONE
- 9 No data entered by arbitrator

- 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 only remaining concerns according to the customer and listed on the agreement to arbitrate are numbers 1,7&8. Number one, steering and suspension, is a result of a defect in materials and or workmanship as verified by the 5 repair attempts covered under the new vehicle warranty. Number 7, the intermittent AC recirculation button, can be reprogrammed according the the MFG either by the customer or at the MFG's dealership. When reprogrammed, this concern should be solved. Number 8, steering lock up has never been brought to the MFG's attention and there are no repair attempts nor was that concern duplicated during the test drive.

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.

The steering and suspension concerns is a substantial impairment of the use, value and to a lesser degree the safety of the vehicle. I base this opinion on the five repair attempts and the test drive that verified the suspension noises and the effect those noises have on the use and operation of the vehicle. During the test drive the arbitrator drove this veh.. in such a way as to verify the customers on going complaint. Over speed bumps, rough road conditions. However, not at excessive speeds or abnormal driving.

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?

6

b Has the standard for a reasonable number of repair attempts under this state's lemon law been met? (Yes or No)

Yes

c Please explain how you reached this conclusion.

There have been four repair attempts plus the final repair attempt. The vehicle still is showing the same suspension noises as verified during the test drive.

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.

Yes, the consumer is eligible, the veh. is eligible and all applicable time frames have been met. There have been a reasonable number of repair attempts, [FOUR plus a final attempt] and the nonconformity, [steering and suspension noises], still exists.

Question 4

State your decision (i.e. Repurchase, Replacement, Interim Repair, Denial) and explain why it is appropriate.

Repurchase. I believe that the suspension and steering concerns still exist. That this concern is a nonconformity effecting the use, value and safety of the vehicle. The repurchase decision is appropriate because of the number of repair attempts and the concern still exists.

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.
 Mileage on date of hearing [24,313], divided by 120,000, times the purchase price [\$19,490.00] = the use deduction of \$3,948.84.

Purchase price = \$20,490.00 - \$1,000.00 Rebate

- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage. NONE
- 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

Materials/Documents Submitted by Customer
 Official Kelly Ratings and reviews for 2006 MAILBU
 * Warranty repair records

*

b Materials/Documents Submitted by Manufacturer

* Faxed copy of AC control buttons programming method from owners manual.

Question 7

Please identify the mileage on the vehicle at the time of the hearing/inspection: 24,313

CASE: CHV0852741-1R Arbitrator: William J. Wadsworth

Customer:

Date: 01/28/09

•

11/14/2008 15:00	7724614856		SHULTZ CHEV	1	PAGE 22/26
GM CUSTO	MER INCH	ENTIVE ANI	ONSTAR A	ACKNOWLEDG	MENT
	$ \sim $	(excludes		V e	
CUSTOMER NAME:	MELANIE .	JARCENTALES			
VIN: / /	<u>z t/ 5</u>	1/8/5/5/	₣∕		
1. Customer Incentive					
I assign the total amount incentive(s) be applied: (Bill of Sale indicates pre- issued in my name by Do	a) <u>-XX</u> to the c	own payment of the amount of incent	is vehicle (h)	where revealed his to 1	
	ive Program R		Amount	<u>GM Incentiv</u>	<u>¢ Code</u>
<u>68</u>		1000	Se cse		
			ν <i>γ</i> Α		
			₩ <u>₽</u>		
1	Т	otal Incentive Amo	int Keceived)00.(00 \$)	
 Other Program Selection financing/leasing, etc) a. I elect to receive_ in licu of 	REBATE				ple, Division supported
b. I elect to receive					
- CUSTOMER AN	D DEALER A	CKNOWLEDGM	ENT FOR INCEN	TIVES AND ONSTAR	SEDUCE
a. Vehicle Incentive identification num for personal/busin	Acknowledgme iber, which was ness use and no and releas	ent. 1 am the <u>ultim</u> sold/leased to me of resale and I took se GM Division from	ate_retail_purchase by the Dealer, nar deliver:000 1.3/0 n any future claim	<u>er or lessee</u> of the vehicle ned below. This vehicle <u>17</u> . I acknowledge rec or obligation for incenti	le bearing this vehicle was purchased/leased
which the OnSta	d Conditions Ac r service in m	quipped with OnSt <u>knowledgment</u> ty vehicle is provi contacting OnStar s	I acknowledge that ided (conies are	I have received the Term, available in the vehicle	s and Conditions under glovebox, from the
I understand the in my vehicle or Services be cano	r call 1.888.4	ancel the OnStar OnStar (1.888.4	service in my ve 66.7827) or Ti	hicle, I must press the Y 1.877.248.2080 a	blue OnStar button ad request that my
Purchaser/Lessee S	Signature		-	Dagg:	13-07 /
The undersigned person, as De incentive(s) described in item . has taken delivery of reference forwarded to General Motors o	and the O and unit through	nstar Terms and C h this dealership,	onditions have be	en provided to the said o	urchasor /leesee mho
Authorized Dealer Sign	ature:	2		D -+ /	
Dealership Name:		SHULTZ CHEVRON		Ugreij <u>3_07</u> Dealer Gøde	
Dealer Note: This is a required	document and	It must be comple		retained in EVERY DE	AL FILR for a set off

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.

Revised 8/02/2007

Privileged and Confidential Information

CASE ASSESSMENT

By: Mario Resendez State: FL

Customer Name:

Service Request: 71-679590782

Vehicle is: New

BBB Case No.: CHV0852741-1R

BAC Code:

114744

Vehicle ID No.: 1G1ZT51856F

Lien holder: GMAC

DVM Name: Cook Carl

Year, Make & Model: 2006 Chevrolet Malibu

Mileage at Time of BBB Filing 20,000

Phone/Cell Number: 561-254-8398

In Service Date: 3/13/2007

Other \boxtimes : {Name}

Vehicle Purchased Used on: N/A at odometer N/A

Sale Type: Purchase 🛛 Lease Other : {Type} CAM Name: Wes Preece Phone Number: 678-240-9832

VEHICLE REPAIR HISTORY

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

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

□ <u>Steerii</u>	ng noise	<u>)</u>		
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
FRA 12/08/08	327992	1	21,212	FRA Noise in Steering/Suspension
				Vehicle was road tested by GM Area Service Manager for 13 miles. No problem of any sort was observed on road test relating to steering or suspension noise also overall operating performance with steering and suspension was ok.
				NOTE: Front tires show wear on out side edge needs rotation as routine maintenanca at 5,000-7,000 mile intervals.
10/13/08	326507	1	20,753	Customer states till has clicking noise in front end on turns especially left rurns
				DLR replaced the steering intermediate shaft.
08/28/08	325443	1	19,839	Customer states clicking noise in steering wheel when turning
				DLR verified concer-replaced left and right upper strut mounts
05/02/08	322512	1	16,014	Customer states clicking noise in steering on turns, clunking noise backing up and turning see keith.

				Checked steering - lubed steering shaft as per GM doc #2084819, shaft is still noisy replaced the intermediate steering shaft.
12/13/07	318195	1	10,451	Customer claims noise in steering on sharp turns clunking noise.
				Road tested vehicle - check for service bulletins and updates - performed repairs as described in GM doc #1973984. This did not repair concern - replaced the steering rack and set toe.
				Customer compain of noise in steernig lcunking sound
				Performed bulletin do 1973984 no help. Replaced steering gear and reset toe to Specs.

Suspension noise

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
08/2808	325443	*	19839	Customer states knocking noise in frotn end when going straight or turning
				DLR verified concern lubed intermediate shaft

Cooling System issues/Low Coolant message

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
06/04/08	323324	1	17,017	customer claims low coolant message appears
				DLR special ordered parts coolant lever sensor bad replaced the coolant reservoir with sensor.
05/02/08	322512	*	16,014	Customer claims low coolant message appears on morning start up. Parts have SOP.

Evel gauge inop

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
05/02/08	322512	*	16,014	Customer claims after fill up with fuel. Fuel gauge drops to empty and low fuel message appears
				DLR scanned P.C.M. for trouble codes. code P0463 was stored and replaced the fuel level sensor

□ <u>No start with key issue</u>

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
08/28/08	325443	*	19,839	Customer states intermittent when (GM key turned, just clicks wont start but auto start work ok every time.
				DLR was not able to duplicate customer concern at this time. Checked for trouble codes none were stored.

Car darts while driving/hesitation

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

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

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

Has the vehicle ever been involved in a accident N Did you confirm your answer with the customer Y What type of damage was sustained (example front end collision)

Are the RO's attached if the vehicle was in an accident N/A

<u>Are there any Aftermarket Modifications to the Vehicle N</u> <u>Have you confirm this with the customer Y</u> <u>List: N/A</u>

Other

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10/13/08	326507	*	20,753	Customer states front end pull

Replaced right outer tie rod and set toe.

What is the customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement: All Remedies

Lemon Law Repurchase/Replacement: All Remedies

GM Program Summary Repairs/Reimbursement for past repairs: All Remedies

THE STATE LEMON LAW READS:

Days out of service: out of service for 30 days plus an opportunity for a final repair attempt

Repairs three times plus a final attempt after receiving consumer's notice Time period 24 months from original delivery plus 60 days / not specified Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs not specified Safety-related time period not specified / not specified

Number of repair attempts in the presumption period:	5
Total days out of service during the presumption period:	6
Total days out of service during customer's ownership:	6

Vehicle Meets Presumption of Lemon Law YES

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: Legal SR (71-671839146) Date & Offer/Result: No GW offered

Concern: FRA SR (71-683800265) Date & Offer/Result: No GW offered

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

RECOMMENDATION AND RATIONALE

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

Cust sks: Straight Repurchase

DVM sts: he will not be able to attend to the hearing to defend it. DVM stated in message that case can be defended based on final repair attempt. DVM states that there is no current problem with vehicle and that that should be GM position in defending the case. DVM also stated that the owner could not show the service manager any problem while on the road test prior to the road test he made. DVM stated that no problem was duplicated as documented in the FRA.

SVM sts: FRA has been completed and that the DVM Mr. Cook test drove the vehicle for about 13 miles and was not able to to find anything wrong with the vehicle

CRS Rationale: Vehicle seems to meet presumption of the LL. Based on repair history regarding suspension and clunk noise, CRS suggests to offer a trade/straight repurchase to settle case. CRS will escalate request to DVM for approval on offering

DVM is not authorizing to offer the customer a trade or a straight repurchase. CRS will now escalate case to TL for proper CAM escalation

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law Vehicle seems to meet presumption of the LL by Repairs

4 out of 5 visits has the vehicle undergone some sort of repair or adjustement

FRA has been completed

Decision reached by CRS: Arbiti

Arbitrate case:

Settle case: X

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

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



GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

11/14/08

BILL SHULTZ CHEVROLET, INC. 4200 S US 1 FORT PIERCE FL 34982-6904

Re:

Siebel Request: 2006 Chevrolet Malibu VIN # 1G1ZT51856F

Dear Mr. John Sheperd & Sales Manager:

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

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

- All sales, purchase and finance agreements, including a conversion invoice (if applicable)
- The incentives acknowledgement form
- The Actual Cash Value statement of any trade
- 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,

Mario Resendez BRC Customer Relationship Specialist Ph# 866-790-5600 ext.41300 FAX# 866-597-4481

PAGE 01 PAGE 01



ACCEPTANCE OR REJECTION OF DECISION

Date:	01/28/09
Customer:	
Business:	Chevrolet
Mfr-Info:	1716 FL 1G1ZT51856F

Case Number: CHV0852741-1R State: FL

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within14days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703,247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following,

I ACCEPT THE ARBITRATION DECISION. I understand this means:

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

I REJECT THE ARBITRATION DECISION. I understand this means:

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

my case.

Signature(s) of Titled Owner(s): Date: 01/28/09

<u>FLORIDA : 8/1/2005</u> Overallowance / Incentives / Negative Equity Form

Customer	Request #	<u>71-679590782</u>	BBB #	<u>CHV0852741</u>
PURCHASE PRICE: (From dealer Bill of Sa	ıle) (Sellin	g Price)		(+) \$20,490.00
MSRP: (From BARS Invoice)	(-) \$20,490.00			
DIFFERENCE:	(=) N/A			
TRADE ALLOWANCE: (from dealer Bi	ill of Sale)			(+) \$4,600.00
Include vehicle retail, accessories and mileage adju NADA Retail Value for: 2003 KIA Spectr VEHICLE: \$4,325.00			ges to file.	
ACCESSORIES: ***vehicle is not GM car MILEAGE ADJUSTMENT: + \$375.00	nnot verify	accessories***		(-) \$4,700.00
OVER ALLOWANCE: (Trade more than NA	ADA)			(=) N/A

PAYOFF: (If dealer added negative equity into contract, do not subtract)	(=) \$6,956.03

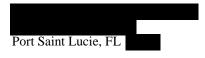
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PURCHASE PRICE (From dealer Bill of Sale) – (before tax, tag, etc.)	(+) \$20,490.00
GM CARD POINTS:	DO NOT INCLUDE
INCENTIVES (from BARS): (<i>Do not include fuel fill credit, dealer incentives or GM card credited back to customer</i>) 1: CSE = \$1,000.00 2:	
3: TOTAL INCENTIVES (Not included in Purchase Price)	(-) \$1,000.00
OVERALLOWANCE: (From above)	(-) N/A
NEGATIVE EQUITY: (If NOT shown in contract))	(-) \$2,356.03

Actual price of Vehicle that should be presented to BBB for ATA	(=) \$17,133.97



Thursday, February 12, 2009



Subject: Repurchase of 2006 Chevrolet Malibu VIN: 1G1ZT51856F Ref SR:71-679590782 V-155898

Dear

We regret that you are dissatisfied with your 2006 Chevrolet Malibu, VIN **1G1ZT51856F** and that our attempts to resolve your concerns have not met your expectations. Chevrolet will repurchase this vehicle in exchange for the release of liability stemming from warranties, express or implied, covering this vehicle.

Per the Better Business Bureau's decision, Chevrolet will repurchase your vehicle for **\$24,786.47**. Your responsibilities are outlined below. This was calculated by using the following figures.

Total Repurchase Amount	\$24,786.47
Base Price	\$20,490.00
State Fees	\$6.50
Prorated GAP	\$162.78
Sales Tax	\$1,091.46
Finance Charges	\$7,585.52
DIr Servie Fee	\$399.00
Less Usage	\$3,948.84
Less Incentives	\$1,000.00
Less Payoff of Original Vehicle-Good until 02/28/09	\$21,583.90
Total Amount to Customer	\$3,202.52

The requirements of the straight repurchase are as follows:

- ⇒ Vehicle Damage vehicle is free from any abnormal damage, which impair its resale value. Vehicle must be inspected by a General Motors dealership at time of closing.
- ⇒ Vehicle Alterations if this vehicle has been altered or modified from its original factory condition, it must be restored to its original condition before the scheduled repurchase appointment
- ⇒ A "Power of Attorney" form supplied by General Motors must be signed and notarized at the time of repurchase (*used only for titling purposes*).
- ⇒ An "Odometer Disclosure Statement" form supplied by General Motors must be signed at the time of the repurchase
- \Rightarrow Factory installed equipment needs to be intact and functional.
- \Rightarrow Title if no lien on this vehicle, a free and clear title must be provided at time of repurchase.
- \Rightarrow Cash backs rebates or incentives- no cash backs rebates or incentives of any kind are applicable towards this transaction.

If all above requirements are met, the dealership will proceed with the repurchase and transfer of funds.

Sincerely,

General Motors RVDC 2717 Schust Saginaw, MI 48603

155898

ADR REPURCHASE CHECKLIST

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

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

Mandatory Straight Repurchase BBB Case Straight COMPLIANCE DATE 03/01/09 ADR REQUEST NUMBER <u>71-679590782</u> CUSTOMER NAME LAST SIX OF VIN ADR CRS Mario Resendez EXT. 41300 DVM Carl Cook PHONE 561-254-8398 DATE ACCEPTANCE RECEIVED 01/29/09 NUMBER OF DAYS FOR COMPLIANCE 60 TEAM LEAD'S SIGNATURE _____ ADR Exceptions that need to be paid i.e. over allowance and negative equity. COMMENTS/REASON FOR EXCEPTION:

File will be returned without all information above completed.

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BARS Document Display

Page 1 of 2

MRM: 20490.00

918.25

MEMO

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2006 MALIBU SEDAN 2LT 63U SPORT RED METALLIC 33C CASHMERE ORDER NO. KDDHZG/TRE VIN 1G1 ZT51 85 6F1	/V6G STOCK NO.	VEHICLE INVOICE 1	RPORATION ENTER 48243-1114 AD89379068
MODEL & FACTORY OPTIONS 12T69 MALIBU SEDAN 2LT FE9 50-STATE EMISSIONS LX9 3.5L V6 ENGINE MX0 4-SPEED AUTO TRANSMISS R8K *****	MSRP 19865.00 N/C N/C ION N/C	INV AMT RETAIL 18772.43 INVOICE N/C SHIPPED N/C EXP I/T N/C INT COM N/C PRC EFF KEYS G1 WFP-F Q	- STOCK 06/09/06 06/09/06 06/22/06 06/22/06 06/09/06 604 G1604 TR OPT-1 MAC - 029 26-448 : 3201 32.9 18876.48

TOTAL MODEL & OPTIONS DESTINATION CHARGE LAM DEALER CONTRIBUTION LAM GROUP CONTRIBUTION	19865.00 625.00	198.65	н/В	261 261	18801.48 595.95 198.65 148.99
TOTAL Memo: Total less holdback and	20490.00	19745.07	PAY	310	19745.07
APPROX WHOLESALE FINANCE CRI		18851.14	* * * *	ب <u>ب</u> ب ب	*****

BILL SHULTZ CHEVROLET, INC.

____.

REMIT TO GMAC NO. 029 VIN IGIZT51856F

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Page 2 of 2

\$ 19745.07 INV 1AD89379068 DUE 06/22/06 DEALER 26-448

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11/14/2008 15:08 7724	614856	SHULTZ CHEV	PAGE 22/26
GM CUSTOMER	INCENTIVE AND	ONSTAR ACKN	OWLEDGMENT
	(excludes Se		
CUSTOMER NAME:			
VIN: 4 1 †	<u>5</u> 1 <u>8</u> , <u>5</u> <u>6</u> , <u>F</u>	<u> </u>	
. Customer Incentive			
$\mathbf{m}_{\mathbf{c}}$	to the down payment of this tive price, amount of incentive	Vehicle (b) where t	nd request that the available custome permissible by law, as a price reductio entive applied), or (c) a check b
	ogram Reference	Amount	GM Incentive Code
	1000.0	0	
	<u> </u>	A	
- <u></u> -	Total Incentive Amoun	t Keceivedhan an \$	
Other Program Selection (W):	ich may or may not be in lieu o		Teme for evenue Division over ent-
a. I elect to receive <u></u>		and/or	
 a. I elect to receive <u></u>	ALER ACKNOWLEDGMEN	and/or	AND ONSTAR SERVICE -
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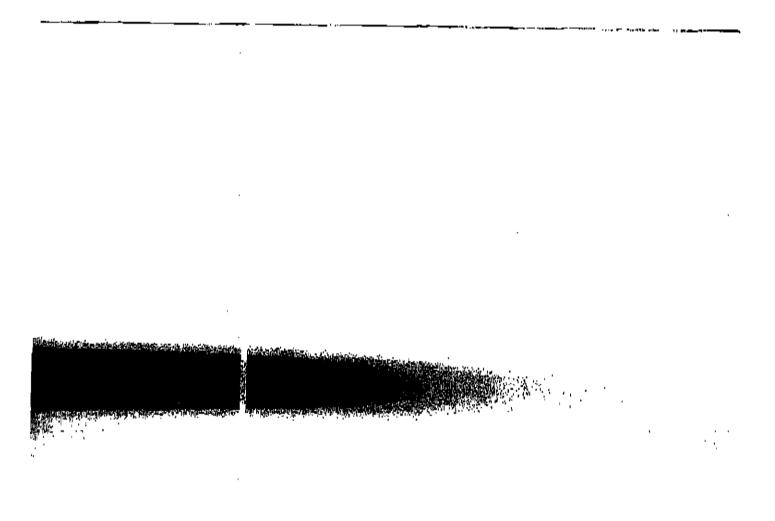
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BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: (01/07/2009
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Business	; Chevrolet
Mfr-Info:	: 1716 FL 1G1ZT51856F

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Case Number:

CHV0852741-1R

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

Model : Malibu Year : 2006

All parties named above submit to arbitration the following:

- 1) steering/Suspension(Noise)repeated after servicing
- 2) cooling system message
- 3) after fueling fuel gauge drops to empty
- low coolant message appears
- 5) car would not start with key, but will remote only
- 6) car darts while driving
- 7) intermittent recirculation button does not work
- 8) steering now locking up

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

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

Consumer : Repurchase Manufacturer : Denial

If a repurchase is sought by one of the above parties, the actual amounts sought are: Purchase price: (reflects the deduction of a rebate, if applicable) *tire & battery fee: \$ *dealer fee: \$ *sales tax: \$ *tag, title & fees: \$ *other incidental / collateral charges: (to be determined) *earned finance charges: (to be determined) TOTAL: (to be determined)

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

Council of Better Business Bureaus, Inc.

4200 Wilson Boulevard, Sulte 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

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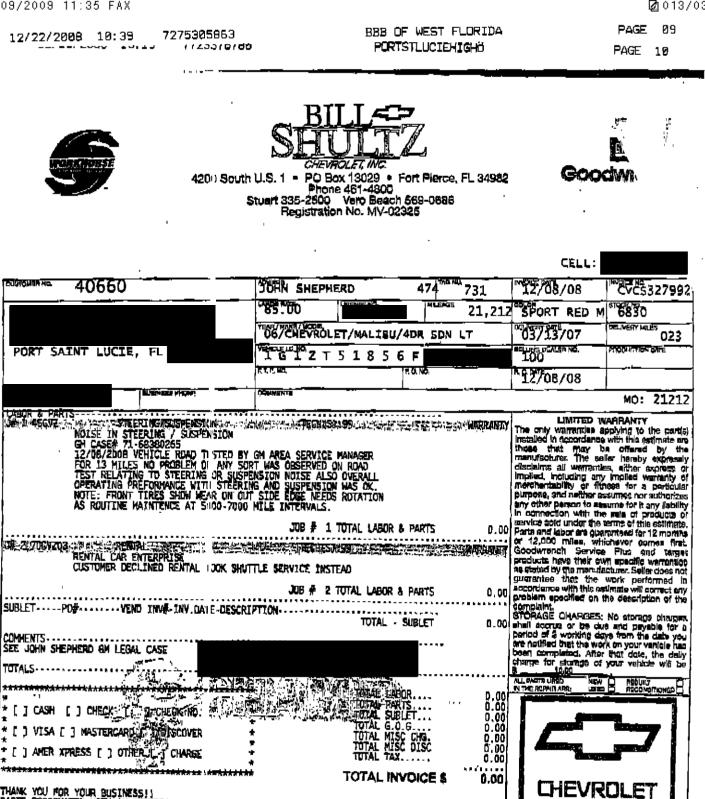
The manufacturer also agrees to extend authority to the arbitrator(s) to award the following: N/A

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THANK YOU FOR YOUR BUSINESS!! PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS

CUSTOMER SIGNATURE

ASE Certified Technicians

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Lifetime Service Guarantee

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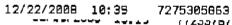
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Repurchase Decision (Owned Vehicle)

Hearing Date: 01/23/09

Submitted Date: 01/28/09 CHV0852741-1R

VIN: 1G1ZT51656F Customer:

Arbitrator: William J. Wadsworth

Question 1

Vehicle (Year, Make, Model): 2006 MALIBU

Question 2

For the following amounts, the manufacturer shall repurchase the above ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision:

- a The actual price paid for the vehicle \$19,490.00 (\$20,490.00 - \$1,000.00 Rebate)
- b Reasonable use deduction, if any (explained in the Reasons for Decision) \$3,948.84
- Deduction based on vehicle damage not attributable to normal use, if any n/a
- d Deduction based on negative equity, if any n/a
- e SUBTOTAL
 - \$15,541.16

Question 3

Other eligible amounts:

- Description/Amount
 Dealer service fee (\$399.00), FL tire & batt fees (\$6.50), Sales tax (\$1,002.73), Extended Service Contract (\$1,365.00),
- Description/Amount
 GMAC GAP (\$400.00), Tax on other banefits (\$88.73)
- c TOTAL AMOUNT (2e + 3a + 3b)

\$18,803.12 (Earned finance charges are to be determined and added)

At the time of the repurchase, the customer will be responsible for turning over the vehicle and providing clear title to the manufacturer. Vehicle shall be in a similar condition as it was at the time of the hearing, allowing for normal usage

Customer must also comply with all additional requirements in the section of the applicable manufacturer *Program Summary* that sets out customer responsibilities if a repurchase is awarded.

If there is a lienholder, payment of the amount set out above shall be made by the manufacturer to the customer and lienholder as their respective interests appear on the records of ownership. The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.

CASE: CHV0852741-1R Arbitrator: William J. Wadsworth Customer:

Date: 01/28/09

Lemon Law Reasons for Decision



Submitted Date: 01/28/09 CHV0852741-1R VIN: 1G1ZT51856F Customer:

Hearing Date: 01/23/09

Arbitrator: William J. Wadsworth

- 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 1-Steering, suspension noise repeated after servicing.
- 2 2-cooling system message.
- 3 After fueling, fuel guage drops to empty.
- 4 low coolant message appears.
- 5 Car would not start with key, but would start by using the remote starting feature.
- 6 Car darts while driving.
- 7 Intermittant AC recirculation button does not work.
- 8 Steering now locking up.
- 9 No data entered by arbitrator
- b Exists Now? (Please Explain)
- 1 Yes, according to the customer and verified during the test drive. When the vehicle was driven over speed bumps and rough road conditions a secondary clunk and rattle like rumble was felt primarily in the suspension but in the steering as well.
- 2 2-Nb according to the customer and verified on warranty RO #CVCS323324
- 3 No according to the customer, and verified by Warrantee RO CVC5322512.
- 4 NO according to the customer and verified by WRO CVCS 322512.
- 5 No according to the customer and could not be dupicated by the mfg...
- 6 No according to the customer. No warranty repair records provided.
- 7 Yes. However, the MFG's rep. faxed a page out of the owners manual addressing this concern and showing how to program and AC buttons to operate as the customer desires. The customer could bring the vehicle to the MFG and have the buttons programed.
- 8 Yes according to the customer. There are no Warranty repair records for this concern and during the test drive the steering gave no indication of locking up or in any way indicating a stiffness or tendancy to lock.
- 9 No data entered by arbitrator
- c Number of Repair Attempts
- 1 There have been 5 repair attempts including the final repair attempts.
- 2 1
- 3 1

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- 4 1
- 5 1
- 6 None
- 7 NONE
- 8 NONE
- 9 No data entered by arbitrator
- d Number of Days Out of Service:
- 1 5
- 21
- 31
- 4 1
- 5 1
- 6 None
- 7 NONE
- 8 NONE
- 9 No data entered by arbitrator

- 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 only remaining concerns according to the customer and listed on the agreement to arbitrate are numbers 1,7&8. Number one, steering and suspension, is a result of a defect in materials and or workmanship as verified by the 5 repair attempts covered under the new vehicle warranty. Number 7, the intermittent AC recirculation button, can be reprogrammed according the the MFG either by the customer or at the MFG's dealership. When reprogrammed, this concern should be solved. Number 8, steering lock up has never been brought to the MFG's attention and there are no repair attempts nor was that concern duplicated during the test drive.

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.

The steering and suspension concerns is a substantial impairment of the use, value and to a lesser degree the safety of the vehicle. I base this opinion on the five repair attempts and the test drive that verified the suspension noises and the effect those noises have on the use and operation of the vehicle. During the test drive the arbitrator drove this veh. In such a way as

to verify the customers on going complaint. Over speed bumps, rough road conditions. However, not at excessive speeds or abnormal driving.

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?

6

b Has the standard for a reasonable number of repair attempts under this state's lemon law been met? (Yes or No)

Yes

c Please explain how you reached this conclusion.

There have been four repair attempts plus the final repair attempt. The vehicle still is showing the same suspension noises as verified during the test drive.

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.
Yes, the consumer is eligible, the veh. is eligible and all applicable time frames have been met. There have been a reasonable number of repair attempts, [FOUR plus a final attempt] and the nonconformity, [steering and suspension noises], still exists.

Question 4

State your decision (i.e. Repurchase, Replacement, Interim Repair, Denial) and explain why it is appropriate.

Repurchase. I believe that the suspension and stearing concerns still exist. That this concern is a nonconformity effecting the use, value and safety of the vehicle. The repurchase decision is appropriate because of the number of repair attempts and the concern still exists.

Question 5

If awarding a repurchase or replacement:

Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.
 Mileage on date of hearing [24,313], divided by 120,000, times the purchase price [\$19,490.00] = the use deduction of \$3,948.84.

Purchase price = \$20,490.00 - \$1,000.00 Rebate

- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage. NONE
- 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 ac.
 - 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
- Official Kelly Ratings and reviews for 2006 MAILBU

* Warranty repair records

b Materials/Documents Submitted by Manufacturer

* Faxed copy of AC control buttons programming method from owners manual.

Question 7

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

24,313

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Customer: Date: 01/26/09

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01/29/2009 09:10 01/28/2009 16:58	7275305863 7723376780	BBB OF WEST FLORIDA	PAGE 01
	1123310100	PORTSTLUCIEHIGHÖ	PAGE 01
BBB	ACCEPTANCE	OR REJECTION OF DECISION	
Date: 01/28/09 Customer:		Case Number: CHV0852741-1R	
Business: Chevrolet		State: FL	
Mfr-Info: 1716 PL	1G1ZT51856F		
Enclosed is the Arbitra volunteer arbitrator(s)	ation decision in your c) to be satisfactory. Ple	ase call us if you have found the efforts of o ase call us if you have any questions about t	ur staff and the
letter, the dodate	not received at the (2000 office within 14 days from the date of	of the cover Ned. You may We suppose
Please check one of the	e following.	• •	
		ON. I understand this means:	

- the business will be legally bound to abide by this decision; and, 考
- I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform 4 according to the Arbitrator's decision or unless otherwise provided by state or federal law.
- I REJECT THE ARBITRATION DECISION. I understand this means:
- I may pursue other legal remedies under state or federal law; .

. -

- depending on federal or state law, the decision may be introduced as evidence by me or the 88 business in any civil court action relating to any matter considered in this arbitration hearing;
- the business will not be obligated to perform any part of the decision; and, **1**
- this will and Better Burlinson B

	susiness Bureau Involvement in	1
Signature(s) of Titled Owner(s) Date	: <u>01128/09</u>	

Council of Bottor Bitsbrood Butables, Inc. 4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.945.6100 · Past 703.247.9700

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BBB OF WEST FLORIDA

PAGE 02

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01/29/2008 13:41 FAX	
Nuvell	NUVELL PINANCIAI, SBRVICES LLC. On behalf of NUVILL CREDIT COMPANY LLC PO Bra J60977, Bisemington, MN 55438-0907 Mon. Fri., 8-3 (7), 877-688-3555, Sat.

1/29/09

ACCOUNT NO. CREDITOR : NUVELL CREDIT COMPANY LLC VIN : 1G17151856F VEHICLE : 2006 CHEV MALIBU

PORT ST LUCIE, FL

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Dear

As requested, the payoff on the above referenced account is \$ 21,487.40.

This payoff amount will be good until 02-18-09.

The remittance must be made in either certified funds, cashier's check, or by money order and made payable to NUVELL CREDIT COMPANY LLC, and mailed to the following address:

NUVULL FINANCIAL SERVICES LLC PO BOX 2365 MEMPHIS, TN 38101-2365 ATTN: PAYOFF DEPARTMENT

Should you have any questions regarding this matter, please contact our office at the telephone number shown above.

NUVELL FINANCIAL SERVICES LLC

CCP-OVERNIGHT address. Nuvell Financial Services LLC AHN Betail Lockbox IMZ 3453 3451 Prescott Memphis, TN 38118-3440 OPYOH

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<u>FLORIDA : 8/1/2005</u> Overallowance / Incentives / Negative Equity Form

Customer Request # <u>71-679590782</u>	BBB # <u>CHV0852741</u>
PURCHASE PRICE: (From dealer Bill of Sale) (Selling Price)	(+) \$20,490.00
MSRP: (From BARS Invoice)	(-) \$20,490.00
DIFFERENCE:	(=)_N/A
TRADE ALLOWANCE: (from dealer Bill of Sale)	(+) \$4,600.00
Include vehicle retail, accessories and mileage adjustment figures, and attach NADA page NADA Retail Value for: 2003 KIA Spectra KNAFB121435	es to file.
VEHICLE: \$4,325.00 ACCESSORIES: ***vehicle is not GM cannot verify accessories*** MILEAGE ADJUSTMENT: + \$375.00	(-) \$4,700.00
OVER ALLOWANCE: (Trade more than NADA)	(=) N/A
PAYOFF: (If dealer added negative equity into contract, do not subtract)	(=) \$6,956.03
PURCHASE PRICE (From dealer Bill of Sale) – (before tax, tag, etc.)	(+) \$20,490.00
GM CARD POINTS:	DO NOT INCLUDE
INCENTIVES (from BARS): (Do not include fuel fill credit, dealer incentives or GM card credited back to customer) 1: CSE = \$1,000.00	
2: 3: TOTAL INCENTIVES (Not included in Purchase Price)	(-) \$1,000.00
OVERALLOWANCE: (From above)	(-) N/A
NEGATIVE EQUITY: (If NOT shown in contract))	(-) \$2,356.03
Actual price of Vehicle that should be presented to BBB for ATA	(=) \$17,133.97

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11/14/2008 15:0	8 7724614856	SH	IULTZ	CHEV	F	AGE 26/26
		Trade-In Ap	porais	sai .		
Customer Name				person: <u>//</u>	arti Brigia	Brod
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Home Telephone:			→ Work '	$f \leq L_{1}$		
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/ Has the vehicle been til	tied declared or bren	dadh /				
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c) salvage .		□Yes ⊉No		initial		
d) junk		🗆 Yes 🛛 🖾 No		initial		
 flood vehicle 		□Yes - 12, No		initial		{ ▶ -
 f) rebuilt or reconstruct c) total loss 	xted	⊡Yes v⊠No		initial		
 g) total loss h) flood damaged 		⊡Yes 12ÍNo ⊡Yes 12ÍNo	*****	initial		$\nabla \mathbf{Q}$
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7. Has an air bag in this ve	ehicle ever been depi	oved, replaced, or disc	connec	cted?	⊡ Yes OZNO	
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2007 AMA		1012				Sedan 4D LX	FE 12()	5975	622
		10125				i Sedan 4D EX.		6375	875
	dd Iminily Stateo		375	425		Sedan 4D SX.	. FE12()	6825	927
	dd Leather Seals		500	575	7676	Hatobbeck 5D 5.		6925	940
	dd Power Suniob		625	700		PTIMA-4 Cyl.	· · _ · • þ		MC:
100 A	did Theil Recover	y System	100	125		Sedan 4D LX		5925	817
V16							GD126	6875	932
XIA	4 Cyl.			MC: I		0 Sedan 40 UX (VS		6675	910
	edan 40 (5 Spd).	DE 123	5625	7600	622	5 Sedan 40 EX (Vi	i)GD 128	7425	1002
2006 RIO-	GUSTINUTIOUUT.								
2006 RIO- 6225 S			6950	9425	I AIO	SPECTRA/OPTINA	. OPTIONS		
2006 RIO- 6225 S 7700 S	edan 40 LX alohback 50 SX .	DE 123		9425 10000	1	SPECTRA/OPTIMA		225	25
2006 RIO- 6225 S 7700 S 6200 H	edan 4D LX alchback 5D SX .	DE 123			1	SPECTRA/OPTINA 5 Add Aust/Alloy V	vinees	225	25
2006 RIO- 6225 S 7700 S 6200 H 2006 SPE	edan 4D LX alchback 5D SX. CTRA-4 Cyl.	DE123 DE163		10000 MC: 1	22	SPECTRA/OPTIMA	Vheels , Spectra	225	25
2006 RIO- 6225 S 7700 S 8200 H 2006 SPE 7375 S	edan 4D LX alchback 5D SX. CTRA-4 Cy1. edan 4D LX (5 Sp	DE 123 DE 163 6) - FE 12()	7400	10000 MC: 1 9075	22	SPECTRA/OPTINA 5 Add Alum/Alloy V (Stol Rio Cinco, SX/5, Optime B	Viieets , Spectra 20176)	225 1,50	
2006 AlO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 8450 S	edan 4D LX alchback 5D SX. CTRA-4 Cy1. edan 4D LX (5 Sp edan 4D EX	DE123 DE163 6). FE12() FE12()	740D 6650	10000 MC: 1 9075 10275	22	SPECTRA/OPTIMA 5 Add Aust/Alloy V (Std Rio Cinco)	Vheels , Spectra 20045) Oplima)		17
2006 AlO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 8450 S 9050 S	edan 4D LX aldiback 5D SX. C TRA-4 Cyl. edan 4D LX (5 Sp edan 4D EX edan 4D EX	DE123 DE163 FE12() FE12() FE12()	7400 6650 7625 8150	10000 MC: 1 9075 10275	22 15 22	SPECTRAOPTINA 5 Add Alum/Alloy V (Std. Rio Cinco SX/5. Optime E 0 Add Onkse (Sld 5 Add Infanty Sters	Vineels , Spectra EXV16) Optima) e	150	17
2006 RIO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 8450 S 9050 S 9150 H	edan 4D LX alohback 5D SX. CTRA-4 Cyl. edan 4D LX (5 Sp edan 4D EX edan 4D SX alohback 5D 5	DE123 DE163 FE12() FE12() FE12()	7400 6650 7625 8150	10000 MC: 1 9075 10275 10975	22 15 22	SPECTRAOPTINA 5 Add Awr/Alloy V (Stá Ria Cinco SX/5. Optime E 0 Add Cruise (Sld	Vhee's , Spectra 20145) 2015) 2015	150	17 25
2006 RIO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 8450 S 9050 S 9150 H 2006 OPT	edan 4D LX alohback 5D SX. CTRA-4 Cy1. edan 4D LX (5 Sp edan 4D EX edan 4D EX alohback 5D S IMA-4 Cy1.	DE123 DE163 FE12() FE12() FE12() FE16()	7400 6650 7625 8150 8250	10000 MC: 1 9075 10275 10975 11075 MC: 1	22 15 22 30	SPECTRAOPTINA 5 Add Aum/Alloy V (Std Bio Cinco SX/5. Optime E 0 Add Cruise (Sid 5 Add Infaity Sters (Sid Optime E 6 Add Leather Sea	Vhee!s , Spectra 20176) Optima) sp () 45	150 225	17 25 35
2006 RIO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 8450 S 9150 S 9150 H 2006 OPT 8000 S	edan 4D LX alchback 5D SX. CTRA-4 Cy1. edan 4D LX (5 Sp edan 4D EX edan 4D SX alchback 5D S IMA-4 Cy1. edan 4D LX	DE123 DE163 FE12() FE12() FE12() FE12() FE16() GD126	7400 6650 7625 8150 8250 7200	10000 MC: 1 9075 10275 10975 11075 MC: 1 9750	22 15 22 30 15	SPECTRA/OPTIMA 5 Add Alury'Alloy V (Std Rio Cinco SX/S. Optima E 0 Add Cruise (Sid 5 Add Infarity Sters (Sid Optima E) 0 Add Leather Sea 0 Add Power Lock.	Vineels , Spectra 2XVV6) Optima) xo.	150 225 300	17 25 35 17
2006 RIO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 9050 S 9050 S 9050 S 9150 H 2006 OPT 8000 S 9175 S	edan 4D LX aldiback 5D SX. CTRA-4 Cy1. edan 4D LX (5 Sp edan 4D EX edan 4D EX aldiback 5D 5 iMA-4 Cy1. edan 4D EX edan 4D EX	DE123 DE163 FE12() FE12() FE12() FE12() FE16() GD126 GD126	7400 6650 7625 8150 8250 7200 8275	10000 MC: 1 9075 10275 10975 11075 MC: 1 9750 11100	22 15 22 30 15 47	 SPECTRA/OPTIMA 5 Add AlumYAlloy V (Std Rio Cinco SX5. Optima E SX5. Optima E 5 Add Infarity Sters (Std Optima E) 0 Add Leather Sea G Add Power Lock 5 Add Power Sure 5 Add Power Sure 7 Add Powe	Wheels , Spectra 20045) , Optima) , Optima) , Optima) , , Spectra , Spectra	150 225 300 150	17 25 35 17
2006 RIO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 9050 S 9150 H 2006 OPT 8000 S 9175 S 8900 S	edan 4D LX aloback 5D SX. CTRA-4 Cy1. edan 4D LX (5 Sp edan 4D EX edan 4D EX lateback 5D 5 IMA-4 Cy1. edan 4D LX edan 4D LX edan 4D LX (V6)	DE123 DE163 FE12() FE12() FE12() FE12() FE16() GD126 GD128 GD128	7400 6650 7625 8150 8250 7200 8275 8025	10000 MC: 1 9075 10275 10975 11075 MC: 1 9750 11100 10750	22 15 22 30 15 47	SPECTRA/OPTIMA 5 Add Alury'Alloy V (Std Rio Cinco SX/S. Optima E 0 Add Cruise (Sid 5 Add Infarity Sters (Sid Optima E) 0 Add Leather Sea 0 Add Power Lock.	Yneets Spectra 20045) Optima) St S (Rio) S (Rio) S (150 225 300 150	25 17 25 35 17 55 17
2006 RIO- 6225 S 7700 S 8200 H 2006 SPE 7375 S 9050 S 9150 H 2006 OPT 8000 S 9175 S 8900 S	edan 4D LX atobaack 5D SX. CTRA-4 Cy1. edan 4D LX (5 Sp edan 4D EX edan 4D EX edan 4D EX edan 4D EX edan 4D EX edan 4D EX (V6) edan 4D EX (V6)	DE123 DE163 FE12() FE12() FE12() FE12() FE15() GD126 GD128 GD128 GD128	7400 6650 7625 8150 8250 7200 8275 8025 8025 8050	10000 MC: 1 9075 10275 10975 11075 MC: 1 9750 11100 10750	22 15 22 30 15 47 15	SPECTRA.OPTIMA 5 Add Aluri/Alloy 4 (Std Ra Cinco SX/5. Optima E 0 Add Cruise (Sid 5 Add Infaity Sers (Sid Optima E 0 Add Leather Sea 6 Add Power Lock 5 Add Power Surr (Sid. Optima E)	Yneets Spectra SVV/5) Optima] Standard () s (Rio) cof X) tows (Rio)	150 225 300 150 475	17 25 35 17 55

								KIA	43	
Clean Trade-In	Body Type	Hodel No.	Loan	Glean Retail	Clean Trade-In	волу Туре	Model No.	ілал	Clean Relait	
	add Theit Recove		100	125	3575	Hatchback 4D G	SX FB161	3225	4850	_
	Deduct Wilcon Ar		650	650		TIMA-4 Cyl.			WC: I	P
	Deduci W/out AT Deduci W/out PS		525 150	525		Sedan 4D LX	. GD126	3950	5750	Ą
	MANTI-V6	• • • • • • • • • • • • • • • • • • • •		150 MC: II		Sedan 4D SE .	. GD126	4625	0000	
	Sedan 4D	ID124 -		13490		Sedan 40 LX (M Sedan 40 SE (M		4400 5075		S
	Add Infaity Stered		275	325	1	PTIONS	0/ 3D/2D	9019	7150	S
	Add Leather Seat		400	450	1	Add Alum'Aloy'	Utracto	150		Ē
525	Add Power Surro	of	525	600	130	(SH. GSX, SE		150		
1DQ	Add Theft Recove	ny System	f00	125	100	Add Cruise (Sld		100	125	ł
KIA						Add Infinely (SId		150	- 175 (G
2004 RI	10-4 Cyl.			MC: I		Add Leather Se		200	0.0-	Ē
	Sedan 40		3825	5600		Add Power Loci		100		
	i Wagon 5D Cince	DC165	4125			Add Power Win Reduced Work of		100	125	R
	PECTRA-4 Cyl.	ETT 4 04		MC: 1		Deduct Wout / Deduct Wout /		550 425	550	
	i Sedan 40 i Sedan 40 L S		3950 4175			Ceduci Wout F		100	425 100 í	~
	i Halchback 4D GS		4075		KIA		0	120	100	C
) Hatchback 4D GS		4475			0-4 Cyl.			MC: I	A
2004 N	EW SPECTRA-4	Cył.		MC: 1			. OC123	2175		R
	i Sedan 40 LX .		4800		I	Wagon 5D Carco		2400	3950	
	i Sedan 40 EX 👘	FE12()	5175		2002 SF	PECTRA-4 Cyl.			MC: I	S
	PTIMA-4 Cyl.	00400	4775	MC: 1	2475	Sedan 4D	. FB121	2250	3650	
) Sedan 40 EX) Sedan 40 EX	GD126	4775 5600			Sedan 4D LS	FB121	2400	3950	
	i Sedan 40 UX (15)		5425			Hatchback 4D G		2350	3775	
) Sedan 40 EX (15	-	6075			Hatchback 4D G 'TIMA-4 Cyl .	57 19101	2575	4050	
	SPECTRAINEW SPI		AA OPTI	O MS		Secian 4D1X	GD126		HC: 4375	
175	i Add Atrn/Alky W		175	200	3750	Sedan 4D SE	GD120 C0126	2825 3375	4375 5050	
	(Std. So Cinro,					Sedan 4D LX (V		3300	4950	
106	GSX, Optima E.		105	150	6200	Sedan 4D SE (V		3800	5575	
	5 Add Cruise (Std) 1 Add Interity Stere		125 200		, KIA C	IPTIDIIS				
204	(Ski Optima EX		200	сц у	100	Add Alum'Alloy	Wheels	190	125	
250	I Add i eether See		250	300	!	(SH. GSV. SE				
125	i Add Power Locks	(Rio)	125		75	Acd Cruise (Std	1 SE V6)	75	100	
425	i Add Power Suno		425	475	150	Add Leather Se	815	150	175	
100	(Sid. Optima EX		405	450	450	Add Power Lock Deduct Wavi /	ksingni.	75 450	100 450	
	i Add Power Wook I Deduct Wloot Ar		125 600		375	Deduct Would	4T	375	375	
	6 Dedact Wout AT		475		75	Deduct Wout F	-5	75	75	
	Deduct Wout PS		125		KIA					
	MANTI-VG			MC: 11	2001 RI	0-4 Cyl.			HC: I	
	1 Sedan 40		8025	10825		Sedan 4D	DC (2)	1750	3025	
	add Infinity Stere		225			PHIA-4 Cyl.		, P	AC:	
) Add Leather Seat		350	400		Secan 4D		1575	2825	
	Add Power Surve	o	475	550		Section 4DLS .		1750	3025	
KIA Rođe ri						'ECTRA-4 Cyl , Ubeel (D.CC			RC:	
	KO-4 Cyl. Sodao JD	fur-cor		MC: I		Hback 4D GS . Hback 4D GSX		1675 1825	2925 2160	
	i Sedan 4D I Wagon 5D Cinco		2875 3025			TIMA-4 Cyl.			3150 AC: I	
2003 SI	PECTRA-4 Cyl.			HCirk		Section 4D LX	GD126	2350	3775	
) Sedan 4D	FB121		4325	3175	Sedan 4D SE	GD126	2875	4425	
	Sedan 4D LS		2975		3075	Sedan 4D1X (VI	6) GD124	2775	4300	
	i Hatchback 40 GS		2925		3575	Sedan 4D SE (V	6) GD124	3225	4850	
		ADJUST FI	OR MI	LEAGE -	ADJUST	FOR CONDITI	ION			
н		SOL	ITHEAS	TERN ED	ITION - M	ARCH 2008				

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2028/031

MILEAGE TABLE

VALUES SHOWN BELOW TO BE ADJUSTED FROM BASE GUIDEBOOK VALUES.

MILEAGE	CLASS	2008	2007	2006	2005	2004	2003	2002	2001
	_		375	650	900	1125	1375	1600	1825
0	<u> </u>		675	1125	1550	1950	2375	2775	3175
to			850	1425	1950	2475	3000	3525	4025
7500	IV		1150	1925	2650	3375	4075	4775	5475
			1500	2525	3475	4425	5350	6275	7175
	1		225	500	750	975	1225	1450	1700
7501	<u> </u>		400	850	1275	1700	2125	2525	2925
ta	<u> </u>		500	1075	1625	2150	2700	3200	3725
15000	- iv		675	1475	2200	2950	3650	4375	5075
10100			875	1925	2900	3850	4800	5725	6650
			100	375	625	850	1100	1350	1575
15001	<u> </u>		175	625	1075	1500	1900	2325	2725
lo			200	800	1350	1900	2425	2950	3475
20000			275	1100	1825	2575	3300	4025	4725
10000	- <u></u>		375	1425	2400	3375	4325	5275	6200
	<u> </u>			275	525	750	1000	1250	475
20001	·			- <u>450</u>	900	1325	1750	2150	2575
10	<u> </u>			<u>490</u> 575	1125	1675	2200		
	W					0075		2725	3250
25000	- <u></u> V			775	1525	2275	3000	3725	4425
-	_			1025	2000	2975	3925	4875	5825
			-225	150	400	650	900	1150	1375
25001			-325	275	700	1125	1550	1975	2400
to	<u>NI</u>		-100	350	900	1450	1975	2500	3025
36000	<u>IV</u>		-500	150	1200	1950	2700	3425	4125
	V		-625	600	1575	2575	3525	4475	5425
0.0.0.d	<u> </u>		-375		300	550	800	1050	1275
30001			-550		525	950	1375	1800	2225
lo			-650		650	1200	1750	2275	2800
35000	<u> </u>		-825	_ >	900	1650	2375	3100	3825
	V		1075		1175	2150	3125	4075	5000
			-500	125	200	150	700	925	1175
35001	<u> </u>		-750	200	350	775	1200	1625	2025
lo			925	225	425	975	1525	2050	2575
40008			1175	-300	575	1325	2075	2800	3525
	V		-1500	-375	75 0	1750	2700	3675	4600
	!		-650	-275	100	350	600	825	1075
40001	<u> </u>		-975	-400	150	600	1025	1450	1850
lo	<u> </u>		-1175	-500	200	750	1300	1825	2350
45000	IV		-1500	-625	275	1025	1750	2475	3200
	V		-1925	-800	350	1325	2300	3250	4200
			-800	-425		250	500	725	<u>975</u>
45091	<u>II</u>		-1175	-625		-100	850	1275	1675
lo			-1450	-775	_	525	1075	1600	2125
50000	10		-1850	-975		700	1450	2175	2900
	V V		-2350	1250		925	1900	2850	3800
2	1		-925	-575	-225	125	375	625	875
50001			-1400	-850	-325	225	650	1075	1500
to	TH T		1700	-1025	-400	300	625	1375	1900
55000	IV		-2175	1300	-500	400	1125	1875	2600
	V		-2775	-1675	-625	500	1475	2450	3400

ADDITION FOR LOWER MILEAGE SHOULD NOT EXCEED 50% OF TRADE-IN VALUE DEDUCTION FOR HIGHER MILEAGE SHOULD NOT EXCEED 40% OF TRADE-IN VALUE.

MILEAGE TABLE

VALUES SHOWN BELOW TO BE ADJUSTED FROM BASE GUIDEBOOK VALUES

MILEAGE	CLASS	2008	2007	2006	2005	2004	2003	2002	2001
	ŀ		-1075	-700	-375		275	525	775
55001	<u> </u>		-1600	-1050	-550		475	900	1325
10	18		-1950	<u>-1300</u>	-650		600	1150	1675
60000	17		- <u>2500</u>	-1625	-825	<u> </u>	825	1550	2275
	¥	_	-3200	-2100	-1075		1075	2050	3000
	1		-1200	-850	-500	-150	175	425	675
60001	1		-1800	-1275	-750	-225	<u>300</u>	725	1 <u>150</u>
to	11		-2200	1550	-925	-275	375	925	1450
65000	11/		-2800	-1975	- 175	-350	500	1250	1975
	V		-3600	-2525	-1500	-450	675	1625	2600
	L		-1350	-975	-650	-300		325	575
65001			2025	-1475	<u>-975</u>	-450	125	550	975
0	<u>. NI</u> .		-2450	-1800	-1175	-550	150	700	1225
70000	IV		<u>-3125</u>	<u>-2275</u>	-1500	-700	200	950	1675
	Y		-4025	-2925	1925	-875	250	1225	2200
_			-1475	-1125	-775	- 150		225	450
70001	- 11		-2225	1675	-1175	-675		375	800
10			-2700	2050	- 1425	-800		475	1000
75000	<u> </u>		-3425	-2600	-1825	1025		625	1375
	٧		-4425	-3350	-2325	1325	•	825	1775
	,		-1625	1250	-925	-575	-250	125	350
75001			-2425	-1875	-1375	-875	-350	200	625
to	<u> </u>		-2950	2300	-1675	1075	-425	250	_775 _
80000	<u> IV </u>		-3750	2925	-2150	1350	-550	325	1050
	¥		-4825	-3750	-2750	-1725	-700	425	1375
	!		-1800	-1450	-1125	-800	-450		200
80001			-2700	-2175	-1700	1200	675	·	350
to			-3300	-2675	-2050	-1450	-825	••	450
90000	<u> </u>		-4200	-3400	2625	-1850	-1050		600
	<u> </u>		-5400	-4350	-3375	-2375	-1350	100	775
00004	<u>l</u>		-2075	-1725	1400	-1075	-725	-100_	<u> </u>
90001 to	<u>11</u>		-3100 -3775	-2575	-2100	1600	<u>-1100</u> -1350	-600 -725	
100000	 IV		- <u>3775</u> - 48 00	<u>-3150</u> -4000	-3250	-1 <u>950</u> -2475	-1 <u>350</u> -1700	-723	
LAANAA			-6175	-1000	-4175	-3175	-2175	-1175	
			-2375	2050	1725	1400	-1075	-750	-400
100001			-3550	-3050	-2575	-2100	-1600	-1100	-400
to	·		-4350	-3725	-3150	-2550	-1950	-1350	-750
115000		-	-5525	-4750	-4000	·3250	-2500	-1725	-950
110000	V		-7100	-6100	-5150	-4175	-3200	-2200	-1200
	İ		-2725	-2400	-2100	-1775	-1475	-1150	-825
115001			-4100	-3600	-3150	-2675	-2200	-1725	-1225
10	— <u> </u>		-5000	-4400	-3825	-3275	-2675	-2100	-1500
130000			-6350	-5600	-4875	-1150	-3400	-2650	-1900
	V		-8175	-7200	-6275	-5325	-4375	-3425	-2425
			-3125	-2825	-2525	-2225	1900	-1600	1275
130001	<u>i</u>		-4700	-4225	-3775	-3325	-2850	-2400	- 1925
10	10		-5725	-5150	-4600	4050	-3500	-2925	-2350
150000+	11		-7300	-6550	-5875	-5150	-4450	-3700	-2975
			-9375	-8425	-7525	-6625	-5700	-4775	-3825
	-								

ADDITION FOR LOWER MILEAGE SHOULD NOT EXCEED 50% OF TRADE-IN VALUE DEDUCTION FOR HIGHER MILEAGE SHOULD NOT EXCEED 40% OF TRADE-IN VALUE

MARCH 2008

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VII

MARCH 2008

02/09/2009 11:38

FAX

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12/22/2008	10:39	7275305863

BBB OF WEST FLORIDA

. BBB AUTO LINE Customer Claim Form

DA PAGE 01 PAGE 02 CHV0852741-JR Case number: Contact Date: 11/13/08 Start Date: 11/13/08

Please make any necessary corrections to the information below, <u>orint</u> or verify your VIN number and itenholder/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:			
Malling address:			
City: Pt St Lucle		State: FL	Zip code;
Day phone:	Evening_phone:		Cell phone:
Fax:	E-mail address:		
SECTION 2: VEHICLE INFORM	TION		
Make: Chevrolet	Model: Malibu	Year; 2006	Current mileage: 20000
Name(s) that appears on the vehicle	title;		
Seiling dealer/city/state: , , Fi		<u> </u>	
Primary Servicing dealer/city/siate	<u>a: Bill Shultz,</u>	<u> </u>	
Acquired as Xi new Used [] c	iemo 🗋 leased 🔄 Is th	e ve <u>hicle in your</u> p	
Purchase/lease date: 03/13/07	Mites	oe at purchase/leg	ase:
Rist repair attempt date: 12/13/07		repeir attempt mil	eage: 10451
How often is the vehicle used for business purposes (percentage):	Number of v	ehicles owned the business:	Transmission type: 🖾 Automatic 🛄 Manual
Has the vehicle been in an accident/h	ad body damage? 🔲 yes		Date of accident:
Description of damage:			

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

We conclude this a lemon car, would like the manufactor to take the car back (repLirch45e) without punishment to us. The repeated steering troubles started less than 9 months after buying the car and continued with all repair complaints. We feel the car is unsafe to drive therefore, please help us resolve this.

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

VEHICLE INDENTIFICATION NUMBER 1G12T51856F303113
Lienholder/Leasing Company NUVELL Fin. Credit Co.
Account Number

02/09/2009 11:38 FAX

🖉 031/031

12/22/2008	10:39	7275305063
		1140010700

BBB OF WEST FLORIDA FURISTLUCIEHIGHÖ

Case Number: CHV0852741~~

PAGE 02

PAGE 03

SECTION 4: VEHICLE PR	<u>OBLEMS (List primary</u>	problem fi	(rst) Case Number: C	HV085274
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:				
VC_won't cool property	Any Dealer, Inc.	2	4/23/06_3,500 miles_5 days 6/10/07_12,700 miles_1 day	¥05
Continued on A Steering/Suspension(Noise)re	nald page	12/13/07 5	-12/13/07 10,451 Mil. Toby 05/02/08 16,014 mil Iday 08/28/08 10,839 mil Iday 05/02/08 16,014 Mil Iday	yes
Cooling system message		1	05/02/08 16,014 mil 1004	no
After fueling fuel gauge drops to empty		1	05/00/08 10,014 mil 1 day	no
ow coolant message appears		1	05/02/08 17,017 mil. Tdy 05/02/08 16,014 mil. Iday	по
ar would not start with key, but will remote only		1	08/28/08 19,839 miles (day	no
ar darts while driving		1	10/13/08 29753 miles Ida	по
				<u> </u>
	· <u> </u>			
······································				

Total days out of service for all problems: ____

Signature of Titled Owner(s) _____ Date ____ under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturar, etc.) to:

> **BEB AUTO LINE** 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700

BBB AUTO LINE Customer Claim Form

Case number: CHV0852741 Contact Date: 11/13/08 Start Date: 11/13/08

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: Pt St Lucie	State: FL	Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address	

SECTION 2: VEHICLE INFORMATION

Chaumalat		2006	20000
Make: Chevrolet	Model: Malibu	_{Year:} 2006	Current mileage: 20000
Name(s) that appears on the vehicle	title: Daniel and	Melanie Arcentales	
Selling dealer/city/state: , , FL			
Primary Servicing dealer/city/state	: Bill Shultz,		
Acquired as 🛛 new 🗌 used 🗌 d	emo 🔲 leased	Is the vehicle in your pos	session? 🛛 yes 🗌 no
Purchase/lease date: 03/13/07		Mileage at purchase/lease	9:
First repair attempt date: 12/13/07		First repair attempt milea	_{ge:} 10451
How often is the vehicle used		er of vehicles owned	Transmission type:
for business purposes (percentage):	0 % or leas	ed by the business:	🛛 Automatic 🔶 Manual
		*	
Has the vehicle been in an accident/h	iad body damage?]yes 🛛 no	Date of accident:
,	· • •		
Description of damage:			

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

We conclude this a lemon car, would like the manufactor to take the car back without punishment to us. The repeated steering troubles started less than 9 months after buying the car and continued with all repair complaints. We feel the car is unsafe to drive therefore, please help us resolve this.

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

VEHICLE INDENTIFICATION NUMBER 10	G1ZT51856F	
Lienholder/Leasing Company		Phone Number
Account Number		

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

SECTION 4: VEHICLE PROB			50	
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/Suspension(Noise)repe	ated after servicing	5		yes
Cooling system message		1		no
After fueling fuel gauge drops to empty		1		no
low coolant message appears		1		no
car would not start with key, but will remote only		1		no
car darts while driving		1		no

Total days out of service for all problems: _____

Signature of Titled Owner(s) ______ Date _____ Date _____ I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700

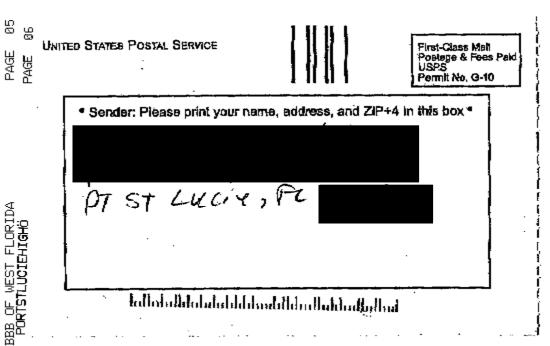
12/22/2008_10:39, 7275305863 PAGE BBB OF WEST FLORIDA ØЗ PORTSTLUCIEHIGHÖ Continued from Desection 4 Jour Service Steering / Suspension Billshultz Cherry 10/13/08 29753. Steering / suspension Bill Shultz Cherry 12/08/08 21,212 PAGE 04 your service

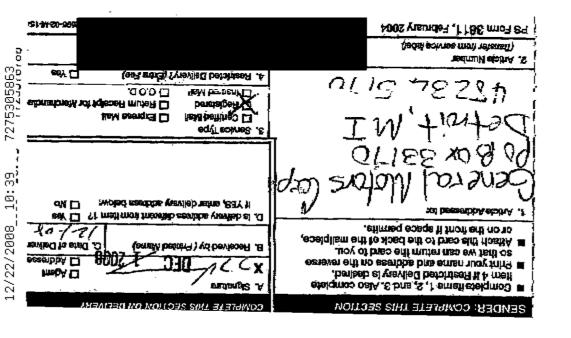
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12/22/2008 10:39 7275305863

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SUMMARY HISTORY DISPLAY

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USTOMER NAM OTAL R/O'S	105 7	total	SERV. DAY	68		Serial NO. 10 Make CV	12T51856F CHEVROLET
NH NA NA		MTT.00				OPERATION CODE,	DESCRIPTION
NH RO.NO. 1 325443	RO. DATE 08/28/2008	MILES. 19839	ADV/TECH A 675	ν π	Τ.	OPERATION CODE,	DESCRIPTION
1 323443	08/2000	12022	T 520	3.	W	10CVZ08	WONT START
			T 520		W	45CVZ	STEERING/SUSPENS
			T 520				STRERING DIAG.
			T 520	4	M	45CV209	Shocks/Struts
2 323324	06/04/2009	17017	A 690				
			T 425	1	W	20CV202	COOLING SYSTEM
3 322512	05/02/2008	160143	A 690			_	
			T 425		W	45CVZ	steering/suspens
			т 425		W	20CVZ02	COOLING SYSTEM
			т 425	3	W	0907201	FUEL SYSTEM CONC
4 318195	17/13/2007	10451	A 690				
	- ,		T 520	1	W	45CVZ	steering/suspens
			T 520	2	C	OICVE	RECOMENDED MAINT
			T 520		W		STEERING CONCERN
5 312081	06/01/2007	31,63	A 690				
3 JEAQUE	00/02/200/		T 567		Ŧ	OOCVE	LOF
6 310701	04/23/2007	1533	A 690			00012	77#1
0 310/01	04/43/2007	1008	T 567		~	46CVZ06	TIRE REFAIR
-	07/03/2006	-			•	40% V 200	LIND RDERIK
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			т 999	1	Ι	75CVZPDI	NEW VEHICLE PDI

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420) South U.S. 1 • PO Box 13029 • Fort Pierce, FL 34982 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325

			CELL:	
ULIFOMER NO. 40660	JOHN SHEPHERD	474 731	12/08/08	CVC53279
	85.00	MILEAGE 21,	212 SPORT RED M	STOCKNO
	06/CHEVROLET/MALIE	U/4DR SDN LT	03/13/07	DELIVERY MILES 02.
PORT SAINT LUCIE, FL	LG1ZT5185	6 F		PRODUCTION DATE
	F. T. F. ND.	P. O. NO.	12708/08	·
	фоммента			MO: 212
1. 456.VZ	sing and a state of the state o		LIMITED W	
NOISE IN STEERING / SUSPENSION GM CASE# 71-68380265 12/08/2008 VEHICLE ROAD TI STED BY FOR 13 MILES NO PROBLEM OF ANY SC TEST RELATING TO STEERING OF ANY SC TEST RELATING PREFORMANCE WITH STEERING NOTE: FRONT TIRES SHOW MEAR ON OU AS ROUTINE MAINTENCE AT SHOW AFAR ON OU BLETPO# 	IT WAS DESERVED ON ROAD ENSION NOISE ALSO OVERALL NG AND SUSPENSION WAS OK. T SIDE EDGE NEEDS ROTATION MILE INTERVALS. JOB # 1 TOTAL LABO DESERVICE INSTEAD JOB # 2 TOTAL LABO JOB # 2 TOTAL LABO TOTAL SERVICE INSTEAD JOB # 2 TOTAL LABO TOTAL SERVICE INSTEAD JOB # 2 TOTAL LABO	R & PARTS R & PARTS SUBLET ABOR. O.G. UBLET. O.G. ISC CHG. O.AX. O.G.	 manufacturer. The sel disclaims all warrantie disclaims all warrantie in plutpore, and nether as any other person to ass in connection with the service add under the term of 12,000 miles, while Goodwrench Service products have their ow as stated by the manufacture of 12,000 miles, while complaint. Congrantee that the service addition of the term of t	pplving to the pa with this estimate e offered by lier hereby express implied warranty less for a partici- sumes for it any lists erms of this estim- ranteed for 12 mon chever comes fi Plus and tan- m specific warrant thrar. Seller does work performed imate will correct a he description of the that date, the date your vehicle will estimate the date y is from the date y is form the date y is

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420 South U.S. 1 • PO Box 13029 • Fort Pierce, FL 34982 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325

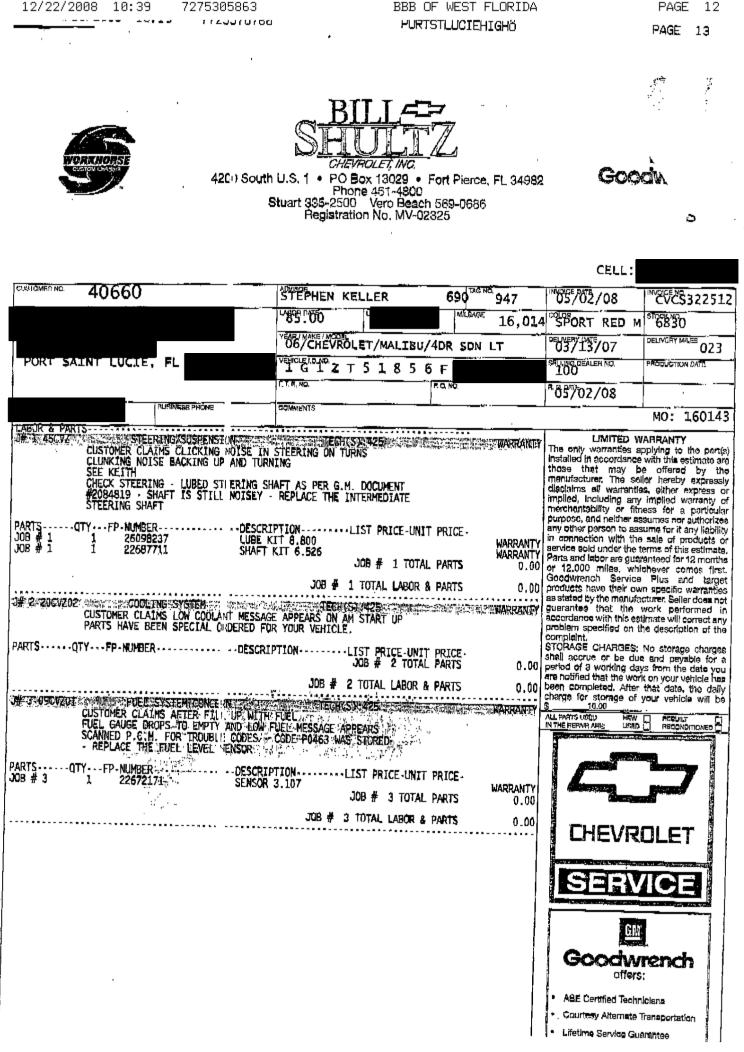


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4200 Sou	CHEVROLET, INC. CHEVROLET, INC. th U.S. 1 • PO Box 13029 Phone 461-480 Stuart 335-2500 Vero Bez Registration No. MV-	 Fort Pierce, FL 3498 0 ach 569-0686 	2 Goo d	dwnench
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CUSTOMEN NO. 40660	STEPH	EN MCVEY	675 ^{74G NO.} 510	08/28/08	₩CVCS325443
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PAGE 14 PAGE 15



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CHEVROLET, INC. 4200 South U.S. 1 • PO Box 13029 • Fort Pierce, FL 34982 Phone 461-4800 Stuart 335-2500 Vero Beach 569-0686 Registration No. MV-02325



Compatitive Up-Front Ericing

CELL: CUETOMICA NO. 690^{TAG NO.}285 40660 STEPHEN KELLER NY25/115/07 ₩CVC\$318195 -85 POD MILLAGE 10.451 SPORT RED M STREET OF BATT DELIVERY MILES 023 06/CHEVROLET/MALIBU/4DR SDN LT **゚゙゙゙゙゙゙゙゙゚ゔ゚ヹ゚ヺ**゚ヺヮヮ PORT SAINT LUCIE, FL ^ттсб. 1° z т 5 1 8 5 6 г BELLINODEALER NO. PRODUCTION DATE FTENO, O. NO ^ቡ <u>የ</u>ንም<u>13</u>/07 BUSINE R PHONE COMMENTS MO: 10451 LABOR & PART'' J# 1;450VZ LIMITED WARBANTY STRERING/SUSPENSION TECH(S):520 WARRANTY The only warranties applying to the part(s) installed in accordance with this estimate are CUSTOMER CLAIMS NOISE IN TEERING ON SHARP TURNS 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 essumes nor authorizes. ROAD TEST VEHICLE - CHECK FOR SERVICE BULLETINS AND UPDATES - PERFORM REPAIRS AS DESCIIBED IN G.M. DOCUMENT #1973984 THIS_DID_NOT REPAIR CONCE-N - REPLACED THE STEERING RACK сц_а AND SET TOP ÷ PARTS·····QTY···FP·NUMBER········--DESCRIPTION·······/LIST PRICE-UNIT PRICE-JOB # 1 TOTAL PARTS any other person to assume for it any liability in connection with the sale of products or 0.00 Parts and labor are guaranteed for 12 months or 12,000 miles, whichever comes first, Goodwrench Service Plus and target products have their own specific warranties JOB # 1 TOTAL LABOR & PARTS 0.00 1 OIL AWSA CHANGED ELSEWHIR DID NOT RESET J# 2:01CVZ as stated by the manufacturer. Seller does not OIL LIFE INDEX PLEASE RESUT guarantoe that the work performed in accordance with this estimate will correct any RESET OIL LIFE MONITOR problem apacified on the description of the complaint. STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days from the date you JOB # 2 TOTAL PARTS 0.00 are notified that the work on your vehicle has JOB # 2 TOTAL LABOR & PARTS been completed. After that date, the daily charge for storage of your vehicle will be \$____ 10.00 ALL PARTS USED IN THE REPAIR ADD: RECONDITIONED NEW [] WARRANTY JOB # 3 TOTAL PARTS 0.00 JOB # 3 TOTAL LABOR & PARTS 0.00 CHEVROLET COMMENTS -RIDER Goodwrench offers: ASE Contilled Technicians Courtesy Alternate Transportation Lifetime Service Guarantee

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WARNIN	Nik Faindant B		1998 🗋 :	STERNTOR [DI NUTLER DI	DOL N	INT. CHARGE CH	a as 1x6	POLLOW	1995 J. CHR					
	NG: Failend and B TE THAT THIS MO IV KNOWLEDGE T		in ects the	E ACTUAL (101	LAL OF 1	THE VEHICLE	DESCREET	L THE ODON	C TRA				6-06-12	-	10 J. 10 J.			
	nd: Friendand B The Thiat Thiat Like 17 Kanchar Edicas, T Dicht 17 Kanster 17 Kanster 17 Kanster 17 Kanster		×1.0	E ACTUAL (101	<u>1462 (</u> 377) 7647, TO T 1647, TO T	tine versione Na seet of Ma Coolecter Per	0690RB5 / 170WLB5 / 170WLB5	il the odge Conferences		AGAL WARD	1 THE ALCOL	NI USANA NETTAR 1	.6-96 2.22 10 (2)(2)(4)					
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history Januaria La

		STRAIGHT-PA	YM	ENT-LEASE REPURCHASE WOP	RKSHEET - BI		OMMON			
	File Number		Customer Name Worksheet Filled Out By:							
	71-679590782		Chris Wilsey							
				Draft-Add question marks beside	category (not	in de	ollar fields) to indicate incomplete info	ormation		
				Vehicle VIN:			Date:			
				1G1ZT51856F			February 10, 2009			
	USAGE FORMULAS			STRAIGHT REPURCHASE	- BASE		PAYMENT (CA, FL & WV) OR LEASE	REPURCHASE		
1	To calculate usage):	1	Base Price	\$20,490.0		Down Pmt / Cap Cost Reduction	\$0.00		
2	Use ONLY one of the 4 methods in	n this column or	2	Conversion / Upfit cost	\$0.0	0 2	Pmts (includes 1st month if lease)	\$0.00		
3	follow applicable lemon law formul	a for your state		Reg./Lic./Title Fees			Reg/Lic/Title Fees (leases only)	\$0.00		
4			4	State Fees			Tax (leases only)	\$0.00		
5	A. USAGE USING L.L. FORMULA			Prorated Gap	\$162.7	8 5	Aftermarket Items	\$0.00		
	Base Price/Total Repurch Price	\$0.00	6	Sales Tax/Other Tax			Other-Explain	\$0.00		
7	Mileage	0		Finance Charges			Other-Explain		Accrued th	
8	Denominator			GMPP (* only for WI)			Other-Explain	\$0.00		
	Usage	\$0.00		DIr Service Fee			Other-Explain	\$0.00		
10				Total Purchase Price	\$29,735.2	<mark>6</mark> 1(Total Additions	\$0.00		
11	B. USAGE - NEGOTIATED	\$3,948.84	11			1				
12			12	* Usage/Depreciation	\$3,948.8	<mark>4</mark> 12	2 * Usage/Depreciation	\$3,948.84		
13			13	Damage	\$0.0	0 13	3 Damage	\$0.00		
14	C. USAGE USING CENTS/MILE		14	Late charges	\$0.0	0 14	Late charges	\$0.00		
15	Mileage	0	15	Over-Allowance	\$0.0	0 15	o Over-Allowance	\$0.00		
16	Cents per mile	\$0.000	16	Negative Equity	\$0.0	0 16	Negative Equity	\$0.00		
17	Usage	\$0.00	17	Incentives			/ Incentives	\$0.00		
18			18	Other-Explain	\$0.0	0 18	Sec. Dep. (leases) if reimbursing above	\$0.00		
18 19			19	Other-Explain	\$0.0	0 19	Extended Service Contract	\$0.00		
	D. USAGE-CALIFORNIA ONLY		20	Other-Explain	\$0.0	0 20) Gap Insurance	\$0.00		
21	Base price section-Used when NOT	financed.		Other-Explain			Over Mileage Penalty	\$0.00		
22	"Actual Price Paid" (Base)		22	Total Deductions			2 Total Deductions	\$3,948.84		
	Mileage		23			23	8			
24	Usage	\$0.00	24	Repurchase Subtotal	\$24,786.4	<mark>2</mark> 24	Total Refund to Customer	-\$3,948.84		
25	OR		25	Loan Payoff good thru 02/28/09	\$21,583.9	0 25	DIr Buyout (lease) or Loan Payoff	\$0.00		
	Payment/Lease-Used when finance	ed.		Total Refund to Customer			6 (GMAC=DL quote) good thru xx/xx/xx	,		
27	"Actual Price Paid" (Pmt/Lease)	\$0.00		Attorney's Fees			7 Attorney's Fees	\$0.00		
	Mileage			Total Repurchase			3 Total Repurchase	-\$3,948.84		
	Any ext service contract (CA only)			NADA (Legal Only)			NADA (Legal Only)	\$0.00		
	Usage			Estimated Auction Value			Estimated Auction Value	\$0.00		
31		-		Projected Loss			Projected Loss	-\$3,948.84		
		• • • • • • • • •							1	
<u> </u>	PURCHASE PRICE (before t/t/t)	\$ 20,490.00			\$ 4,500.0			\$ 20,490.00		
	MSRP (FROM BARS INVOICE)	\$ 20,490.00		PAYOFF OF TRADE	\$ 6,956.03		INCENTIVE* (from BARS)	\$ 1,000.00		
	DIFFERENCE	\$-		DIFFERENCE	\$ (2,456.03	5)		\$ (200.00)		
<u> </u>	if positive look for over allowance		-	if negative=negative equity	¢ 4 500 0		ACTUAL PRICE	\$ 19,690.00		
<u> </u>					\$ 4,500.0		Do not includo fuel fill are dit			
<u> </u>	Authorized Cignoteria	Data	-	ACV OF TRADE	\$ 4,700.0		Do not include fuel fill credit			
<u> </u>	Authorized Signature	Date	-		\$ (200.0	リ	Include GM card points			
<u> </u>				ACV=actual cash value		_	Form Rev. 04/28/2006		Į	
I			1	ACV per OAOE form						



Manufacturer's Case Lookup System

12/19/08

12/19/08

Claim Sent to Mfr

Date Claim Taken

rhonda

rhonda

-										
ſ	CHV0852741-1R	Details For Case: CHV0852741-1R								
-		Case I	Number	CHV0852741-1F	R / 71-679	590782				
			VIN	1G1ZT51856F	-					
			Name							
		City-St		Port St Lucie, FL						
		-	Phone #	Fort St Eddle, TE						
				Rhonda Eakins reakins@council.bbb.org ext: 240						
		-			eakins@c	council.bbb.org ext: 240				
				12/19/08						
		Clo	se Date	01/28/09						
		Days	Elapsed	40						
		А	ttorney							
		Ar	bitrator	Mr. William J. W	adsworth					
		FTP Info pa	assed to	IBM						
		Req	Туре		Sent	Event Information (Location)				
		NEW	A02			VIN Taken with initial claim Rhonda Eakins Ext				
		UPDATE	A06			Arbitration Scheduled for 2:30 pm on 01/23/09				
			A06			Arbitration Scheduled for 2:30 pm on 01/23/09				
		UPDATE UPDATE	A06 A07			Arbitration Scheduled for 2:30 pm on 01/23/09 Repurchase was awarded				
		UPDATE	A08			Customer Accepts Final Decision				
		UPDATE	A09			Performance Due by 03/01/09				
		Time Line								
		Step Dated	Description		Dated By					
				rmance Attempt	N/A					
		03/01/09 01/29/09		romised Perf Date Acc/Rej to Mfr	rhonda rhonda					
		01/29/09		pts/Rejects Fin Dec						
		01/29/09		mer re: ARD	rhonda					
		01/28/09	Send Fin D	Dec/Reasons to Mfr	todd					
		01/28/09	Send Fin D	Dec Acc/Rej to Cust	todd					
		01/28/09	Decision F		todd					
		01/28/09		Review Outcome	todd					
		01/28/09 01/28/09		Rcvd-Not Reviewed	todd					
		01/28/09		all info for dec	todd					
		01/23/09	-		todd					
		01/23/09		g/Dt M Makes Offer						
		01/08/09	Send ATA	NOH to C,Mfr,Arb	nichelle					
		01/08/09		Inspect Info	rhonda					
		01/08/09		Checklist Rcvd	rhonda					
		01/07/09		pts/Rejects Offer	rhonda					
		01/07/09		d Adjustment	rhonda					
		01/07/09 01/07/09	Send HSB Draft ATA	GHECKIISI	rhonda rhonda					
		01/07/09		& Mfr/Sched Call	rhonda					
		01/07/09		pts/Rejects Offer	rhonda					
		01/06/09		d Adjustment	rhonda					
		01/06/09	Call Manut	,	rhonda					
		01/06/09	Call Custo	mer / Review Notes	rhonda					
		12/19/08	Date Clain		rhonda					
		12/10/08	Claim Sen	t to Mfr	rhanda					

Documents			
Select	Туре	Description	Date
	M05	Customer's ARD To Manufacturer	01/29/09
	ARD	Acceptance or Rejection of Decision	01/29/09
	ard	Acceptance or Rejection of Decision	01/28/09
	m04	Decision Letter To Manufacturer	01/28/09
	F-DEC	Decision	01/28/09
	csla	Customer's SLA	01/29/09
	m03	ATA To Manufacturer	01/08/09
	als	Arbitrator Listing Sheet	01/08/09
	als	Arbitrator Listing Sheet	01/08/09
	arbir	Arbitrator's Inspection Report	01/08/09
	noh	Notice of Hearing	01/08/09
	opn	Opening Statements	01/08/09
	sug	Suggested Hearing Format	01/08/09
	map	Map to Hearing Site	01/08/09
	ata	Agreement to Arbitrate	01/07/09
	veh	Vehicle Registration	12/22/08
	csdoc	Customer's suprt docs	12/22/08
	CCF	Customer Claim Form	12/22/08
	mrf	Manufacturer Response Form	12/19/08
	ccf	Customer Claim Form	12/19/08
	m01re	Customer Reopened Claim	12/19/08
	ccf	Customer Claim Form	11/13/08
	ccf	Customer Claim Form	11/13/08
	prgm	Program Summary	12/19/08
View Se	lected Documents		

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Global Warranty Management

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INFORMATION Redacted PURSUANT TO THE FREEDOM OF

Connect		Dece	ember 3, 2008 9:1	2 36 AM EST	
Global Warranty Management: Main > Interfa	ce With Customer				
INTERFACE WITH CUSTOMER					
View Vehicle Summary					
This screen allows GMVIS users to view the S Applicable Warranties, Transaction History, Se information and OnStar and XM Radio informa	rvice Contract(s)	if applicable, Warr	d Actions, Service anty Block, Branc	e Information, led Title	Fo:
Vehicle Information					
VIN: 1G8AL55F06Z	alo No	Model: ZAL6 Warranty Block: N	9-2006 ION.3 SE	DAN Status: Yes	
Field Actions: 0 Open		-	REQUEST ANOT		→ \
		a Warne a	170000000000000000000000000000000000000	The second secon	
	a	، « «	nemananan eta nemanan di kara 1977	Angenting, - of the Annal - an analogon - an angeneration - and an	→ <u>{</u>
Required Field Actions			Open field action	s are highlighted	→]
			,		
Vehicle has no current record of require					
	······································	9-1			_+ [·]
Service Information					
		formation			
Vehicle has no current record of outsta	naing service in				
Vehicle has no current record of outsta	nding service in			······	
Vehicle has no current record of outsta	naing service in		<u> </u>	• • • • • • • • • • • • • • • • • • •	
Vehicle has no current record of outsta	naing service in		<u> </u>	es are highlighted	
	Start Date	Effective Odometer	<u> </u>	• • • • • • • • • • • • • • • • • • •	
Applicable Warranties Valid Description Saturn 36/36K Bumper to Bumpe	Start Date er 07/19/2005	Effective Odometer 10 MI	Valid warrantie End Date 07/19/2008	es are highlighted End Odometer .36,010 MI	
Applicable Warranties Valid Description Saturn 36/36K Bumper to Bumper Saturn 72/100K Corrosion	Start Date er 07/19/2005 07/19/2005	Effective Odometer 10 MI 10 MI	Valid warrantie End Date 07/19/2008 07/19/2011	es are highlighted End Odometer .36,010 MI 100,010 MI	
Applicable Warranties Valid Description Saturn 36/36K Bumper to Bumpe	Start Date er 07/19/2005 07/19/2005	Effective Odometer 10 MI	Valid warrantie End Date 07/19/2008	es are highlighted End Odometer .36,010 MI	
Applicable Warranties Valid Description Saturn 36/36K Bumper to Bumper Saturn 72/100K Corrosion Saturn 96/80M Emission select	Start Date er 07/19/2005 07/19/2005	Effective Odometer 10 MI 10 MI	Valid warrantie End Date 07/19/2008 07/19/2011	es are highlighted End Odometer .36,010 MI 100,010 MI	
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Applicable Warranties Valid Description Saturn 36/36K Bumper to Bumper Saturn 72/100K Corrosion Saturn 96/80M Emission select components	Start Date or 07/19/2005 07/19/2005 07/19/2005	Effective Odometer 10 MI 10 MI	Valid warrantie End Date 07/19/2008 07/19/2011	es are highlighted End Odometer .36,010 MI 100,010 MI	
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Applicable Warranties Valid Description Saturn 36/36K Bumper to Bumper Saturn 72/100K Corrosion Saturn 96/80M Emission select components	Start Date or 07/19/2005 07/19/2005 07/19/2005	Effective Odometer 10 MI 10 MI	Valid warrantie End Date 07/19/2008 07/19/2011	es are highlighted End Odometer .36,010 MI 100,010 MI	
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M5003 -COMPREHENSIVE

VEHICLE TEST N2320 - Ignition and Start Switch Replacement

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- -

ZSET—Service

Event

ZSET----Service Event

11/19/2008

11/19/2008

0273452

0273452

56,304 MI

56,304 MI

P.002/027

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Global Warranty Management

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11/19/2008	0273452	ZSET—Service Event	E7680 - Steering Column 56,304 M Replacement	
03/15/2008	0267665	ZSETService Event	M5305 - REPAIR(S) 50,601 M RECOMMENDED	
01/11/2008	0266144	ZSET—Service Event	H0122 - Front Brake Rotor 49,897 M Refinishing	
01/11/2008	0266144	ZSET—Service Event	M5100 - BALANCE TIRE	
01/11/2008	0266144	ZSETService Event	N9995 - Customer Concern 49,897 M Not Duplicated	
01/11/2008	0266144	ZSET—Service Event	M5090 - DETAIL CAR 49,897 M (WAX & BUFF)	
03/19/2007	1114127	ZSET—Service Event	M5300 - 40,314 M	
07/05/2005	1102355	ZPDI—Pre- Delivery Inspection	Z7000 - 8 MI	

Service Contract

Vehicle has no current record of service contracts.

.....

Branded Title

مارد مدرد فارزون

Vehicle has no current record of branded titles.

Global Warranty Management: Site Map

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Global Warranty Management

December 3, 2008 9:13:22 AM EST

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

INTERFACE WITH CUSTOMER

View Vehicle Transaction History Detail

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

Model: ZAL69-2006 ION.3 SEDAN Warranty Block: No PDI Status: Yes - B: REQUEST ANOTHER VIN - View Vel - View Vel - Summary Job Card Date: 11/19/2008 - View Vel - Summary - View Vel - History E - History E - Investiga - Assemble - Cause Code: - Line Total: USD 0.00	VIN: 1G8AL55F06Z
→ View Vel → View Vel → Summar Job Card Date: 11/19/2008 Odometer Reading: 56,304 MI Authorization Code: - Investiga Customer Complaint Code: - Cause Code: -	ard Number: 0273452 ervice Agent: 164339 NOF OKLAHOMA CITY I-240 SERVICE ROAD DMA CITY OK 40561640000000 Date: Transaction Type:
Job Card Date: 11/19/2008 Odometer Reading: 56,304 MI Authorization Code: - - - - - - - - - - - - -	ervice Agent: 164339 NOF OKLAHOMA CITY I-240 SERVICE ROAD DMA CITY OK 40561640000000 Date: Transaction Type:
Job Card Date: 11/19/2008 Odometer Reading: 56,304 MI Authorization Code: Customer Complaint Code: Cause Code: -	ervice Agent: 164339 NOF OKLAHOMA CITY I-240 SERVICE ROAD DMA CITY OK 40561640000000 Date: Transaction Type:
Odometer Reading: 56,304 MI Authorization Code: → History L View Ve Informat Assembl Customer Complaint Code: Cause Code: -	ervice Agent: 164339 NOF OKLAHOMA CITY I-240 SERVICE ROAD DMA CITY OK 40561640000000 Date: Transaction Type:
Odometer Reading: 56,304 MI Authorization Code: Information Customer Complaint Code: Cause Code: -	NOF OKLAHOMA CITY I-240 SERVICE ROAD DMA CITY OK 40561640000000 Date: Transaction Type:
Authorization Code: 	I-240 SERVICE ROAD DMA CITY OK 40561640000000 Date: Transaction Type:
Customer Complaint Code: - Cause Code: -	
	08 ZSETService Event
	Line #: 4 Transaction Adjustment:
Line Total: USD 0.00	Dp M5088-COURTESY CAR WASH
Line Total: USD 0.00	I Part Number
	other Parts and/or Net Items
	Qty Part Number Description
	Net Item Code Description Z_SET
	•
Job Card Date: 11/19/2008	ard Number: 0273452
Odometer Reading: 56,304 MI	ervice Agent: 164339
Authorization Code:	I OF OKLAHOMA CITY I-240 SERVICE ROAD
	DMA CITY OK 40561640000000
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Hereichen Berten under einer Hereiten besteht der Berten und der Berten der Berten und der Berten berten besteht der Berten besteht der Berten berten besteht der Berten berten besteht der B Berten besteht der Berten besteht der	Dp M5003-COMPREHENSIVE VEHICLE TEST
Line Total: USD 0.00	other Parts and/or Net Items
n	Qty Part Number Description
	Net Item Code Description Z_SET

Global Warranty Management

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Page 2 of 4

	Job Card Date: 11/19/2008		Job Card Number: 0273452
	Odometer Reading: 56,304 MI		epair Service Agent: 164339
	Authorization Code:		ATURN OF OKLAHOMA CITY 04 S E I-240 SERVICE ROAD
		000	KLAHOMA CITY OK 405616400000
	Customer Complaint Code:	Service Event	
	Cause Code: -	on Adjustment: /itch Replacement	ob Card Line #: 2 Transactio abour Op N2320-Ignition and Start Swi Causal Part Number
	Line Total: USD 0.00		→See other Parts and/or Net Items
		Description	Qty Part Number 1 00000000010392423
		Description	Net liem Code Z_SET
we			
	Job Card Date: 11/19/2008		Job Card Number: 0273452
	Odometer Reading: 56,304 MI Authorization Code:		Repair Service Agent: 164339 CATURN OF OKLAHOMA CITY 104 S E I-240 SERVICE ROAD
	an an fair fair an	0000	OKLAHOMA CITY OK 40561640000
	Customer Complaint Code:	on Type: Service Event	Process Date: Transactic 1/25/2008 ZSET—S
	Cause Code: -	on Adjustment:	
	Line Total: USD 0.00		Causal Part Number
			→See other Parts and/or Net Items
an a	a a an geol a suid an Saintean an an Saintean Saintean Saintean Saintean Saintean Saintean Saintean Saintean Sa	Description COLUMNKIT,STRG Description	<u>Qty Part Number</u> 1 000000000019200757 <u>Net Item Code</u> Z_SET
	Job Card Date: 03/15/2008	·	Job Card Number: 0267665
	Odometer Reading: 50,601 MI Authorization Code:	0000	Repair Service Agent: 164339 SATURN OF OKLAHOMA CITY 404 S E I-240 SERVICE ROAD OKLAHOMA CITY OK 40561640000
Norma Congression de Co	Customer Complaint Code:	Service Event	
	Cause Code: -	ion Adjustment: VMENDED	Job Card Line #: 1 Transaction Labour Op M5305-REPAIR(S) RECOM
		-	
	Line Total: USD 0.00		Causal Part Number →See other Parts and/or Net Items

U.	lobal Warranty Management	I	Page 3 of 4
80 g T	Net Item Code Description	na na serie and series and series and series of the series o	 A = 1, −1, ∞ (q + 10) (1 + 10)
	Job Card Number: 0266144	Job Card Date: 01/11/2008	
	Repair Service Agent: 164339 SATURN OF OKLAHOMA CITY 404 S E I-240 SERVICE ROAD OKLAHOMA CITY OK 40561640000000	Odometer Reading: 49,897 MI Authorization Code:	
	Process Date: Transaction Type: 01/14/2008 ZSETService Event	Customer Complaint Code:	
	01/14/2008 ZSETService Event Job Card Line #: 5 Transaction Adjustment: Labour Op H0122-Front Brake Rotor Refinishing Causal Part Number	Cause Code: -	
		Line Total: USD 0.00	
	Job Card Number: 0266144	Job Card Date: 01/11/2008	
	Repair Service Agent: 164339 SATURN OF OKLAHOMA CITY 404 S E 1-240 SERVICE ROAD OKLAHOMA CITY OK 40561640000000	Odometer Reading: 49,897 MI Authorization Code:	
•	Process Date: Transaction Type: 01/14/2008 ZSETService Event Job Card Line #: 4 Transaction Adjustment: Labour Op M5100-BALANCE TIRE(S)	Customer Complaint Code: - Cause Code: -	
	Causal Part Number	Line Total: USD 0.00	
•••••	n an	an a	n ngang san sa
	Job Card Number: 0266144	Job Card Date: 01/11/2008	
	Repair Service Agent: 164339 SATURN OF OKLAHOMA CITY 404 S E I-240 SERVICE ROAD OKLAHOMA CITY OK 40561640000000	Odometer Reading: 49,897 MI Authorization Code:	
	Process Date: Transaction Type: 01/14/2008 ZSET—Service Event	Customer Complaint Code:	
	Job Card Line #: 3 Transaction Adjustment: Labour Op N9995-Customer Concern Not Duplicated	Cause Code: -	
	Gausal Part Number →See other Parts and/or Net Items	Line Total: USD 0.00	na in the state of
	4 0000000012089189	ription	
	Net Item Code Description		

Global Warranty Management

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Page 4 of 4

Job Card Number: 0266144	Job Card Date: 01/11/2008	
Repair Service Agent: 164339 SATURN OF OKLAHOMA CITY 104 S E I-240 SERVICE ROAD OKLAHOMA CITY OK 40561640000000	Odometer Reading: 49,897 MI Authorization Code:	
Process Date: Transaction Type: 1/14/2008 ZSET—Service Event Job Card Line #: 2 Transaction Adjustment:	Customer Complaint Code: 	
abour Op M5090-DETAIL CAR (WAX & BUFF)		
Causal Part Number	Line Total: USD 0.00	
Job Card Number: 1114127	Job Card Date: 03/19/2007	
Repair Service Agent: 121719 SATURN OF TULSA 7830 EAST 91ST STREET TULSA OK 91849678340000	Odometer Reading: 40,314 MI Authorization Code:	
Process Date: Transaction Type: 1/20/2007 ZSET-Service Event Job Card Line #: 1 Transaction Adjustment: Labour Op M5300- Causal Part Number	Customer Complaint Code: 0000-Converted Claim Cause Code: - Line Total; USD 0.00	
Job Card Number: 1102355	Job Card Date: 07/05/2005	
an na an Tanàna ao amin'ny tanàna mandritra dia mampikana amin'ny taona	Odometer Reading: 8 MI	
Repair Service Agent: 121719 SATURN OF TULSA 7830 EAST 91ST STREET TULSA OK 91849678340000	Authorization Code:	n an she
Process Date: Transaction Type: 11/20/2007 ZPDIPre-Delivery Inspection Job Card Line #: 1 Transaction Adjustment: Labour Op Z7000- Causal Part Number	Customer Complaint Code: 0000-Converted Claim Cause Code: -	
-See other Parts and/or Net Items	Line Total: USD 99.12	
Qty Part Number Description		
(

Global Warranty Management: Site Map

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© 2005 General Motors Corporation.

(FAX)15199793820

P.007/027

Search string entered:	Report of Prel ** Saturn	Product Liabil iminary Inves 1 Confidential lily Injuries	stiagtion	Print 1 12/3/	
Case Number	Last Name		VIN	Injury Seque	nce #
Location Code Driver's Name	Seating Posit	ion		×	
Injuries					
Where were injuries trea	nted?				
By whom?			,		
Seat Belt Usage?	Shoulder Belts?	Lap Belts?	2	-1 = Yes 0 = No or N/2	4
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rch string entered: 8AL55F06Z Case Number eneral Comments	Saturn Product I Report of Preliminary ** Saturn Confide General Comm Last Name	Investiagtion ential **	Print Date 12/3/2008		
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P.012/027

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ch string entere	zd:	Report of Prel ** Saturn	roduct Liability iminary Investia Confidential ** rmation: Person		Print Date 12/3/2008
Case Numl	ber La	st Name	V	IN	
Involved P	ersonnel Type			Status Indicator	(open / close)
Title	FN	MI	LN		
Address					
Home Pho	ne				
Work Phon	le				
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				n en transferi	

SuperCone

Search string entered: 1GBAL55F06Z	Report of Pa ** Sati	n Product Liability reliminary Investiagtion urn Confidential ** dent Information	Print Date 12/3/2008
Case Number	Last Name	VIN	
Other Vehicles Involved		Number of Vehicles	
Owner's Vehicle Turn Ov	ver		
Where can Vehicle Be Se	en		
Principle Use of Vehicle			
Weather			
Allegedly Defective Com	ponents		
Who Made Allegation of	Defect		
Vehicle Towed			
Estimated Vehicle Speed			
Source of Estimated Veh	icle Speed		
CAC Comments			and an
Tire Comments			
Left Front			
Right Front		· · · ·	
Left Rear Right Rear			
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ADDITION

CLAIMANT

ப்படங்கள் நிலக்கிலானில் இது இதலைக்கு பிரித்திக்கின் தினைக்கும் கிறிப்பில் கினைக்குக்கும் கிறிக்குக்கும் கிறைக்க பிறிப்பில் பிறித்துகளில் இது இதலத்தில் பிரித்திக்கின் தினைக்கும் கிறிப்பில் கிறைக்குக்கும் கிறிக்குக்கும் கிறைக்

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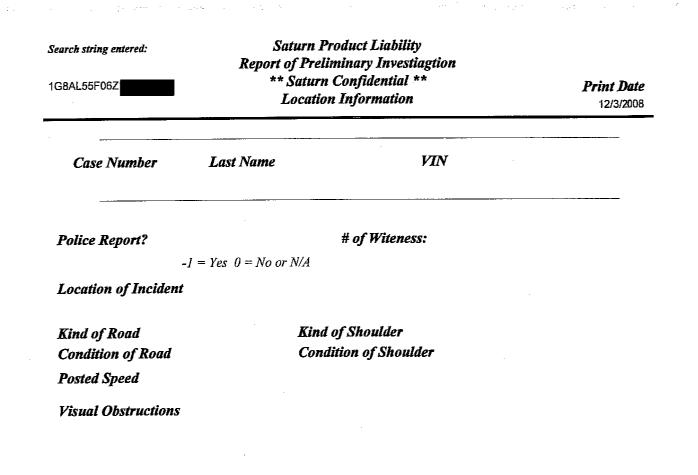
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P.017/027



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P.018/027

Case Number Last Name VIN Cher Vehicle MAKE/MODEL MAKE/MODEL Symbol Symbol Symbol By Whom Symbol Extent of Damage Symbol Kind of Damage Symbol	Search string entered:	Report of Prelin ** Saturn (oduct Liability ninary Investiagtion Confidential ** ty Damage	Print Dat 12/3/2008	
MAKE/MODEL Estimated Speed (MPH) By Whom Extent of Damage Property Kind of Damage	Case Number	Last Name	VIN		
Estimated Speed (MPH) By Whom Extent of Damaage <u>Property</u> Kind of Damage					
<u>Property</u> Kind of Damage Extent of Damage	Estimated Speed (MPH	0			
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Extent of Damage					
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2/03/2008 09:36			(FAX)15199793820	P.019/027
Search string entered:	Saturn Product Liabi Report of Preliminary Inve			e
1G8AL55F06Z	** Saturn Confidentia Resolution Informati	l **	Print Date 12/3/2008	
Case Number	Last Name	VIN		
Resolution Code				
Resolution Comments				
			· · · · · · · · · · · · · · · · · · ·	
	· · · · ·			

(FAX)15199793820

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earch string entered: G8AL55F06Z	Report of ** Si	urn Product L Preliminary aturn Confide cation, and It	Investiagtion	Print Da 12/3/200
Case Number	Last Name		VIN	· · · · · ·
# of Photos Taken:		WE	ATHER	
Selling Retailer	City		State	
Servicing Retailer	City		State	
Vehicle Inspected	Inspector Na	ime		
How was Saturn notij	fied on incident?	When	By whom?	Area assigned?
Incident Date				
Vehicle Inspector Na	me			-1 yes 0 no or n/a
Represented by attorn Bodily injury	ley	Other veh	icle(s) involved	
Defective Complaint		W	ho allegees defect?	

A Fax From:

FOXED 12-5-08 8:45

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Stephen Cannon – Service Manager

SATURN OF OKLAHOMA CITY By Bob Moore

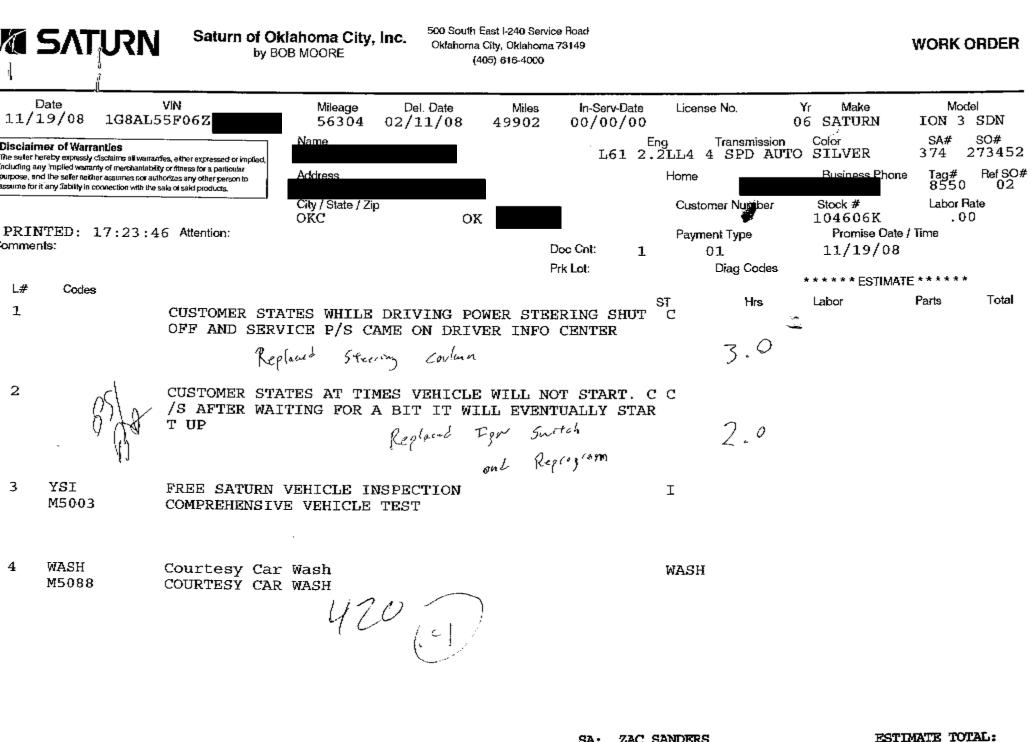
500 East I-240 Service Road Oklahoma City, Ok. 73149 Service Department Fax returns # 405-775-4681

Date: _____12/05/08 ATTENTION: Alicia White Concerning Claim #

Recipient Fax no.: 866-281-0326

Total Number of Pages Including Cover Page: 45

Stephen Cannon – 405-616-4000



	SA:	ZAC SAN	DERS		ESTIMA	111 1
I hereby authorize the repair work herein set form to be done along with necessary metanial and agree that you are not responsible for loss or damage to vehicle or articles led in valiticles in case of the there is no other cases beyond your control or for any delays caused by unavailability of parts or defays in parts strements by supplier or transporter. Thereby grant you and/your organize the parts and there is a second or the second set of the parts strements by purpose of lasting and/or inspection. An extreme there is the is band to choose of lasting and/or inspection. Not respon- sible.		HOURS	LABOR	PARTS	NT ITEM	
subject of issing allower distriction. An average direction of a bandw acknowledged on a bove vehicle to secure the amount of the repairs thereto. Not respon-		HAZDS	DISC	DEDCT	TAXES	3

MISC

TOTAL

A Fax From:

Stephen Cannon – Service Manager

SATURN OF OKLAHOMA CITY By Bob Moore

500 East I-240 Service Road Oklahoma City, Ok. 73149 Service Department Fax returns # 405-775-4681

Date: ____12/05/08 ATTENTION: Alicia White Concerning Claim #

Recipient Fax no.: 866-281-0326

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Total Number of Pages Including Cover Page: 45

Stephen Cannon - 405-616-4000

	ATE: 12/0. DATE: 12/0.		16:31:19					¥ OF OKLAHOMA CE HISTORY SU		V1610RG PAGE: 1 USER: SCANNOLL
Vehicle Year: 20	Туре: С)06	Mai	ka: Saturn				Owner Model	: : ION 3 SDN		Init Number: itock Number: 104606K
SO Num	Closed	\$A#	Mileage	Amount	LN#	RP#	Туре	Op Code	Description	Technician
273452	11/25/08	374	56304	1091.41	1 2 3 4	1 1 1 1	C C I I	E7680 N2320 M5003 M5088	COLUMN ASSEMBLY, STEERING - REPLACE SWITCH - REPLACE IGNITION COMPREHENSIVE VEHICLE TEST COURTESY CAR WASH	BRIAN ANDERSON (GM BRIAN ANDERSON (GM BRIAN ANDERSON (GM FRANCISCO FLORES
267665	03/26/08	716	50601	.00	1 2	1 1	I I	M5305 M5305	REPAIR(S) RECOMMENDED REPAIR(S) RECOMMENDED	JAIME PILAR (GMIN) JAIME PILAR (GMIN)
266144	01/14/08	829	49 89 7	557.03	1 2 3* 4* 5*	1 1 1 1	I I I I	X2079 M5090 N9995 M5100 H0122	CERTIFIED/INSPECTED DETAIL CAR (WAX & BUFF) CUSTOMER CONCERN NOT DUPLICATED BALANCE TIRE(S) BRAKE ROTOR REFINISH FRONT	TONY HUDDLESTON (G ROGER CAMPBELL TONY HUDDLESTON (G TONY HUDDLESTON (G TONY HUDDLESTON (G

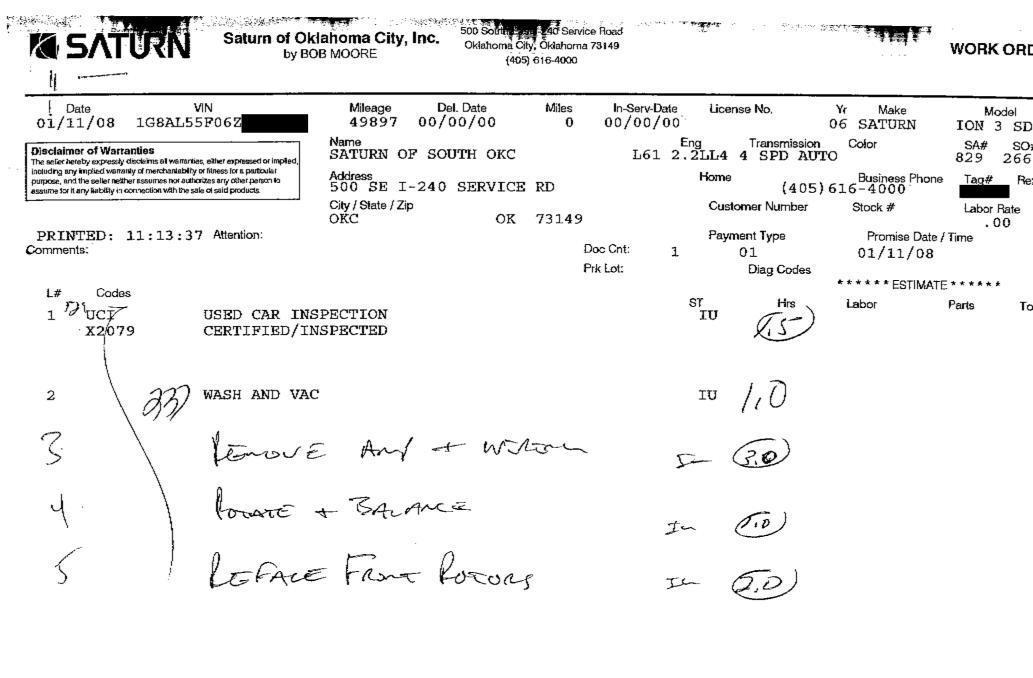
"*" Following the line number denotes added operation.

** End of Report **

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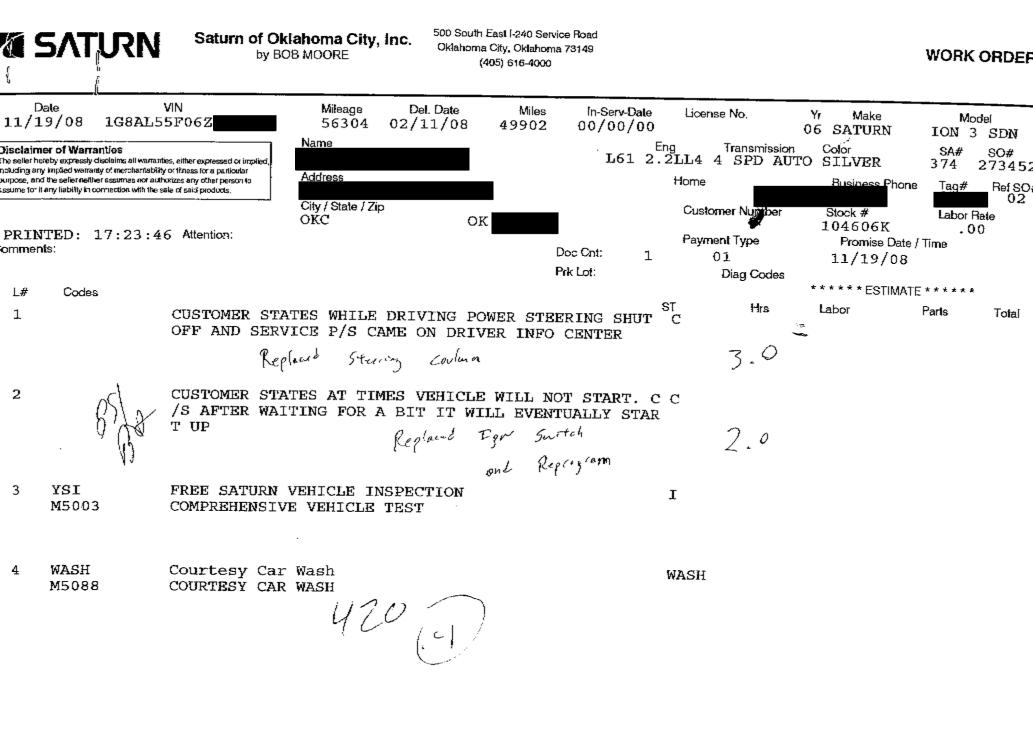
SA:	STEPHEN HOURS	CANNON LABOR	• •	ESTIMATE NT ITEM	TOTAL: MISC
	HAZDS	DISC	DEDCT	TAXES	TOTAL

I hereby authorize the repair work herein set with to be done along with necessary material and agree that you are not responsible for loss or damage to vehicle or antices left in vehicles in case of fire, thet or any other cause beyond your control or to any delays caused by unavailability of parts or delays in parts shipmants by supplier or transporter. I hereby grant you and/or your employees petholssion to operate the vehicle herein described on streets, high mays of elsewhere for the purpose of vehicities in case of the repairs the train is hereby adknowledged on above vehicle to serve the amount of the repairs thereto. Not responsible for damage from freezing due to anti-freeze.

K SATU	RN Saturn of Oklahoma City, Inc. by BOB MOORE 500 South East I-240 Service Road Oklahoma City, Oklahoma 73149 (405) 616-4000	SERVICE INVOICE
	** ACCOUNTING COPY **	
	DATE/TIME IN: 1/11/2008 11:13 DATE/TIME OUT: 1/14/2008 CA: STEPHEN CANNON (GMIN) DOC COUNT: 1 PAG	
SATURN OF SOU 500 SE I-240 OKC		
LINE 1	USED CAR INSPECTION	
REPAIR 1 OPCODE: X2079 HRS: 1.50 PRIMARY TECH:	SALE RATE: A COST RATE: A COST: 27.00 SALE TYPE: IU	\$120.95
PARTS OT SN	DESC FP QTY PRICE COST ST 5W30 BULK MOTO N 5 1.885 7.25 IU 12605566 FILTER-OI N 1 4.784 3.68 IU	\$9.43 \$4.78
	LINE TOTAL \$37.93	\$135.16
LINE 2	WASH AND VAC	
REPAIR 1 OPCODE: M5090 HRS: 1.00 PRIMARY TECH:	SALE RATE: A COST RATE: A COST: 11.00 SALE TYPE: IU	\$45.00
	LINE TOTAL \$11.00	\$45.00
	REMOVE AMP AND WIRING	
REPAIR 1 OPCODE: N9995 HRS: 3.00 PRIMARY TECH:	CUSTOMER CONCERN NOT DUPLICATED SALE RATE: A COST RATE: A COST: 54.00 SALE TYPE: IU 529	\$210.00
PARTS SN	DESC FP QTY PRICE COST ST 12089189 SPLICE N 4 1.729 5.32 IU	\$6.92
	LINE TOTAL \$59.32	\$216.92
LINE 4*	ROTATE AND BALANCE TIRES	~ ~ ~ ~ ~ ~
REPAIR 1 OPCODE: M5100 HRS: 1.00 PRIMARY TECH:	BALANCE TIRE(S) SALE RATE: COST RATE: A COST: 18.00 SALE TYPE: IU	\$44.95

DISCLAIMER OF WARRANTIES

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



_		SA:	ZAC SANI	ERS		ESTIMA	TE TOTAL:
	I hereby aufborize the repet work herein set forth to be done along with necessary msterial and agree that you are not responsible for toss or damage to vehicle or affidies let in vehicles in case of fire, thet or any other cause beyond your control of for any others for any other caused by unavailability of parts or delays in parts shipments by a to operate the vehicle herein destribed on streets, highways or elsewhere for the ochoold by unavailability of parts or destribution of the repair with respon- or the other streets of the section of the repair of the responsible for the section with the vehicle herein destribution of the repair for the other section of the repair of the section of the repair of the section of the repair of the section of the section of the repair of the section of the repair of the section of		HOURS	LABOR	PARTS	NT ITEM	MISC
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Μ SΛTU	RN ^{Sat}	urn of Oklahoma by BOB MOOF	a City, Inc	500 S Okla	South East I-24 homa City, Ol (405) 616	40 Service Road Klahoma 73149 5-4000	SERVICI INVOICI
		** 7	CCOUNTI	NG CO	PY **	· · · · · · · · · · · · · · · · · · ·	
SO# 273452 E TAG# 8550 S	ATE/TIME A: ZAC S	IN: 11/19/20 ANDERS	08 17:2	3	DATE/TI DOC	IME OUT: 11/25/2 C COUNT: 2	008 16:32 PAGE: 2
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REPAIR 1 OPCODE: M5003 HRS: PRIMARY TECH:	SA	NSIVE VEHICL LE RATE: A	E TEST COST	RATE	: A SALE	COST: TYPE: I	\$.0C
				LINE	TOTAL	\$.00	\$.00
LINË 4	Courtesy	Car Wash			• • •		
REPAIR 1 OPCODE: M5088 HRS: .40 PRIMARY TECH:	SAI	CAR WASH JE RATE:	COST	RATE :	a Sale	COST: 4.00 TYPE: WASH	\$8.00
				LINE	TOTAL	\$4.00	\$8.00
06104 32400 46000 46700 05504 06506	ALE AMT 35.00- 54.96- 474.60- 690.30- 47.46 69.03 138.37 8.00- 8.00	COST AMT 90.00 339.25 4.00	CNTL NO		LABOR LABOR PARTS PARTS MISC M TAX (O	DISCOUNT DISCOUNT ATERIALS KLAHOMA STATE) ER TOTAL	
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DISCLAIMER OF WARRANTIES

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

SATURN	Saturn of O by E	klahoma City, OB MOORE	Oklahoma	East I-240 Servi a City, Citlahoma 405) 616-4000	ce Road 173149	, to	CLOSE	-	WORK OR	DER
sclaimer of Warranties	VIN 55F06Z	Mileage 50601 Name	Del. Date 02/11/08	Miles 49902	In-Serv-Da 00/00/0		inse No. Transmission	Yr Make 06 SATURN . Color	Mcdel ION 3 SD	
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1	CUSTOMER STAND NT DOOR IS 1	ATES WEATHE LOOSE	RSTRIP AT	BOTTOM ()F LEFT F	ST 'RO IU	Hrs	Labor		otal
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M5088	Courtesy Car COURTESY CAR	Wash				MASH	г >			

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Y	HAZDS	DISC	DEDCT	TAXES	TOTAL

	RN Saturn of Oklahoma City, Inc. ^{500 Sc} by BOB MOORE	OMA City ()klahoma 70176	SERVIC INVOIC
	** ACCOUNTING COP	۲¥ **	
SO# 267665 I TAG# 7699 S	DATE/TIME IN: 3/15/2008 13:02 E CA: JAIME PILAR (GMIN)	DATE/TIME OUT: 3/26/2008 16 DOC COUNT: 1 PAGE:	5:31 1
OKC		TRN ION 3 SDN SILVER 1 2.2LL4 4606K UT 50601 / 50601	
		N: BRADFORD, RICKEY	
LINE 1 TECH COMM:	CUSTOMER STATES WEATHERSTRIP AT B NT DOOR IS LOOSE NEC TO REPLACE WEATHERSTRIP NO WO		
REPAIR 1 OPCODE: M5305 HRS: PRIMARY TECH:	REPAIR(S) RECOMMENDED SALE RATE: A COST RATE: 716	A COST: SALE TYPE: I	\$.00
	LINE	TOTAL \$.00	\$.00
LINE 2 TECH COMM:	CUSTOMER STATES HEADLINER IS COMIN REAR CORNER NEC TO REPLACE HEADLINER NO WORK I		-
REPAIR 1 OPCODE: M5305 HRS: PRIMARY TECH:	REPAIR(S) RECOMMENDED SALE RATE: A COST RATE: 716	A COST: SALE TYPE: I	\$.00
	LINE	TOTAL \$.00	\$.00
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DISCLAIMER OF WARRANTIES

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Gυ

Harris N.A. Contract Status



Customer Information

Applicant Name:	
Co Applicant Name:	
APS#:	2405893
Status:	Funded

V	ehicle Information
N/U/D-Year:	Used 2006
Make;	Saturn
Model:	lon
VIN#:	1G8AL55F062

Financing Information

Product:	Retail
Term:	60
Amount Financed:	\$11,206.00
Customer Rate:	4.65%
Buy Rate:	4.07%
Dealer Reserve:	\$175.00
Booking Date/Time:	02/16/2008 03:19 PM

		Analyst Information	
Name:	BOB GRUS\$-IE3	Phone Number:	(847)434-2718
		Decision History	
	£	Back to Contract Status	
C	20200	11,206	
	20500	$11,200$ \sim	60 /
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,	M		
		(+#	kac #
g(m 0) # 1	l	(ust# 02-18	kec# 0218.
TC TC) Dea	5C :	
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Date: February 18, 2008

ACH DEPOSIT NOTIFICATION

Please be advised that the processing of the following item has been completed and the funds transmitted to your bank for ACH credit to your account:

Customer NameApplication IDDollar Amount2405893\$11,206.00

The funds should be deposited to your account in two business days from the date of this letter. Should you have any questions regarding receipt of your payment, please contact your financial institution.

As always, we appreciate your business.

Used Vehicle	DKC					
					Salesman 1	RICKEY # 840
Date 02/14/08	Stock#	104606K			Salesman 2	angeographic elements of the second second
Pull jacket & chec	★ Serie⊯ c	Title or MSC	j.		Customer	
Check to see if 83	300 needs	to be filed with	vaş ⊎de		t or buyers order	
				rino: Ask qu	lestions if you are	e not sure,
Year 2006	Make	SATURN		Mode		VIN 6Z
Odo 8.49,902 🐨 Wa	rr 👘 📰	1		Cti 1	Desc	VIN 6Z
SALE	44600B	10898.0	0 ~	104606K		
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Reconditioning	64700B					uns Groen and Anna Anna Anna Warn Groeg
Reconditioning	64600B	-753.8	9 ~	104606K		
VARIANCE	30009	-100.0		104606K		CARENCES DEV. AND AND AND AND
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We Owe	30003	0.00)~	104606K	64700B	TOFICT
Salesman Fund	27401		~	SPIFF		
Cash To Customer	22501		<u>i</u>	104606K		Finance Mgr 3706
Cash	22501		+	104606K]	Finance Mgr #2
Cash DE Reserve	22501	0.00)+	104606K		UC Buyer RON
	33200		-1-		NAME OF BAN	K.
Contract in Transit ACQ Fee	20500	11206.00	빗+	104606K	HARRIS	200 0 0 1/11/2008
Advertising	20500			104606K	ĺ	Day Dut 2/11/2008
Advertising	32107	180.00		104606K		
Draft	30007 20501	-180.00		104606K	Í	HOLEIDAYE II 31
	22501		+	104606K		Ministriowners -
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Lien Entry Fee	22504	<u>-198.00</u> -10.00		104606K		Dave and the subset of the other than the subset of the
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Finance Reserve chang				ADJENES C	df.nodinylhcome	
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Cr Life Comm 40%	80900		-	3706		
A&H Payable 60%	30001	<u></u>	-	A&H #		
A&H Comm 40%	80900		-	3706		
ESC Payable ESC Sale	30002	0.00	-			
ESC Cost	45500 65500		ĩ	3706		
ESC Payable		a a cara a dar ga	+	3706		
ESC Payable	30002	0.00	-	3706		
ESC PACK	65500	0.00		PACK		
Data Dots Payable	30002	0.00	~		IF FORGHADE MAR	
Data Dots Sale	45600		~	3706		
Data Dots Cost	65600		+	3706		
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Data Dots Payable	30002	0.00		3706		
GAP Payable	30002	0.00	-	ing a the second second		
GAP Sale	45400		-	3706		
GAP Cost	65400		+	3706		
GAP Payable	38602.8	<u>e i cuu</u>	<u> </u>	3766		
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URP Payable	30002	0.00	-	3706 3708		
URP Payable	30002	0.00	+	3706		
Payoff on Trade	30100	0.00	-	104606K		
ACV Trade 1	24	i	+			
ACV Trade 2	24	0.00				
Branding	24	0.00	+	0		
Branding	32407.4					
Gas Allowance	25. CA	00.04				
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UC warr reserve	24	0.00		0	WRITEUP	
UC warr reserve	33300	0.00	~	0		

SATURN OF SOUTH OKC

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Customer		Salesman	Ric	Key
Yr <u>06</u> Make <u>SATU</u>	<u>ل Model ال</u>	<u>_(</u> Stock# <u>_[04</u>		
Trade Difference + (Including Doc Fee) ACV +	11 196	Acctng Cost or Inv. We Owe	+	9891.
—		We Owe		
Processing Fee	198	We Owe	·	
Dama Dú		=Total Acctng Cost		9091
··· ······		less Total Sale	-	
1et Devenant			-	10898
Converte De la		= Acctng Gross	=	1007.
Lingun Tau				1057
DE Reserve -		Accounting Gross	+	1007.
VAL	115-	Less Pac	-	600
	100	=Commission Gross		_ 407
		F&I Commission	+	
	•••	Commission 1	+	100
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BBB AUTO LINE Customer Claim Form

Case number: SAT0853782 Contact Date: 12/02/08 Start Date:

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

SECTION 1: CUSTOMER INFORMATION

Titled owner:			
Mailing address:			
City: Oklahoma City	Sta	e: OK	Zip code:
Day phone:	Evening phone:		Cell phone:
Fax:	E-mail address:		

SECTION 2: VEHICLE INFORMATION

Make: Saturn	Model:	Ion3	_{Year:} 2006	Current mileage: 55000			
Name(s) that appears on the veh	icle title:						
Selling dealer/city/state: , , OI	<						
Primary Servicing dealer/city/s	Primary Servicing dealer/city/state: Bob Moore Saturn,						
Acquired as 🔲 new 🛛 used [demoI	eased Is	the vehicle in your pos	session? 🛛 yes 🔲 no			
Purchase/lease date: 01/15/08		М	ileage at purchase/lease	2:			
First repair attempt date: 11/15	/08	Fi	rst repair attempt milea	nge: 55000			
How often is the vehicle used for business purposes (percentag	e): 0 9	Number o	f vehicles owned by the business:	Transmission type: 🛛 Automatic 🔲 Manual			
Has the vehicle been in an accide			·	Date of accident:			
Description of damage							

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

Refund of \$1,138.37 in repair costs. The vehicle was sold as "excellent" condition and this is a well-known problem with Saturn Ions. A brief internet search showed these are well-known problems (http://www.consumeraffairs.com/automotive/saturn_ignition_lock.html).

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

VEHICLE INDENTIFICATION NUMBER	
Lienholder/Leasing Company	Phone Number
Account Number	-

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Power Steering failed, nearly causing fatality		1		no
Ignition Switch failed, stranding spouse		1		no

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____ Date _____ I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with <u>copies</u> of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE 4200 Wilson Blvd., Suite 800 Arlington VA, 22203-1838 Fax: 703-247-9700



General Motors

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

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

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

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

Please note:

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

A claim seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty. A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered. The customer will be responsible for turning over the vehicle with all of the original equipment and without abnormal wear or damage evident on the vehicle. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Repair or reimbursement claims that are not covered by the General Motors New Vehicle Limited Warranty but are covered by a service contract.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Claims involving a vehicle defect if the customer alleges either as part of the BBB AUTO LINE claim or at any other time that the vehicle defect has caused bodily injury.
- Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple damages.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and General Motors.

OTHER IMPORTANT INFORMATION

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

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

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

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

Eligible Claims

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

Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.

The customer's vehicle must be:

- Owned or leased in the name of an individual;
- Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- Covered by a United States warranty.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle.
- Repurchase of the vehicle.
- Replacement of the vehicle if it was purchased or leased new

Repairs/Reimbursement for Repairs

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

Repurchase or Replacement

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The alleged defect does not meet General Motors specifications for the particular make and model vehicle, provided that specifications pertaining to the defect were given to the arbitrator;
- The alleged defect continues to exist at the time of the hearing; and

• The alleged defect was subject to repair at least three times by an authorized General Motors dealer.

If a repurchase or replacement is awarded, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- **Leased vehicle repurchase** To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- **Replacement of a vehicle purchased or leased new** The customer will receive a new and substantially identical vehicle (not including modifications or additions after the vehicle's purchase/lease) from the same model year or, if one is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

Important: Replacement is not an available remedy if the current customer purchased or leased a **used** vehicle.

Deductions/Exclusions from a Repurchase or Replacement Award

• The repurchase or replacement award will be reduced for the customer's use of the vehicle using the following formula:

Use	# miles attributable to the customer		Vehicle purchase
Deduction/ =	<u>at the time of the arbitration hearing</u>	х	price or gross
Payment	100,000		capitalized cost

- The award may be reduced based on damage to the vehicle exceeding normal wear and tear.
- The award will not include debt from a previous transaction.
- The award will not include any manufacturer rebate or manufacturer-sponsored credit card earnings the customer received or used as a downpayment or capitalized cost reduction.

STANDARDS OF THE OKLAHOMA LEMON LAW

The following is a brief explanation of most relevant provisions of the Oklahoma lemon law. The complete text of the lemon law can be found at Oklahoma Stat. Ann. Title 15, § 901.

VEHICLES COVERED

The Oklahoma lemon law covers any motor vehicle required to be registered in the state. The lemon law covers used vehicles but does not cover vehicles above 10,000 pounds gross vehicle weight and the living facilities of motor homes.

CONSUMERS COVERED

The lemon law covers the following "consumers":

- 1. The purchaser, other than for purposes of resale, of a motor vehicle;
- 2. Any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; and
- 3. Any other person entitled by the terms of the warranty to enforce its obligations.

The lemon law appears not to cover a lessee.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

The lemon law covers any defect or condition that substantially impairs the use and value of the motor vehicle to the consumer. This is referred to as a *nonconformity*.

The lemon law provides manufacturers with an affirmative defense if it can be shown that the alleged nonconformity does not substantially impair the use and value, or the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle.

MANUFACTURER'S DUTY TO REPAIR

If a motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity directly and in writing to the manufacturer, its agent or authorized dealer during the term of the express warranties or a period of one year following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the vehicle to the express warranties.

The necessary repairs must be made even after the expiration of the term of the express warranties or the one year period.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a *reasonable number of repair attempts*, the manufacturer must either replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The Oklahoma lemon law establishes a *presumption* that a reasonable number of repair attempts has been undertaken to conform a motor vehicle to the applicable express warranties if, within the express warranty term or during the period of one year following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, either of the following occurs:

- 1. The same nonconformity has been subject to repair four or more times by the manufacturer, its agents or authorized dealers, but the nonconformity continues to exist; or
- 2. The motor vehicle is out of service by reason of repair for a cumulative total of 45 or more calendar days.

The term of an express warranty, the one year period, and the 45 day period are extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

NOTICE AND OPPORTUNITY TO REPAIR

The presumption that a reasonable number of repair attempts has been undertaken does not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer, and has had an opportunity to cure the defect alleged.

DISPUTE RESOLUTION

If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.

TIME PERIOD FOR FILING CLAIMS

Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2004, Council of Better Business Bureaus, Inc.

REMEDIES UNDER THE OKLAHOMA LEMON LAW

REPURCHASE

The Oklahoma lemon law sets out the following amounts that a manufacturer must pay when it repurchases a motor vehicle under the lemon law:

- 1. The full purchase price; and
- 2. All taxes, license, registration fees and all similar governmental fees, but excluding interest;
- 3. Less a reasonable allowance for the consumer's use of the vehicle.

Refunds must be made to the consumer and lienholder, if any, as their interests may appear.

The reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first written report of the nonconformity to the manufacturer, its agent or authorized dealer, and any subsequent period when the vehicle is not out of service by reason of repair.

REPLACEMENT

When replacing a vehicle under the Oklahoma lemon law, the manufacturer must replace the motor vehicle with a new motor vehicle. The reasonable allowance for use appears not to apply to a replacement.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2004, Council of Better Business Bureaus, Inc.



December 2, 2008

ALICIA ROBINSON-WHITE SATURN P O BOX 33171 DETROIT MI 48232-5171

Re:m01 SAT0853782: vs Saturn Corporation

Dear Madam/Sir:

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

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

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

Sincerely, William Clopton at Extension 502

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

Customer: SR #: 71-680121893 BBB#: SAT0853782

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	10998.00
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 15225.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= -4227.00
(If positive, look for Overallowance)	

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

Section 2

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

Section 3

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

Section 4	
Purchase Price	10998.00
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 0.00
(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	= 10998.00
Price. This is the Actual price of the vehicle that should be presented to the BBB on	
the Agreement to Arbitrate (ATA).	

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

A Fax From:

Faxed 12-5-08 8:45

į.

Stephen Cannon – Service Manager

SATURN OF OKLAHOMA CITY By Bob Moore

500 East I-240 Service Road Oklahoma City, Ok. 73149 Service Department Fax returns # 405-775-4681

Date: <u>12/05/08</u> ATTENTION: Alicia White Concerning Claim #

Recipient Fax no.: 866-281-0326

Total Number of Pages Including Cover Page

Stephen Cannon - 405-616-4000



Saturn of Oklahoma City, Inc. by BOB MOORE

500 South East I-240 Service Road Oklahoma City, Oklahoma 73149 (405) 616-4000

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DISCLAIMER OF WARRANTIES

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



Saturn of Oklahoma City, Inc. by BOB MOORE

500 South East I-240 Service Road Oklahoma City, Oklahoma 73149 (405) 616-4000

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

A Fax From:

Stephen Cannon – Service Manager

SATURN OF OKLAHOMA CITY By Bob Moore

500 East I-240 Service Road Oklahoma City, Ok. 73149 Service Department Fax returns # 405-775-4681

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Total Number of Pages Including Cover Page: 45

Stephen Cannon - 405-616-4000

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Deal #: 49054 Contra Auth Code : F&I Mgr: BLACK, SHA		(11/2008 Slsp 1: BRA Slsp 2: Slsp 3:	DFORD, RICKEY
Name : Address . : City/St/Zip: OKC, OK County : OK		Home Work	Phone: Phone:
Vehicle Sold Stk #: 104606k Year : 2006 Make : SATURN Model: ION 3 SDN Color: SILVER Miles: 49902 VIN : 1G8AL55F06Z	Trade In 1	Trade In 2	Trade In 3
Ignition Key:	Trunk Key:	Keyless:	
Selling Price :	Sale 10998.00	Cost 566.78	Reserve
Aftermarkets Trade In Allowances : Documentary Fees Taxes . LTRI Fees . Other Fees	00 00 198.00 00 00 10.00	.00 .00	.00
Service Contract : PDI Insurance : Decr C/L Insurance . : Level C/L Insurance . :	.00	00 00 00 00	.00 .00 .00 .00
A&H Insurance : Total Selling Price . : Trade In Payoffs : Balance Due :	11206.00	.00	.00
Cash Down	.00		
Amount Financed : Rebates/Cash Allowance:	.00		175.00
Total :			175.00
Lienholder Name : Lienholder Address . : Lienholder City/St/Zip: Lienholder County :	PO BOX 66031		
060 Payments 6 \$ 21	0.07 Financ	e Rate: 4.6500 % Bu	y Rate: 4.6500 %
FE Gross \$ 10431.22 + Hold Back \$.00	BE Gross \$	175.00= Total Gros	s \$ 10606.22

福 HARRIS

Approval Notification

Date:February 12, 2008To:SATURN OF OKLAHOMA CITY *ACH*Attn:FINANCE DEPARTMENT

Application Information:

Primary Applicant Name:

Social Security #:

Joint Applicant Name:



Co Applicant Name:

Account Information:

Product Label:Credit Analyst:BOB GRUSS-IE3Analyst Phone Number:847 434 2718Approved Amount:\$11,206.00

Application Reference #:2405893Approved Term:60Approved Rate:4.65

Program Stipulations:

APPROVAL INCLUDES LICENSE, TITLE & TAXES. Both to sign

Comments;

Collateral Information Make: Saturn Model: Ion Year: 2006 VIN;

SATURN OF SOUTH OK CITY			405 - 6	LEPHONE NUMBER	
		CANT'S CREDIT S			405 - 631 - 7263
O Individual Crodit Check Appropriate □ ⊗ Joint Credit Böx ☑	If you are ap as the basis If you are app		ne and re(ying on . complete only S	your own income or asse ection A	s and not the income or assets of another pars
Community Property State Business Application *			Applicant		Co-Applicant
	or the vohicle You must sign	will be located in a community proper, will be located in a community proper this application. Your spouse must	rty state (Arizona,Ci rty state, please i Bign this apolicatic	elifornia, Idaho, Louislana, I complete Section A about to poly if s/be wishes to b	Co-Applicant Navada,New Moxico,Texas,Washington or Wis yourself and Section B about your spouse. a 8 Co-Applicant.
A. Applicant's Personal Credit Inform	mation				a complicant.
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DDITIONAL COMMENTS				

AGREEMENT

The words "you", "your" and "yours" mean each person submitting this application and any non-Applicant spouse whose information is provided if the Applicant resides in a community property state or the vehicle may be located in a community property state. The words "we", "us", "our" and "ours" as used below refer to us, the dealer, and to the financial institutions selected to receive your application to which we may assign your contract and whose names and addresses we have disclosed to you.

You authorize us to submit this application and any other application submitted in connection with the proposed transaction to the above-referenced financial institutions. This application will be reviewed by such financial institutions on behalf of themselves and us the dealer. In addition, as permitted under the Fair Credit Reporting Act, you authorize such financial institutions to disclose information about you or submit your applications to other financial institutions for the purpose of evaluating your request for credit.

You agree that we may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with the proposed transaction and any update, renewal, refinancing, modification or extension of that transaction. You also agree that we or any affiliate of ours may obtain one or more consumer credit reports on you at any time whatsoever. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report.

You agree that we may verify your employment, pay, assets and debts, and that anyone receiving a copy of this is authorized to provide us with such information. You further authorize us to gather whatever credit and employment history we consider necessary and appropriate in evaluating this application and any other applications submitted in connection with the proposed transaction.

We may keep this application and any other application submitted to us, and information about you whether or not the application is approved. You certify that all of the information on this application and in any other application submitted to us, is true and complete. You understand that false statements may subject you to criminal penalties. You also understand that each dealer and tinancial institution will rely on the information on this application in making its decision on your application.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

STATE NOTICES

California Residents: An applicant, if married, may apply for a separate account.

New Hampshire Residents: If this is an application for balloon financing, upon request and before entering into the balloon payment contract, you are entitled to receive, upon request, a written estimate of the monthly payment amount that would be required to refinance the balloon payment at the time such balloon payment is due based on the creditor's current refinancing programs. A balloon contract is an installment sale contract with a scheduled final payment that is at least twice the amount of the one of the earlier scheduled equal periodic installment payments.

New York Residents: In connection with your application for credit, we may request a consumer report from a consumer reporting agency (credit bureau), which contains information on your credit worthiness, credit standing, personal characteristics and general reputation. If we grant you credit, we or the person(s) extending credit or holding such credit account may order additional consumer reports in connection with any update, renewal or extension of the credit. If you ask, you will be told whether we requested a consumer report and if we did, we will tell you the name and address of the consumer reporting agency that gave us the report.

Ohio Residents: Ohio laws against discrimination require that all creditors make credit equality available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Vermont Residents: You authorize dealer and any financial institution with which this credit application is shared, and each of their respective employees or agents to obtain and verify information about you (including one or more credit reports, information about your employment and banking and credit relationships) that we or they may deem necessary or appropriate in evaluating your credit application. If your application is approved and the credit is granted, you also authorize the parties granting credit and/or holding your account and their respective employees and agents, to obtain additional credit reports and other information about you in connection with reviewing the account, increasing the available credit on the account (if applicable), taking collection on the account, or for any other legitimate purpose.

Married Wisconsin Residents: Wisconsin law provides that no provision of any marital property agreement, or unilateral statement, or court order applied to marital property will adversely affect a creditor's interests unless, prior to the time that the credit is granted, the creditor is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If you are making this application individually, and not jointly with your spouse, the full name and current address of your spouse must be properly disclosed in the co-applicant section of this application.

This application may be submitted to the following financial institutions [Name(s) and Address(es)] =

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ ALL 3 PAGES OF THIS CREDIT APPLICATION AND THAT YOU AGREE TO ALL OF THE TERMS, CONDITIONS AND DISCLOSURES CONTAINED IN THIS CREDIT APPLICATION.

×	,	11 Feb 08		2111/08
	APPCICANT SIGNATURE	DATE	CO- APPLICANT SIGNATURE	DATE

COPYRIGHT (C) 2007 DEALERTRACK, INC. ALL RIGHTS RESERVED DEALERTRACK MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONTENT, LEGALITY MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THIS FORM.CONSULT WITH YOUR OWN LEGAL COUNSEL.



RETAIL PURCHASE AGREEMENT

RETAIL PURCHASE AGREEMENT	49054
Purchaser's <u>Name(s);</u>	Deal Number: 2/11/2008
Address:	
Home Telephone: Work Telephone:	_ County:
Social Security#: Ø	- DOB:
The above information has been as a second sec	Exp. Date:

The above information has been requested so that we may verify your identity in accordance with the USA Patriot Act. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

	SATURN	MODEL TON 3 SON	COLLAVER	STOCK/TAG N	д Ø16Ø6К – – –
SERIAL NO G8AL 55F06Z	· · · · · · · · · · · · · · · · · · ·	ODOMETER READING 49902	2 SARESPERSONDRAD		
THE VEHICLE IS: X	x	U Net Accurate		100243	HONEN MAR:
		DIAMETER OF TIRES	NO. OF TIRES	TEMP TAG NO	
INLESS SPECIFIED BELOW, YOU	WILL BE RECEIVING AN OR	IGINAL GREEN TITLE TO THE VEHICLE.			
		OTHER	CASH PRICE OF VE	HICLE	10,998.00
	WARRANTY STAT	EMENT	OTHER GOODS/SER	VICES	
VARRANTIES, EXPRESS (THICLE TO YOU AS IS	AND WE EXPRESSLY DISCLAIM			N/A
USED VEHICLE LIMITED WA	ARRANTY APPLIES" IS I	AND WE EXPRESSLY DISCLAIM ING ANY IMPLIED WARRANTIES AR PURPOSE, UNLESS THE BOX BES MARKED BELOW OR WE ENTER INT OR WITHIN 90 DAYS OF THE DAYS			N/A
HIS TRANSACTION. ALL V	VARRANTIES, IF ANY LERSHIP ABE THEM	BY A MANUFACTURER OR SUPPL			N/A
VARRANTIES, WE NEITHER	LIER SHALL BE LIABL	E FOR PERFORMANCE UNDER SU	UCH		N/A
OR US ANY LIABILITY IN C IOODS AND SERVICES. C	ONNECTION WITH THE	MARKED BELOW OR WE ENTER INT OR WITHIN 90 DAYS OF THE DATE BY A MANUFACTURER OR SUPPL RS, NOT OURS, AND ONLY SI E FOR PERFORMANCE UNDER SI RIZE ANY OTHER PERSON TO ASSI SALE OF THE VEHICLE AND RELA DSURE STATEMENT (USED VEHIC OW FORM FOR THIS VEHICLE IS P, OW FORM OVERRIDES ANY CONTR/			N/A
F THIS CONTRACT. INFORM	OU SEE ON THE WIND	OW FORM FOR THIS VEHICLE IS P			N/A
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ehicle Limited Warranty in concerned unation of the Limited Wa	onnection with this trans	. We are providing the attached U saction. Any implied warranties apply	for TOTAL SELLING PRI	CE	10,998.00
	TRADE-IN VEHICLE INF		PROCESSING FEE		198.00
əar: Make:	Model:	Color:	SALES TAX		N/A
erial No:	Odometer Reading	g: Inspection Sticker Exp.:	LIEN ENTRY		10.00
ade-in Allowatike:	Balance Owed & L		SUBTOTAL		11,206.00
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<u>N/A</u>			PLUS: BALANCE OWE	O ON TRADE-IN	N/A
DEPOSIT/ I PARTIAL PAYMENT	The sum of PROCE	SSING FEE: This Fee is not required by law. It is the objective of the server our control of the server out control of the			<u> </u>
DEPOSIT/ PARTIAL PAYMENT: was received from you yment. It is not refundable, except	as a Deposit/Partial optional	fee charged by our Dealership to cover our cost	is an LESS: TRADE-IN ALLO		
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Accepted by Authorized Dealership Representative

FORMS & SUPPLIES CALL 1-(800) ADP-ADP-ADP

Vehicle Summary With NADA Values N.A.D.A Official Used Car Guide Monday, February 11, 2008

Guide Edition:	Southwestern U	Jsed Car (Guide - Janı	uary 2008	}		
Vehicle Description:	2006 SATURN Ion-4 Cyl. Seda		-3				
VIN: Stock #:			Weight: MSRP:	2772 \$14,325	5		
N.A.D.A. Base Values:	Clean Retail:	\$12,600	Clean Tr	ade-In:	\$10,550	Loan:	\$9,500
Mileage Value (49861 Mil Accessories Values N.A.D.A Adjusted Values:	,	\$-450 \$0 \$12,150		ade-In:	\$0 \$10,100	Loan:	\$0 \$9,050
Appraiser Adjustment Valu	ue	\$0					, , , , , , , , , , , , , , , , , , ,
Adjusted Values:	Clean Retail:	\$12,150	Clean Tr	ade-In:	\$10,100	Loan:	\$9,050
Accessories: Aluminum/Alloy Wheels Cruise Control Power Windows	Clean Retail w/body w/body w/body		rade-In w/body w/body w/body	Loar w/body w/body w/body	r 7		

Appraiser Adjustments:

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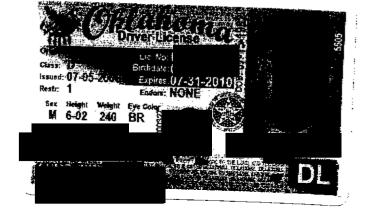
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Province Pro

SECURITY VERIFICATION FORM

This security verification form is evidence of liability insurance for your vehicle. This card is valid only as long as liability insurance remains in force.

You may be required to produce your security verification form at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

KEEP A COPY OF THE SECURITY VERIFICATION FORM IN YOUR VEHICLE AT ALL TIMES.

For your convenience, additional copies are available at usaa.com.

FOK1

50810-0307

02/11/08

OKL/	NHOMA	25968
SECURITY VER	FICATION FORM	
USAA-		
An owner's liability insurance policy the Compulsory Insurance Law. State law surrendered upon application or renewa the motor vehicle at all timos for pro- officer or on request of any person after any person after the surgest of any person after the motor surgest of any person after the surgest of any person a	v requires a copy (of this form to be
Name	Policy Number	
	Effective Date	12/23/07
	Expiration Dat	12(23)01
		06/23/08
	Year	Make
	1996	INFINITI
	Vehicle Identif JNKCA21D877	ication Number
Examine policy exclusions careful part of your insurance policy.	lly. This form does л	ot constitute any
USAA CASUALTY INSURANCE COMPA	NY	
9800 Fredericksburg Road	POLICY SERVICE	E (800) 531-8111
San Antonio, Texas 78288		5 (800) 531-8222
Additional copies	available at usaa.com	. ,

Form Number MV-21-A Revised June 2007



OKLAHOMA TAX COMMISSION MOTOR VEHICLE DIVISION POST OFFICE BOX 269061 OKLAHOMA CITY, OKLAHOMA 73126

LIEN ENTRY FORM

	(dense (inst Name First)	
Name(s)		
Address OKC	OK	
City. State		
Zip Code		
SATURN OF OKLA	HOMA CITY	HARRIS NA
Secured Party Name		Assignee of Secured Party Name
500 EAST 1-240	SERVICE ROAD	PO BOX 660310
Address		Address
окс	OK	SACRAMENTO CA
Dity, State		City, State
73149		95866
Zip Code		Zip Code
		M COVERS THE FOLLOWING VEHICLE
	TURN 4DR S	M COVERS THE FOLLOWING VEHICLE
SA1 Year M	TURN <u>4DR S</u> Make Body Typ 11/2008	M COVERS THE FOLLOWING VEHICLE
SA1 Year M	TURN <u>4DR S</u> Make Body Typ	M COVERS THE FOLLOWING VEHICLE
	TURN <u>4DR S</u> Make Body Typ 11/2008	M COVERS THE FOLLOWING VEHICLE SEDAN 1G8AL55F06Z De Vehicle Identification Number (VIN/HIN)

Lender must type and print four (4) identical copies of the Lien Entry Form. Type one Lien Entry Form for each vehicle, boat or outboard motor.

One (1) copy to the Oklahoma Tax Commission, one (1) copy to the motor license agent, one (1) copy to the secured party or assignee, one (1) copy attached to the title documents to be given to the debtor.

Notice to Debtor: Oklahoma law requires a new owner to title and register his/her vehicle and pay all taxes and fees due within 30 days of acquiring ownership.

86328 Y10 6905 STATE OF OKLAHOMA VEHICLE IDENTIFICATION NUMBER YEAR MAKE TITLE NO. 1G8AL55F06Z 2006 STRN BODY TYPE MODEL DATE 1st SOLD 4D DATE ISSUED SI3 01/04/2008 AGENT NO. ODOMETER. 5579 TYPE OF TITLE 49472 REPO ACTUAL NAME AND ADDRESS OF VEHICLE OWNER DATE INS. LOSS OR SALVAGE Harderffrenhlitersteller alteretersteller Hardelle FIRST FIDELITY BANK 1400 S MERIDIAN AVE OKLAHOMA CITY 0K 73108-1710 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

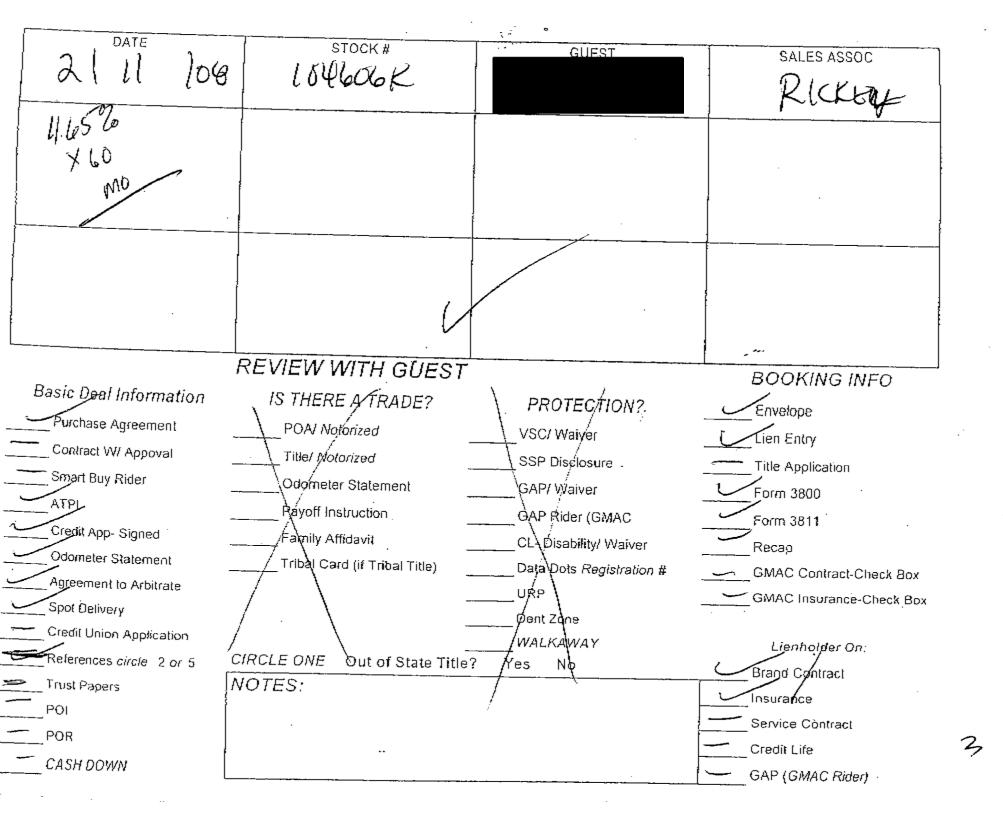
It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.

CONTROL NO. 080045579A0358 30804915

(This is not a tille number.)

		ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here:)
	IF REGISTERED OWNER (SELLER) IS A LICENSED DEALER	I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.
	PLACE OKLAHOMA MOTOR VEHICLE TAX	Purchaser(s) Name (Type or Print): <u>SATURN OF OKLAHOMA CITY</u>
	STAMP HERE	Purchaser(s) Complete Address: 500 SE I 240 SERVICE RD OKLAHOMA CITY OK 73149
		Actual Purchase Price of Vehicle:
	I certify to the best o MILEAGE of the vehic	f my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL le UNLESS one of the accompanying statements is checked:
Í		1. The odometer has exceeded its mechanical limits.
I		NO TENTHS)
1	Signature of Soller(s)	Printed Name of Seller(s): Dow Cheopell
:	Subscribed and Swom	
, I	Notary Public:	Commission Expiration: 2/20/1/
2	ſ	
. 5	Signature of Buyer(s)	Printed Name of Buyer(s):
<u>Du</u>	กันสุขาร์กินไปสมัยการการการการการการการการการการการการการก	TAHO TANA TANA TANA TANA TANA TANA TANA TAN
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		TURI		ealer & St		•		104606K	Date 02/11/2008
SATUR	RN OF OKI by BOB M		Y P	urchaser			7		
500 Sou	ith East I-24	0 Service Road	I A	ddress				· · · · ·	Home Phone
(405) 6 ⁻	na City, Okla 16-4000	ahoma 73149	Ci	tv. State - 7	rin Oklah	oma City			Cell Phone
Purchaser	agrees to the P	urchase Price Discl	osure terms ne	gotiated her	rein Subium		<u> </u>	Agreement and/or Retail In	Work Phone
Salesman	Rickey	Bradford			ioni, Subject	to the execut	ing of a Purchase		
VEHICL	E PURCH	ASED DESCH						Theft Guard #	
YEAR	MFG. NAME	MODEL	BODY TYPE		COD	<u> </u>		PURCHASE	PRICE
_2006	Saturn	ION	ION LEV		COLOR		UPHOLSTERY	DISCLOSURI	E
1G8AL5	NTIFICATION NO).	LICENSE NUM	HER & STAT		MILES	Cloth	CASH PRICE	\$ 10998
ENGINE TYPE		TRANSMISSION				49902		TRADE-IN CRED	
Z 4 CYL Ce	CYL 🗖 8 CYL		1				CASSETTE	TRADE IN PAYOF	
WE OWE				ACTORY	OTHER	AM/FN		TRADE BALANCE	
								ACC. PURCHASE	T
·									
PURCHASER IS	RESPONSIBLE		7					PROCESSING FEI	<u>⊧\$ 198.00</u>
	PURCHAS	FOR ALL COSTS FOR	THE TAG, TITU	E AND PAYM	ENT OF TAXE	5 ON VEHICLE	PURCHASED.	TOTAL	<u> </u>
TRADE-IN							_	DOWN PAYMENT	\$
		MODEL	BOOY TYPE		CODE	_		CASH	\$
			BOUTTIPE	ŝ	COLOR		UPHOLSTERY	CHECK	\$
VEHICLE IDENT	FICATION NO.		LICENSE NUMB	ER & STATE		MILES	i	FACTORY/	
LIEN IN FAVOR O		MOUNT OF PAYOFF	GOOD 1					DEALER REBATE	
				HRŲ	ľ	PAYOFF CONFI	RMED BY	Where did you hear	about us?
TELEPHONE		ADDRESS							D Internet
								Radio	🖾 Auto Trader
								Newspaper Other	🗖 Friend
								TOTAL	
								PURCHASE PRICE	<u>s 11196</u>
								5710	Cau
								MANAGER APPROV	AL
								DEALER REPRESEN	
								This Purchase Price is no by a Representative of the	t binding on Dealer until approved
								PURCHASER	
Welco	me +	o the	4 - 4 - 1 -				ree		
						10460	<u>6K</u>		
Satur	n Far	nilvl	if terms	are agri	eeable.			CO-PURCHASER	
							H	S	

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SATURN O	OKLAHOMA	EMENT TO	ARBITRATE
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Customer Name(s):	2/11/2008
Vehicle Description: 2006 SATURN TON & TON	Date:
2006 SATURN ION 3 SDN	16841558967

By entering into this Agreement to Arbitrate ("Agreement"), Customer(s) and Dealership, including any Assignee (collectively referred to as "ti Parties") agree, except as otherwise provided in this Agreement, to settle by binding arbitration any dispute between them regarding: (1) th purchase/lease by Customer(s) of the above-referenced Vehicle; (2) any products and services purchased in conjunction with the Vehicle; (3) and the vehicle in the vehicle financing obtained in connection with the transaction; and/or (4) any dispute with respect to the existence, scope or validity of this Agreemer Matters that the Parties agree to arbitrate include, but are not limited to, disputes related to the Retail Purchase/Retail Lease Agreement and ar documents incorporated therein by reference (whether such reference is made in the Agreement or in the document itself), the application for an terms of financing for the transaction, the Finance/Lease Contract, any alleged promises, representations and/or warranties made to or relie

Notwithstanding any other provisions in this Agreement, the Parties agree they are not waiving their right to exercise any self-help or provision: remedy available by law or pursuant to an agreement between them. Nor is either Party required to arbitrate any individual claim that is filed art properly within the jurisdiction of a small claims court or equivalent state court. Until a Party entitled to do so requests arbitration, any Party to thi Agreement may proceed with such other rights and remedies; provided, however, that neither Party waives the right to request arbitration under this Agreement by exercising other rights and remedies or by initially agreeing to litigate a claim in court. In addition, if a claim originally brough in a small claims court (or equivalent state court) is transferred or appealed to a higher trial court priference claim is asserted after the initial filing

This Agreement evidences a transaction involving interstate commerce. The parties acknowledge and agree that the Federal Arbitration Ac Inis Agreement evidences a transaction involving interstate commerce. The parties acknowledge and agree that the Federal Arbitration Ac (9 U.S.C. §1 et seq.) ("FAA") shall govern any arbitration upder this Agreement. The party first demanding arbitration may select the applicable rules of any one of the following Nationwide Arbitration (Figure 10, New York, New York 10017-4605 (www.adr.fg); National Arbitration Forum (1-800-474-2371), Box 50191, Minneapolis, Minnesota, 55405-0191 (www.arb-forum.com); or JAMS (1-800, 48-1660), 1920 Main Street, Suite 300 Irvine, California 92614 (www.jamsadr.com). A copy time the request for arbitration is made will govern.

"Consumer claims" shall be arbitrated in accordance with the second

Rules of the Arbitration Organization selected. If the Dealership initiates the arbitration proceedings, it will pay the entire cost of the initial filing fees. If the Customer initiates the arbitration proceedings, the Customer will pay the initial filing fees specified by the Arbitration Rules up to the amount he/she would be required to pay if the claim were filed before a state or federal court of law having proper jurisdiction over the proceeding. The Dealership will, upon Customers request, pay any portion of the initial filing fees that exceeds this amount. The Dealership will also pay any administrative costs for the arbitration proceedings reasonably incurred by the customer that exceed \$750, regardless of which Party initiates the

To initiate an arbitration proceeding, the demanding Party must notify the other Party, in writing, that it wishes to arbitrate a dispute. The demand for arbitration should briefly explain the basis for the dispute, list the names and addresses of the Parties involved, and specify the amount of monetary damages involved and/or any other remedy sought. The arbitrator(s) shall be attorneys or retired judges and shall be selected in accordance with the applicable Arbitration Rules. Both Parties agree that the arbitration proceedings shall take place in the county and state where the Dealership is located and the transaction occurred. They further consent to the jurisdiction of the courts of said county and state for purposes of enforcing this Agreement and the decision of the arbitrator(s). If it is inconvenient for either Party to participate in arbitration proceedings in the county where the Dealership is located, the proceedings shall be held at a mutually convenient location agreed upon by the

The arbitrator(s) shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. Either Party may demand, at any time, a written decision from the arbitrators setting forth the findings of fact and/or conclusions of law and further agree that the arbitration proceedings and the decision of the arbitrators' shall be open to the public, even if the Rules selected provide otherwise. Nothing in this Agreement shall be interpreted as limiting or precluding the arbitrator(s) from awarding monetary damages or any other relief provided for by law. Furthermore, neither party is precluded from filing a complaint with the Office of the Attorney General of this State or from participating in a mediation program administered by the Attorney General or Better Business Bureau, but the Parties agree that by entering into this Agreement, they are waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff action in court or through arbitration. Once one of the Parties has demanded arbitration, binding arbitration is the exclusive method for resolving any and all claims between them. The decision of the arbitrator(s) shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that governed the original arbitration

If any term of this Agreement conflicts with the terms of any other document or agreement between the Parties, the terms of this Agreement shall Thany term of this Agreement connicts with the terms of any other document or agreement between the Parties, the terms of this Agreement shall prevail. If any part of this Agreement shall be deemed or found unenforceable for any reason, the remainder of the Agreement shall remain enforceable. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT HE OR SHE MAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS INCORPORATED BY REFERENCE INTO THE RETAIL PURCHASE/RETAIL LEASE AGREEMENT. IT MAY NOT BE MODIFIED OR AMENDED EXCEPT BY A SEPARATE WRITTEN AGREEMENT SIGNED BY CUSTOMER(S) AND AN AUTHORIZED DEALERSHIP REPRESENTATIVE.

<u>Chuose</u>	not	<u>to</u>	510112/11/2008
Customer	•		Date

Authorized Dealership Representative

/11/2008 Date

DéalerC

Customer

DOX FORMS & SUPPLIES CALL 1-(800)-ADP-ADP-ADP

Date 2/11/2008

A Fax From:

Stephen Cannon – Service Manager

SATURN OF OKLAHOMA CITY By Bob Moore

500 East I-240 Service Road Oklahoma City, Ok. 73149 Service Department Fax returns # 405-775-4681

Date: _____12/05/08 ATTENTION: Alicia White Concerning Claim #

Recipient Fax no.: 866-281-0326

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Total Number of Pages Including Cover Page: 45

Stephen Cannon -- 405-616-4000

BOB MODRE	SPOT DELIV	ERY AGREEM	ENT
Dealership Name:	SATURN OF OKLAHON	IA CITY	Date: 2/11/2008
Customer Name(s):			
Street Address:		, OK	
Home Telephone:		Work Telephone:	
Vehicle Description:	2006 SATURN ION 3	SDN	1G8AL55FØ6Z
	Year Make	Model	Vehicle Identification Number (VIN)

Although I have been permitted to take delivery of the above-described vehicle, I understand that financing for the purchase of the vehicle has not been finalized. This is known as a "Spot Delivery". The Dealership and I intend that financing for my purchase of the vehicle will be obtained directly from a third party or that the Retail Installment Contract I signed to complete the transaction will be assigned to a third party. Funderstand that this Spot Delivery Agreement is for the purpose of allowing me to take delivery of the vehicle, subject to the following terms and conditions, until a final decision regarding my request for financing is made:

1. I must have a valid driver's ficense to operate the vehicle and provide proof of insurance coverage on the vehicle acceptable to the Dealership, including liability insurance that meets or exceeds the minimum state requirements. Funderstand that my insurance shall have primary coverage on the vehicle. I may not permit anyone who does not have a valid driver's license and insurance to operate the vehicle.

2. Funderstand that I am allowed to use the vehicle for up to fifty (50) miles per day for a maximum of fifteen (15) days. I further agree to pay fifteen cents (15 ϕ) per mile for my excess use of the vehicle during this period.

3. I agree to furnish the Dealership any documentation necessary to verify information contained in my credit application. I understand that in the event that financing is not obtained from a third party for my purchase of Vet this vehicle or the Dealership is unable to assign the Retail Installment Contract to a third party with whom the Dealership regularly does business pursuant to terms of assignment acceptable to the Dealership within fifteen (15) days, I may effect to pay the balance due under the Retail Purchase Agreement or rescind the Retail of my election to rescind or upon receiving actual notice from the Dealership that I must return the vehicle, whichever occurs first.

4. In the event that I am required to return the vehicle to the Dealership, I will return the vehicle in the same condition it was in when it left the Dealership, normal wear and tear excepted. I understand that I am responsible for paying the cost of repairing any physical damage that occurred to the vehicle arising out of my use, possession and control of the vehicle. If I have offered a trade-in vehicle to the Dealership, the Dealership will not sell it until the purchase transaction is complete. Upon my return of the vehicle to the Dealership, the Dealership will mediately returned to me. I will also pay any amounts I owe to the Dealership pursuant to this Agreement upon my return on the vehicle.

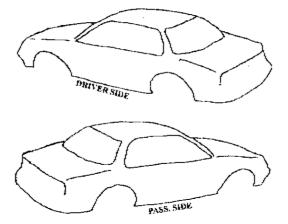
5. If I am in breach of this Agreement or fail to return the vehicle within forty-eight (48) hours after receiving actual notice to return it to the Dealership. I will be required to pay all expenses incurred by the Dealership to have the vehicle returned and the Dealership, or any of its agents or employees, may peacefully retake possession of the vehicle.

6. I will defend, indemnify and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, deaths, claims, demands, costs and expenses arising out of my use, possession and control of the vehicle and/or any breach of my responsibilities as set forth in this Agreement.

By signing below, I acknowledge that I have read this Spot Delivery Agreement and I fully understand and agree to be bound by the terms and conditions set forth herein. This Spot Delivery Agreement is incorporated by



DELIVERED VEHICLE CONDITION REPORT



Comments/Notes Regarding Visible Damage and Condition of Components:

TRADE-IN VEHICLE CONDITION REPORT

Vehicle Description:				
	Year	Make	Model	
	Vehicle Iden	tilication Number (VIN)		
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	کے ۱	RIVER SIDE		
•	-			
	\bigwedge	>	$\langle \rangle$	
	'	PASS. SIDE		
ommente/Motor Poo	ardiae Visible			
oninona/notes iteg	arung visible	Damage and Condition	of Components:	
·		· · · · · · · · · · · · · · · · · · ·		

DOX FORMS & SUPPLIES CALL 1-(800)-ADP-ADP-ADP

2/11/2008

Date

Authorized Dealership Representative

WE OWE

ORAL PRESENTATIONS can cause confusion. Therefore, NOTHING will be done to this vehicle except what is in writing on this form and agreed to and signed by the customer and management.

Name	Stk #	New 🖸 Used 🔽
Address	Year 2006	Make Saturn
City Oklahoma City State OK	_{Zip} 73135	Model ION
Phone		Serial No. 1G8AL55F06Z
Salesman Rickey Bradford		Del. Date 2/11/08

QTY,	NAME OF ITEM	PART	LABOR/TTL
1	Clean For Delivery		
2	Great Customer Service		
_ 3	upon Approval of mechanic vehicle may be		
	returned for any my issues that cust doesn't ap	prove of.	

I hereby accept this we-owe with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

Customer

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APPROVED	ÐV	Cor-
	MGR.	

DATE 02/11/2008

BOB MOORE AUTO GROUP, INC.

CUSTOMER PRIVACY NOTICE

To assure you that the personal information you provide us is kept confidential we have enacted this privacy policy. In connection with your transaction, a Bob Moore Auto Group, Inc. affiliate may obtain information about you as described in this notice, which we handle as stated in this notice.

- 1. We collect nonpublic information about you from the following sources:
 - Information we received from you on applications, loan documents, sales documents or other forms.
 - Information about your transactions with us, our affiliates or others, and;
 - Information we receive from a consumer-reporting agency.
- 2. We may disclose all of the information we collect, as described above, to companies that perform marketing services on behalf or to other financial institutions with whom we have joint marketing agreements. We may make such disclosures about you as a consumer, customer, or former customer.
- 3. We may also disclose nonpublic information about you as a consumer, customer or former customer, to non-affiliated third parties as permitted by law.
- 4. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Bob Moore Auto Group, Inc. affiliates includes: Bob Moore Cadillac, Inc., Bob Moore Infiniti, Inc., Saturn of Edmond, Inc., Saturn of South Oklahoma City, Inc., Bob Moore Cadillac-Nissan of Norman, Inc., Bob Moore Mazda, Bob Moore Dodge, Bob Moore Chrysler-Jeep, Inc., and Bob Moore Pontiac-Buick-GMC, Inc., Bob Moore Autoplex

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

	02/11/2008
Customer's Signature	Date
Customer's Name (printed)	
	02/11/2008
Costomer's signature ν	Date
Customer's Name (printed)	

EQUIFAX CREDIT REPORT

BEACON 5.0 AUTO INDUSTRY OPTI TIME SINCE MOST RECENT ACCOUN LENGTH OF TIME ACCOUNTS HAVE TOO MANY ACCOUNTS WITH BALANC LENGTH OF TIME REVOLVING ACCO	T OPENING BEEN ESTA ES	IS TOO BLISHED	SHORT		005/00012
SSN ISSUED-87		E ISSUED			
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*NO MATCH FOUND IN CDC'S OFAC	DATABASE	•			
* END OF REFORT, COMPLIANCE	DATA CENT	TER, INC.			
*********	******	******	*****	*****	*****
* 328 CSC CREDIT SERVICES - 1 ,DALLAS TX 75261-9054,	20 BOX 614	054			
SINCE 08/ OKLAHOMA CITY KNOX STA,WASHINGTON BDS-07/15/1982,SSS- ***-**-82	VILLE, TN, L.DC.	TAPE RE	TD 08/0 PE RPTD	09704	
*SUM-08/00-01/08, PR/OI-NO, COLL 1-OTHER,				-87600,	9-0NES,
FIRM / IDENT CODE CS RPTD ECOA/ACCOUNT NUMBER OPND	P/DUE	TERM		24 MC	MR (30-60-90+)MAX/DEL DNTH HISTORY
USAA SAVEK*6500N10000 R1 01/08 1/ 08/00	2000	1315		05/07	
CLOSED OR PAID ACCOUNT/ZERO ACCOUNT CLOSED BY CREDIT GR	BALANCE				
USAA SAVEK*6500N10000 R1 01/08 1/ 08/00 CREDIT CARD AMOUNT IN H/C COLUMN IS CRE	w	2000 16	1249	01/08	28
WFFNATEANK*164HF08243 R1 01/08	5000	500	530	01/08	01
S/ 1.2/07 CHARGE		25			
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	500	314	0	06/06	27
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I/ 12/04 CHARGE AMOUNT IN H/C COLUMN IS CREE	 IT LIMIT				
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		56			·
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J/702108873 Fannie mae account real estate mortgage	08/06	728		
USAA *682FM13060 I1 J/84134311 SECURED	01/08 08/06	6900 54	6712 01/08	17
USAA FSB *905BB02443 I1 J/45630449 ACCOUNT CLOSED AT CONS CLOSED OR PAID ACCOUNT	SUMERS REQUEST	3000 98	0 08/07	13
INSTALLMENT TOTALS	·	782	93637	
GRAND TOTALS	24800	99443 838	96556	
USAA SAVEK*6500N10000 /5491237264 LOST OR STOLEN CARD CREDIT CARD AMOUNT IN H/C COLUMN I	08/00		05/07	
*INQS-FACTL DTA 16 USAA SB 6500N103 COX COMM 910UZ532	31 02/11/08	WEENATIAN	IV 1640701041	1 10/10/00

END OF REPORT EQUIFAX AND AFFILIATES - 02/11/08

SAFESCANNED

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EQUIFAX CREDIT REPORT

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* END (DE REPORT, CO	OMPLIANCE DA	ATA CENT	ER, INC.				
* * * * * * * * *	******	*****	*****	*****	******	*****	* * * *	* * * * * * * * * * * * * * * * * * * *
* 328 CS ,[SC CREDIT SEF DALLAS TX 752	261-9054,(80 SINCE 12	00)392-7: 2/30/01	816 FAD 02	/11/08			
FN-MCKEE	CARIGNAN, CH CARIGNAN, CH CHRISTINA, M 5/1982, SSS-	HIXSON, TN RISTINA, M	LLE, TN,	TAPE RE TAPE RPT	PE RPTI	07/05)	
*SUM-09/0	1-02/08, PR/O DEL- 1-TWO,	I-NO, COLL-N	O, FE-NO,	ACCTS:	14,HC\$5	1-8760	ο,	14-ONES,
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	IN H/C COLU		T LIMIT					
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	*458BB06945			<u> </u>				
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	5*669DC04557		500	314	O	06/06	27	
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	IN H/C COLUM	N IS CREDIT	LIMIT					
GEMB/BELK I/	*404FF19168	R1 01/08 05/04	1000	186	0	02/05	44	(01-00-00)

CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT WFFNB/VS *667CG30022 R1 12/07 750 141 0 12/07 24 I/ 11/05 ---CHARGE HSBC/MITSU*4580N13114 R1 01/07 3000 1391 I/ 08/06 --- ---0 12/06 05 CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT REVOLVING TOTALS 14100 4656 530 --- 25 TSLP *684FZ11564 I1 02/08 --- 2625 613 02/08 75 I/13886292201 09/01 50 STÜDENT LOAN USAA MTG *605FM72966 I1 01/08 --- 87600 J/702108873 08/06 728 86925 01/08 15 FANNIE MAE ACCOUNT REAL ESTATE MORTGAGE NATL COLEG*497BB20184 I1 01/08 --- 5000 4554 01/08 62 M/5657531714PA00001 09/01 50 STUDENT LOAN *682FM13060 I1 01/08 USAA ---- 6900 6712 01/08 17 J/84134311 08/06 54 SECURED USAA FSB *905BB02443 I1 08/07 --- 3000 0 08/07 13 J/45630449 07/06 98 ACCOUNT CLOSED AT CONSUMERS REQUEST CLOSED OR PAID ACCOUNT/ZERO BALANCE INSTALLMENT TOTALS --- 102125 98804 ___ 882 _____ GRAND TOTALS 14100 106781 99334 ----907 -FACTL DTA 16 05/2006 CSC 30 05/2006 USAA SB 6500N10331 02/11/08 WFFNATBANK 164H201047 12/16/07 MATHISBROS 625FF09569 08/03/06 GEMB/LOWE 404FF09115 08/01/06 *INQS-FACTL DTA 16

END OF REPORT EQUIFAX AND AFFILIATES - 02/11/08

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Page 4 of 4

<for> _{ (A)0213077 BOB MOORE CAD <subject></subject>}</for>	** M 6	KW ODBS		<date> 02/11/08</date>	17:57:56
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<former address=""></former>	A CITY, OK KNOXVILLE,				<date rptd=""> 08/06</date>
	WASHINGTON	DC			07/04
M O D E L P R O F I L E ***FICO RISK SCORE, CLASS	SIC AUTO 04			285 014/030)/003/012:
CREDIT SUMMAF PR=0 COL=0 NEG=0 HS HIGH CRED REVOLVING: \$4943 INSTALLMENT: \$6900 MORTGAGE: \$87.6K CLOSED W/BAL: \$0	Y TNEG=0 ⁻¹⁰ TR CRED LIM EX \$24.8K \$2	D=10 RV ALANNER 2919 \$ 6712 \$ 86.9K \$ 0 \$	TOTAL FUEL M INSTANTS=1 MNTHLY PAY MNTHLY PAY MNTHLY PAY SO \$56 SO \$54 SO \$728 SO \$0	N SW) R Y
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USAA FSE B 3112039 C SECURED	01/08A	\$6900 \$6712	240M54 \$0	1111111 11111	
BOBMILLS H 21GJ456 P CHARGE ACCOUNT	12/07 01/08A	\$500 \$5000 \$530	MIN25 \$0	1	00/00/00 RO1 00/00/00
KOHLS/CHASE D 12EN001 C CREDIT CARD	01/08A	\$314 \$500 \$0	\$0		11111 RO1 11111
USAA FSB B 3112012 I CREDIT CARD	01/08A	\$2000	\$0 CANCELED BY CREDIT		R01
USAA FSB B 3112012 I CREDIT CARD	01/08A 08/07C	\$5000	\$0 CREDIT LOST OR STOP	1111111	1111 RO1 3111 00/00/00
USAA FSB B 3112012 I CREDIT CARD	01/08A 9	\$2000 \$11K \$1249	MIN16 \$0	1111111	1111 R01 1111 00/00/00
BRCLYSBANKDE B 1ZZB001 I CREDIT CARD		\$2129 \$5300 \$1140	MIN15 \$0	11111111	1111 R01 1111 00/00/00
USAA FSB B 21CB001	12/07A		360M728 \$0	1	1111 MOL
C CONVENTIONAL REAL ES USAA FSB B 100A001		\$3000	36M98 \$0		00/00/00 1111 IO1

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C UNSECURED	08/070	\$ O	ACCT	CLSD 1	BY	CONSUMER	13	00/00/00	
CIT BANK/DFS F 222E001 I CHARGE ACCOUNT	12/04 12/04A	\$0 \$3000 \$0	\$ 0						R01
INQUIRIES DATE SUBCODE 02/11/08 A 0213077 11/21/06 B 6199780 05/07/06 Z 0001124	SUBNAME BOB MOORE BK OF AME CSC CRDT	R	TYPE						•••
END OF CREDIT TRANSUNION, 2 BALDWIN PLAC	R E P O E E, P.O.BOX	ат – 1000, сне	S E R ISTER,	V I C PA.190	E 0 22	вч: рвч: 800-888-4		-	

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<former address=""></former>	KNOXVILLE		8			07/06 07/04 /	
MODEL PROFILE ***FICO RISK SCORE, CLASS	5IC AUTO 04	: S	 CORE +725		 RS 014/03(0/018/012:	
C R E D I T S U M M A F PR=0 COL=0 NEG-0 HS HIGH CRED REVOLVING: \$6785 INSTALLMENT: \$14.5K MORTGAGE: \$87.6K CLOSED W/BAL: \$0 TOTALS: \$108.9K	Y STNEG=2-2 T	* *) RD=15 RVL=	• T O T A =10 INST-	L FILE -4 MTG=1	HISTO OPN=0	 R Y	
T R A D E S SUBNAME SUBCODE ACCOUNT# ECOA COLLATRL/LOANTYPE	OPENED VERETED	HIGHCRED CREDI IM	TERMS	MAXDELQ	PAYPAT PAYPAT	1-12 13-24 30/60/9	 MOP
STD LN PEOPL V 758N001 I STUDENT LOAN	09/01 02/08A	\$2625 \$613	120M50 \$0		X1111X1	11111 11X11 00/00/00	
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GEMB/BELK D 235062A I CHARGE ACCOUNT	05/04 01/08A 02/05P	\$186 \$1000 \$0	\$0				R01
GEMB/LOWES Q 235041J I CHARGE ACCOUNT	08/06 01/08A 09/07p	\$1726 \$2500 \$0	\$O		11111111 11111	.1111 00/00/00	R01
KOHLS/CHASE D 12EN001 C CREDIT CARD	10/05 01/08A 06/06P	\$314 \$500 \$0	\$0			1111 1111	R01
GEMB/SAMS Q 235046S I CHARGE ACCOUNT	05/02 01/08A 11/02P	\$51 \$300 , \$0	\$0		11111111 11111111 48	1111	R01

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A CREDIT USAA FSB		08/06	\$1140 \$87.6K	360M728	30 00/00 1111111111	
C CONVENT	IONAL REAL E	12/07A S	\$86.9K	\$0	14 00/00	M01 ∕00
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USAA FSB C UNSECURE	B 100A001	07/06 08/07A 08/07C	\$3000 \$0	36M98 \$0 ACCT CLSD BY CONSUME	11111111111 1	101
HSBC/MITSU I CHARGE A	B 2351981 ACCOUNT	08/06 01/07A 12/06P	\$1391 \$3000 \$0	\$0	R 13 00/00/ 11111 05 00/00/	R01
HSBC/PROFT	B 109V394 CCOUNT	05/04 01/06A 01/06C	\$186 \$1000 \$0	SO PURCHASED BY ANOTHER	11111111112 11111111 LENDE 20 01/00/	R01
02/11/08 A 0 08/03/06 B 1	CODE	SUBNAME BOB MOORE HSBC/RS CSC CRDT		TYPE AMOUN		

END OF CREDIT REPORT - SERVICED BY: TRANSUNION, 2 BALDWIN PLACE, F.O.BOX 1000, CHESTER, PA.19022 800-888-4213

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TRADE IN

YEAR MAKE

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• ' • MODEL DESCRIPTION

TRIM

TRADE FINANCED BY

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TRADE MONTHLY PYMT

Customer Number: DAA

Check Description: PURCHASE 06 SATURN ION 3/6Z104606/49882 MILES/SILVER

				HAND CHECK
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Sector of Contensional Carly				DETACH HERE FOR YOUR RECORDS
	SATURN OF OKLAHOMA CITY, INC.	SOUTHWES	T NATIONAL BANK	
SATURI	by BOB MOORE 500 South East I-240 Service Road Oktahoma City, Oktahoma 73149		RFORD, OK 73096	
67033	Oklahoma City, Oklahoma 73149 (405) 616-4000	Custom 86-4	er# DAA 129/1031	DATE
				1/11/08
	THE SUM OF ******8,195** DOLLARS A		(CHECK AMOUNT
	********EIGHT*THOUSAND*ONE*HUNDRED*NINETY*FIV		CENTS	**8,195.00**
_		E DOLLARS AND U	0/CENTS****	3,1/3.00**
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TO THE PO BOX	RS AUTO AUCTION OF OKC IN		Void Afte	r 90 Daya
ORDER OKC, O	K. 73147			
	NON-NEGOTIABLE			

Jan 10 08 09:26p s	Sharon Brittai	n 405 348 :	3047 р.1 VERoi
• .	Vehicle Pu	rchase Order	
Bob Moore Location: SP	FTURN_	Date: <u>/-/</u>	0-08
Year: 2006 Make: - SAT			
ACV Amount:			
Loan Acct#:			
Pay to the order of: DEALE			
Seller's Name: DEALERS	A/A	_Address:	
City OKLA, CITY State	:_ <u>ѺҚ</u> Zip	_Phone#:	
Milcage: <u>49,882</u> Stoc	:k#:	Color: SILVER	
Purchase Price: \$ 8000 +1			
Additional Comments: <u>X-168</u>	ALSSEØ6Z		
XX PLEASE PAY DE			

Seller agrees as a part of this transaction to pay to dealership any amount owed on vehicle to any third party, if different from amount shown as payoff. I further certify that the vehicle identified is titled in my name, and is free and clear of all other liens and encumbrances other than what is shown above. I understand that if the title is not in my name, that it is my obligation to provide dealer with a clear title in the dealers name within five days after demand upon me by the dealer. I further warrant that the title to said vehicle is not an insurance, rebuilt, salvage, theft, recovery or reconditioned title.

Seller's Signature_ Manager's Signature_<u>Con Brittain</u> Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a faise statement may result in fines and/or imprisonment.

905C 20080110

I, <u>FIRST FIDEL ITY BANK</u> (TRANSFERCE'S NAME - PANT) STATE THAT THE ODOMETER (OF THE VEHICLE DESCRIBED BELCW) NOW READS <u>49,882</u> (No Tenths) MILES and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements if checked.

(1) i hereby certify that to the best of my knowledge the coording reflects the amount of mileage in excess of its mechanical limits.

(2) Thereby certify that the occurrencer reading is NOT fite actual mileaga. WARNING — ODCMETER DISCREPANCY.

YEAR T	MAKE			
	MAD4	Į	MODE	
VEHICLE I.D. NO.	SATURN		101	
			- f	COLCA
_168AL55P	-06Z			GRY/GRY

TRANSFEROR'S PRINTED NAME ISEL	LEFI	
FIRST FIDELITY	/ BANA	(
TRANSFERCE'S STREET ADDRESS		
5800 N N 39TH	EXP	
GIT	STATE	ZIP CODE
DKLAHOMA CIT	<u> </u>	73122
	TRANSFER	IOP'S SIGNATURE (SELLER]
2008/01/10		
X		1
	PRINTED N	AME OF PERSON SIGNING
X		
Caterno	R	DKC
<u></u>		

ECEIPT OF COPY ACKNOWLEDGED PANSFEREE'S SIGNATURE BUYER DATE RINTED NAME OF PERSON SIGNING DATE

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DECLARATION OF DAMAGE OR THEFT

The owner/legal agent of owner of the vehicle described on the reverse side of this application shall answer the following questions and proceed accordingly.

(1) ____Yes ____No ___Has the vehicle been damaged by collision or other occurrence?

____Yes ____No Has the vehicle been recovered from a theft?

If the answer to either of the above questions is yes, the owner/legal agent declares, to the best of his/her knowledge;

(3) The cost of repairing the vehicle to a roadworthy condition amounted to

_____% (percent) of its fair market value at the time of loss.

FLOOD DAMAGE DISCLOSURE

If the vehicle has been subject to flood or water damage, the owner/legal agent is to also review and answer the following:

47 O.S. § 1105 defines "Flood-damaged vehicle" as follows:

Flood-damaged vehicle means a salvage or rebuilt vehicle which was damaged by flooding, or a vehicle which was submerged at a level to or above the dashboard of the vehicle and on which an amount of loss was paid by the insurer.

(4) Did the flood/water damage to your vehicle meet the above criteria?

____Yes ____No

Owner or legal agent of owner

City

(2)

Date

VEHICLE INSPECTION 198AL55F06Z Vehicle identification number: 894 9 Odometer Reading: I, the undersigned, hereby certify that I have physically inspected the vehicle identification number and odometer reading of the described vehicte. 1-11-07 Inspector Date Title or position 1430 OK \sim

State Motor License Agent Number (il applicable)

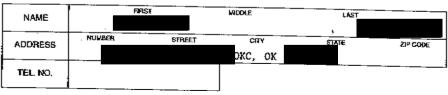
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AGREEMENT TO PROVIDE INSURANCE

To provide protection against serious financial loss should an accident or damage occur. I understand that my installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft and collision, and theft lature to provide such insurance gives the Lienholder the right to declare the entire ungain balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shows below and have requested that the poSoy contain a loss payable endorsement in lawor of:

HAKK'S NA PHORGAN CHASE DANK M 2 PUBOX 660310 AP-441 540 SHURAMENTO CA 95866 -FT-MORTH-TELAL

PURCHASER:



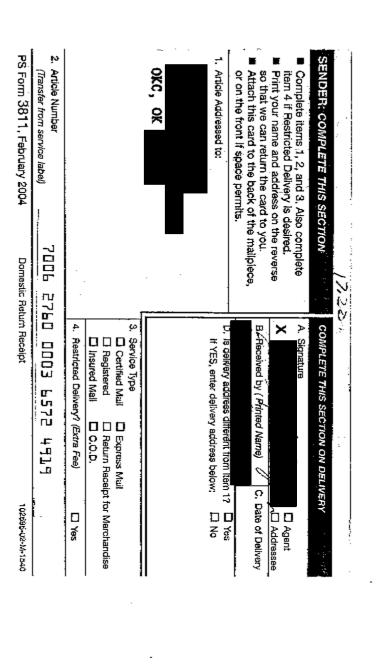
VEHICLE INSURED:

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	VEAR 2:	306	NAKE	8007 (DD CPD34	-	MODEL	SERIAL NURABER
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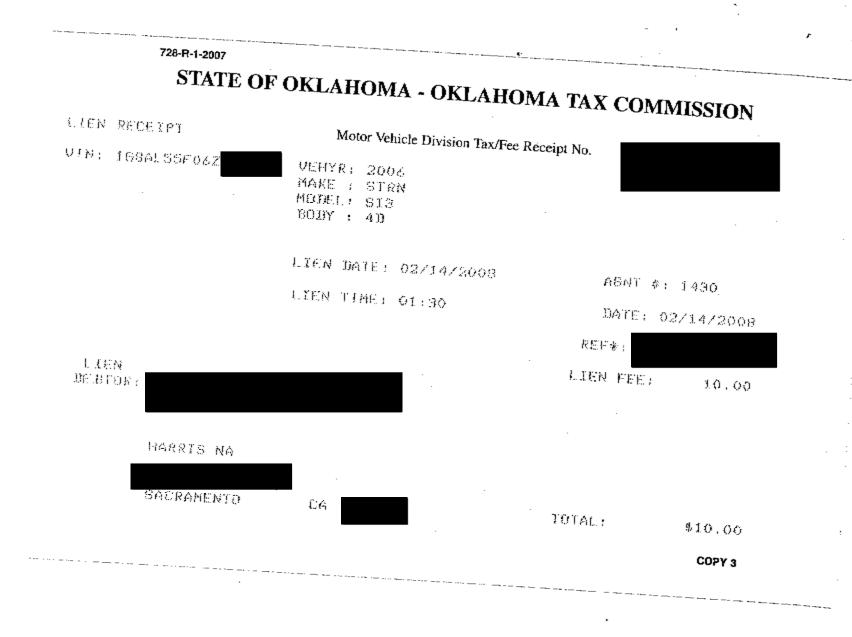
INSURANCE A	GENT:	INSURANCE	COMPANY:
NAME	USAA	NAME	USAA
NUMBER AND STREET		Policy Number	
	SHN ANTONIO, TX	EFFECTIVE DATE	FROM: 12-23-07 TO: 6-23-08
TELEPHONE NUMBER	Sur 531-8111	COVERAGE	
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PURCHASER SIGNS			/2058
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CONFIRMED BY DEALER/SALESPE SIGNS		DEALER	SATURN OF OKLAHONA CITY
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Revised 8/02/2007

Privileged and Confidential Information

CASE ASSESSMENT

By: Alicia White State: Oklahoma

Customer Name:

Service Request: 71-680121893 BBB Case No.: SAT0853782

Vehicle ID No.: 1G8AL55F06Z In Service Date: 7/19/2005 Vehicle is: Used

BAC Code: 164339

Year, Make & Model: 2006 Saturn ION 3 Mileage at Time of BBB Filing (55,000) Lien holder: GMAC Other : {Name}

DVM Name: Daniel Rohring Phone/Cell Number: 405-615-1229 Svc Mgr Name: Steven Cannon Vehicle Purchased Used on: January / February 2008 at odometer 49,000 Sale Type: Purchase Lease Other : {Type} CAM Name: Larry Shields Phone Number: 972-443-2901

VEHICLE REPAIR HISTORY

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

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

has tac been contacted for service history N. If **yes** please include tac # and explanation tac was involved. If tac has

IF TAC HAS NOT BEEN CONTACTED WHY NOT Dealer was able to determine diagnosis.

□ Power Steering failed

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
19/11/08	273452	7	56,304	Customer states – While driving, power steering shut off and service power steering came on drive info center. Dealer states – Power steering lamp verified. Necessary to replace power steering column which includes electric power steering motor.

□ Ignition Switch failed

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
19/11/08	273452	*	56,304	Customer states – At times vehicle will not start. After waiting for a bit will eventually start. Dealer states – Includes 12 month / 12,000 mile warranty. Replaced ignition switch and reprogrammed. Cust pay \$1138.37.

□ Weath	Weatherstrip loose (NOT ON CCF)									
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:						
15/03/08	267665	1	50,601	Customer states – Weatherstrip at bottom of left front door is loose. Dealer states – Necessary to replace weatherstrip. No work done. Repair(s) recommended.						
🗌 <u>Headli</u>	Headliner loose (NOT ON CCF)									
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:						
15/03/08	267665	*	50,601	Customer states – Headliner is coming loose at left rear corner. Dealer states – Necessary to replace headliner. No work done. Repair(s) recommended.						
🗌 <u>{Symp</u>	otom}									
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:						
□ <u>{Sym</u> p										
Date:	<u>RO #:</u>	<u>Days Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:						
∐ <u>Recall</u>	/Campaig	<u>gn (Not Rel</u>	ated to O	ther Symptoms/Complaints)						
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:						
Has the vehicle ever been involved in an accident N Did you confirm your answer with the customer Y What type of damage was sustained (example front end collision)										
Are the	Are the RO's attached if the vehicle was in an accident N/A									

Has the customer filed any insurances claims on this Vehicle Y If Yes obtain the following information below

Insurance Company USAA Insurance Rep (First and Last Name) Unsure Phone # 1-800-531-8722 Claim Made? Y Claim Status: Approved Claim # Unsure Did Insurance Company refer customer to GM? N

Are there any Aftermarket Modifications to the Vehicle N Have you confirm this with the customer Y List:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:

What is customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement: No – Vehicle is outside of time/mileage parameters (12 months / 12,000 miles).

Lemon Law Repurchase/Replacement: No – Presumption for days out of service / number of repair attempts have not been met. Yes – Claim was filed within specified time period.

GM Program Summary Repairs/Reimbursement for past repairs: No – Vehicle is outside of time/mileage parameters (36 months / 36,000 miles).

THE STATE LEMON LAW READS:

Days out of service: 45 Repairs 4 Time period 1 year (from in-service date) – 4 years (from in-service date) to file Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs N/A Safety-related time period {# of months} / {# of miles}

Number of repair attempts in the presumption period:0Total days out of service during the presumption period:0Total days out of service during customer's ownership:7

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: SR # 71-680121893 - power steering & ignition switch Date & Offer/Result: Opened 11/17/2008 10:01:59 AM. Closed dissatisfied 11/25/2008 02:30:35 PM. No goodwill offered/processed.

Cust sts: I'm experiencing a regular problem with a 2006 Ion I purchased eight months ago. It doesn't start about once every two weeks, and I have to wait at least 15 minutes while I check wires, etc., to get it started again. A quick internet search turns up hundreds of people having exactly the same issue, so I think you should replace the ignition switch sensor at your expense. It's unsafe and poorly engineered to have a car that occasionally doesn't start, especially in the winter.

Cust sks: Cost assistance.

Crs adv: Due to the fact that this wasnt a repeated concern and that your outside of the bumper to bumper warranty we wouldnt be able to offer any assistance on the veh.

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

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

RECOMMENDATION AND RATIONALE

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

Cust sks: December 3, 2008 - Reimbursement for repair.

December 10, 2008 – Customer accepted reimbursement.

DVM sts: December 8, 2008 – I spoke with the Svc Mgr Steven Cannon and we have agreed to offer 50/50 reimbursement on the repair. If customer does not accept, will defend at arbitration.

SVM sts: December 5, 2008 – No goodwill assistance - No good reason. Not justified. Customer did not purchase extended warranty that was offered.

December 8, 2008 – DVM agreed to 50/50 parts/labor split on RO. Dealership can process.

CRS Rationale: December 8, 2008 – Is DVM in agreement with offering reimbursement?

December 10, 2008 - GM can offer you 50% reimbursement for the RO where you had the power steering and ignition repaired.

December 10, 2008 – Advised dealership and DVM customer accepted 50% reimbursement. Dealership to process.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law 1. Safety of the vehicle may have been affected.

2. N/A			
3. N/A			

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law 1. Vehicle is not eligible for Program Summary.

2. Presumption of Lemon Law for days out of service / number of repair attempts have not been met.

3. Vehicle is repaired / concern no longer continues to exist.

Decision reached by CRS: Arbitrate case:

se:

Settle case: X

CRS FINAL OFFER: \$524.21 reimbursement		DATE: 12/10/08	CUST Accepted
Goodwill: Reimbursement	Attorney Fees (if applicable): \$N/A		

TEAM LEAD APPROVING:	N/A	Date: N/A

12/03/2008 09:42

(FAX)15199793820

P.021/027

Search string entered:	Report of Prelimina ** Saturn Con	Saturn Product Liability t of Preliminary Investiagtion * Saturn Confidential ** Vehicle Information		
Case Number Las	st Name	VIN		
Case Number VIN		Delivery		
Year Model New/Use	ed/Demo	License	# State	
Transaxle Engine				
Inspection # Stati	ion #	Expiration Date		
Special Equipment / Feature				
Sir Equipped ? A	BS? Trac	tion Control?	-1 = Yes 0 = No	
Estimated Cost of Repair Source of Estimate				
Campaign Status Descri		· · ·	n in the second s	
Size Left Front	Brand Con	ndition Air (PSI)	Tread (in)	
Right Front				
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Facility		•	Deliver	v Date	· .
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Trouble			Attorney Fees		
Description		_	Settlement Amt Settlement Find	ncial Comments	
Involved Ret	ailer (Facility Code)	·· .		n de la segue Marce Marce A de	

Home Work Fax State Run Contact Home

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Financial Comments

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Revised 8/02/2007

Privileged and Confidential Information

CASE ASSESSMENT

By: Alicia White State: Oklahoma

Customer Name:

Vehicle ID No .:

1G8AL55F06Z

Service Request: 71-680121893

In Service

Date:

7/19/2005

Vehicle is: Used

BAC Code: 164339

BBB Case No.: SAT0853782

Year, Make & Model: 2006 Saturn ION 3 Mileage at Time of BBB Filing (55,000) Lien holder: GMAC Other : {Name}

DVM Name: Daniel Rohring Phone/Cell Number: 405-615-1229 Svc Mgr Name: Steven Cannon Vehicle Purchased Used on: January / February 2008 at odometer 49,000 Sale Type: Purchase Lease Other : {Type} CAM Name: Larry Shields Phone Number: 972-443-2901

VEHICLE REPAIR HISTORY

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

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

has tac been contacted for service history N. If YES please include tac # and explanation tac was involved. If tac has

IF TAC HAS NOT BEEN CONTACTED WHY NOT Dealer was able to determine diagnosis.

□ Power Steering failed

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
19/11/08	273452	7	56,304	Customer states – While driving, power steering shut off and service power steering came on drive info center. Dealer states – Power steering lamp verified. Necessary to replace power steering column which includes electric power steering motor.

Ignition Switch failed

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
19/11/08	273452	*	56,304	Customer states – At times vehicle will not start. After waiting for a bit will eventually start. Dealer states – Includes 12 month / 12,000 mile warranty. Replaced ignition switch and reprogrammed. Cust pay \$1138.37.

Weatherstrip loose (NOT ON CCF)								
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
15/03/08	267665	1	50,601	Customer states – Weatherstrip at bottom of left front door is loose. Dealer states – Necessary to replace weatherstrip. No work done. Repair(s) recommended.				
□ <u>Headli</u>	Headliner loose (NOT ON CCF)							
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
15/03/08	267665	*	50,601	Customer states – Headliner is coming loose at left rear corner. Dealer states – Necessary to replace headliner. No work done. Repair(s) recommended.				
🗌 <u>{Symp</u>	otom}							
Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:				
J .	□ <u>{Symptom}</u>							
Date:	<u>RO #:</u>	<u>Days Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:				
Recall.	Campaig	<u>in (Not Rel</u>	ated to O	ther Symptoms/Complaints)				
Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:				
<u>Has the vehicle ever been involved in an accident N</u> <u>Did you confirm your answer with the customer Y</u> <u>What type of damage was sustained (example front end collision)</u>								
Are the RO's attached if the vehicle was in an accident N/A								

Has the customer filed any insurances claims on this Vehicle Y If Yes obtain the following information below

Insurance Company USAA Insurance Rep (First and Last Name) Unsure Phone # 1-800-531-8722 Claim Made? Y Claim Status: Approved Claim # Unsure Did Insurance Company refer customer to GM? N

Are there any Aftermarket Modifications to the Vehicle N Have you confirm this with the customer Y List:

Was a Trade Repurchase offered to the customer N (A Trade Repurchase is to be offered as a settlement before a Straight can be considered) Date authorized by the DVM/CAM Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:

What is customer eligible for based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption? Explain with some Detail

GM Program Summary Repurchase/Replacement: No – Vehicle is outside of time/mileage parameters (12 months / 12,000 miles).

Lemon Law Repurchase/Replacement: No – Presumption for days out of service / number of repair attempts have not been met. Yes – Claim was filed within specified time period.

GM Program Summary Repairs/Reimbursement for past repairs: No – Vehicle is outside of time/mileage parameters (36 months / 36,000 miles).

THE STATE LEMON LAW READS:

Days out of service: 45 Repairs 4 Time period 1 year (from in-service date) – 4 years (from in-service date) to file Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs N/A Safety-related time period {# of months} / {# of miles}

Number of repair attempts in the presumption period:0Total days out of service during the presumption period:0Total days out of service during customer's ownership:7

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: SR # 71-680121893 - power steering & ignition switch Date & Offer/Result: Opened 11/17/2008 10:01:59 AM. Closed dissatisfied 11/25/2008 02:30:35 PM. No goodwill offered/processed.

Cust sts: I'm experiencing a regular problem with a 2006 Ion I purchased eight months ago. It doesn't start about once every two weeks, and I have to wait at least 15 minutes while I check wires, etc., to get it started again. A quick internet search turns up hundreds of people having exactly the same issue, so I think you should replace the ignition switch sensor at your expense. It's unsafe and poorly engineered to have a car that occasionally doesn't start, especially in the winter.

Cust sks: Cost assistance.

Crs adv: Due to the fact that this wasnt a repeated concern and that your outside of the bumper to bumper warranty we wouldnt be able to offer any assistance on the veh.

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

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

RECOMMENDATION AND RATIONALE

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

Cust sks: December 3, 2008 - Reimbursement for repair.

December 10, 2008 – Customer accepted reimbursement.

December 17, 2008 – Customer received reimbursement check but is not satisfied. The amount of the check was \$524.21. 50% should have been \$569.19 making a difference of \$44.98.

DVM sts: December 8, 2008 – I spoke with the Svc Mgr Steven Cannon and we have agreed to offer 50/50 reimbursement on the repair. If customer does not accept, will defend at arbitration.

December 19, 2008 – Will have dealership complete additional check.

SVM sts: December 5, 2008 – No goodwill assistance - No good reason. Not justified. Customer did not purchase extended warranty that was offered.

December 8, 2008 – DVM agreed to 50/50 parts/labor split on RO. Dealership can process.

CRS Rationale: December 8, 2008 – Is DVM in agreement with offering reimbursement?

December 10, 2008 - GM can offer you 50% reimbursement for the RO where you had the power steering and ignition repaired.

December 10, 2008 – Advised dealership and DVM customer accepted 50% reimbursement. Dealership to process.

December 17, 2008 – Contact dealer and DVM regarding the difference in the check amount.

December 31, 2008 – Confirmed with customer that both reimbursement checks have been received.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law 1. Safety of the vehicle may have been affected.

2. N/A	
3. N/A	

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law 1. Vehicle is not eligible for Program Summary.

2. Presumption of Lemon Law for days out of service / number of repair attempts have not been met.

3. Vehicle is repaired / concern no longer continues to exist.

Decision reached by CRS:	Arbitrate case:	Settle case:	X
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CRS FINAL OFFER: 50% reimbursement		DATE: 12/10/08	CUST Accepted
Goodwill: Reimbursement	Attorney Fees (if applicable): \$N/A		

TEAM LEAD APPROVING:	N/A	Date: N/A

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

Issued by: *Chevrolet* Certificate No. 1G1ZT548X5F

Issue Date: April 11, 2011

Issued exclusively for

Sergeant Bluff, IA	

Valid through: December 15, 2009

Amount: One Thousand Dollars and Zero Cents ****\$1,000.00**** April 11, 2011



Service Request: 71-683962296

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

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